CAPITALOGIX ABSOLUTE RETURN FUND, L.P.

A Cayman Islands Exempted Limited Partnership

SUBSCRIPTION DOCUMENTS
For U.S. Taxable Investors

General Partner
Capitalogix ARF GP, LLC
327 Martel Lane
Coppell, Texas 75019
Tel: 972.745.4442
Email: hgetson@cglxim.com

Administrator:
NAV Fund Services (Cayman) Ltd.
Transfer Agency Services
5th Floor Harbour Place, 103 Church Street
George Town, Grand Cayman KY1-1202,
Cayman Islands
Tel: 345.946.5006 | Fax: 345.946.5007
Email: fundservices@navconsulting.net

IF YOU DECIDE NOT TO PURCHASE A LIMITED PARTNERSHIP INTEREST PURSUANT TO THIS OFFERING, PLEASE PROMPTLY RETURN THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (TOGETHER WITH ALL AMENDMENTS THEREOF AND SUPPLEMENTS THERETO), THE PARTNERSHIP AGREEMENT, AND THIS SUBSCRIPTION BOOKLET TO THE GENERAL PARTNER.

INVESTMENT PROCEDURES

The enclosed subscription booklet and the Investor Profile Form (provided as a separate attachment) should be completed and submitted by U.S. taxable investors only. All other investors should contact Capitalogix ARF GP, LLC (the "General Partner") for further instructions.

Prospective investors should read the Confidential Private Placement Memorandum (as it may be modified or supplemented from time to time) and the Amended and Restated Exempted Limited Partnership Agreement (as it may be further amended and/or restated from time to time) (the "Partnership Agreement") of Capitalogix Absolute Return Fund, L.P. (the "Partnership"), prior to subscribing for the Partnership Interests (as defined herein). Unless otherwise defined, capitalized terms used but not expressly defined herein shall have the respective meanings ascribed to such terms in the Partnership Agreement.

Completed and executed copies of the enclosed subscription booklet, including the Investor Profile Form and required anti-money laundering documentation, must be received by NAV Consulting, Inc. (the "Administrator") at least five (5) Business Days prior to the proposed date of subscription. Payment in United States currency, by bank-to-bank transfer, of the amount of the subscription must be received by the Administrator no later than five (5) Business Days prior to the proposed subscription date. Failure to timely provide completed and executed copies of the enclosed subscription booklet and the Investor Profile Form or the amount of the subscription may result in a delay of acceptance of your subscription. The General Partner, in its sole and absolute discretion, may waive these requirements by accepting a subscription and the funds after such deadlines.

The Administrator will use its reasonable efforts to acknowledge in writing all subscription requests which are received in good order. A subscriber failing to receive such written acknowledgement from the Administrator within five (5) Business Days should contact the Administrator to obtain the same. Failure to obtain such a written acknowledgement from the Administrator may delay or render the request void, unless otherwise permitted by the General Partner.

Subscription funds received by the Partnership or the Administrator on the Partnership's behalf are deposited directly into an account in the name of the Partnership. The Administrator shall not be liable to any prospective Limited Partner for any loss or damage howsoever arising out of or in relation to the payment and deposit of subscription funds prior to the issue of interests.

Prior to the relevant subscription date, a subscriber's subscription may, for administrative efficiency, be moved into the Partnership's accounts at one or more of its FCMs, provided, however, that such amount shall not be invested until the subscription date.

Retain a copy for your records and send a signed copy of the enclosed subscription booklet, the Investor Profile Form and any required anti-money laundering documentation to the Administrator using one of the methods below. Neither the Administrator nor the General Partner requires an original copy of the completed subscription booklet.

1. Send via e-mail to transfer.agency@navconsulting.net; or

2. Send via mail to:

   Capitalogix Absolute Return Fund, L.P.
   c/o NAV Fund Services (Cayman) Ltd.
   5th Floor Harbour Place, 103 Church Street
   George Town, Grand Cayman KY1-1202, Cayman Islands

Attention: Investor Services

INVESTOR PROFILE FORM (*PROVIDED AS A SEPARATE ATTACHMENT*)

☐ Please complete the Investor Profile Form by providing all required information and accompanying anti-money laundering documentation. If you are not a U.S. person for United States federal income tax purposes, please contact the General Partner. (*All investors)*

EXHIBIT A: INVESTOR SUITABILITY QUESTIONNAIRE

☐ Please complete the Investor Suitability Questionnaire annexed as Exhibit A. *(All investors)*

EXHIBIT B: FORM W-9

☐ Please complete the Form W-9 annexed as Exhibit B. *(All investors)*

EXHIBIT C: COMMON REPORTING STANDARD SELF-CERTIFICATION FORM

☐ Please complete the appropriate self-certification form annexed as Exhibit C. (All investors)

EXHIBIT D: AML/KYC DOCUMENTATION

☐ Please provide the required documentation listed in Exhibit D. (*All investors*)

EXHIBIT E: ADDITIONAL CAPITAL CONTRIBUTION FORM

☐ If you are currently a Limited Partner of the Partnership and wish to make an additional capital contribution, please complete the Additional Capital Contribution Form annexed as Exhibit E. Requests for additional capital contributions must be submitted on this form and the Partnership only will recognize requests for additional capital contributions made on this form.

EXHIBIT F: WITHDRAWAL REQUEST FORM

☐ If you are currently a Limited Partner of the Partnership and wish to withdraw all or a portion of your investment in the Partnership (subject to the withdrawal provisions in the Partnership Agreement), please complete the Withdrawal Request Form annexed as Exhibit F. Requests for withdrawals must be submitted on this form and the Partnership only will recognize requests for withdrawals made on this form.

EXHIBIT G: PRIVACY NOTICE

☐ Please review our Privacy Notice annexed as Exhibit G. (*All investors)*

BANK REFERENCE LETTER

☐ Where payment is remitted from an account other than an account in your name, please request the remitting bank or financial institution to provide a reference letter in the form annexed in the Investor Profile Form and printed on the bank or financial institution's letterhead. (*All investors)*

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If you have any questions regarding any of the above (including completion of the subscription booklet), please contact the General Partner at 972.745.4442.

PARTNERSHIP WIRING INSTRUCTIONS AND PAYMENT INFORMATION

Please wire transfer immediately available funds in the amount of your total subscription to:

Bank:	CIBC Bank USA
Address:	Financial Institutions Group 120 South LaSalle Street Chicago, Illinois 60603
SWIFT Code:	PVTBUS44
ABA #:	071006486
Account Name:	Capitalogix Absolute Return Fund, L.P.
Account#:	2663384
Reference:	[Name of Subscriber]

Please note that your bank should charge its wiring fee separately from the amount to be invested so that the full amount entered herein may be invested.

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INVESTOR PROFILE FORM

I. GENERAL INVESTOR INFORMATION

To be completed by all subscribers.

_____ _____
Name of Subscriber (*Please Print or Type*) Social Security Number/Tax I.D. Number

$ _____
Amount of Subscription

Type of Investor—***Please check***:

☐ Individual ☐ Joint (Tenants in Common) ☐ Joint (w/Rights of Survivorship)
☐ Individual Retirement Account ☐ Other (please specify): _____
☐ Entity
☐ Corporation ☐ Limited Partnership ☐ Limited Liability Company ☐ Trust

Full Mailing Address (Exactly as it should appear on labels):

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr. ☐ Other

Address: _____
_____
City: _____ State: _____
Zip: _____ Country: _____
Telephone: _____ Fax: _____

Address of principal place of business (No P.O. Boxes):

Address: _____
_____
City: _____ State: _____
Zip: _____ Country: _____
Telephone: _____ Fax: _____

Attention: _____

Email Address: _____

For Individuals

Date of Birth: _____
Place of Birth: _____
Country of Citizenship: _____

For Entities:

Date of Formation: _____ State, Country of Formation: _____

If you would like any correspondence sent to a different address or email than listed above, please provide the relevant information below:

Contact Name	**Contact Address / Telephone Number**	**Contact Email Address**	**Correspondence Type** (e.g., Accounting Information, Legal Notices, Tax Information, etc.)	**Primary Contact (Y/N)?**

II. AUTHORIZATION OF REPRESENTATIVE(S)/AGENT(S)

To be completed by the Subscriber.

Set forth below are the names of persons authorized by the Subscriber to give and receive instructions between the Partnership and the Investment Manager, on the one hand, and the Subscriber, on the other hand, together with their respective signatures. The Subscriber agrees that such persons will be the only persons so authorized until the Subscriber provides subsequent notice to the Partnership and the Investment Manager signed by one or more of such persons.
(Please attach additional pages if needed)

Name	Signature

Address of Authorized Representative/Agent (*No P.O. Boxes)*:

Address: _____

_____

City: _____ State: _____

Zip: _____ Country: _____

Email: _____ Telephone: _____

CAPITALOGIX ABSOLUTE RETURN FUND, L.P.

SUBSCRIPTION AGREEMENT

Capitalogix Absolute Return Fund, L.P.
c/o NAV Fund Services (Cayman) Ltd.
Transfer Agency Services
5th Floor Harbour Place, 103 Church Street
George Town, Grand Cayman KY1-1202, Cayman Islands
Tel: (345) 946-5006 | Fax: (345) 946-5007
Email: fundservices@navconsulting.net

Ladies and Gentlemen:

The undersigned (the "Subscriber") desires to subscribe for and purchase limited partnership interests ("Partnership Interests") to be issued by Capitalogix Absolute Return Fund, L.P. (the "Partnership"), an exempted limited partnership organized under the laws of the Cayman Islands, in the amount set forth on the signature page hereto, as well as in the Investor Profile Form. The Partnership Interests will be issued in the manner and subject to the terms and conditions set forth in this subscription agreement, including the exhibits and schedules annexed hereto (together, with the Investor Profile Form, this "Subscription Agreement"), the Confidential Private Placement Memorandum of the Partnership, as modified and supplemented from time to time (the "Memorandum"), and the Amended and Restated Exempted Limited Partnership Agreement of the Partnership, as amended and supplemented from time to time (the "Partnership Agreement"). Unless otherwise defined, capitalized terms used but not expressly defined herein shall have the respective meanings ascribed to such terms in the Partnership Agreement.

In furtherance of the foregoing, and in order to induce the Partnership to accept the Subscriber's subscription, the Subscriber agrees as follows:

PART I - GENERAL REPRESENTATIONS AND COVENANTS

1. Subject to the acceptance of this subscription by Capitalogix ARF GP, LLC (the "General Partner") on behalf of the Partnership, the Subscriber hereby irrevocably subscribes for and agrees to purchase the Partnership Interests for the total subscription amount indicated on the signature page hereto as well as in the Investor Profile Form.

2. The Subscriber represents and warrants to the Partnership, the General Partner, Capitalogix Investment Management, LP (the "Investment Manager"), and NAV Consulting, Inc. (the "Administrator") that:

(a) the Subscriber has all requisite power, authority, and capacity to acquire and hold the Partnership Interest and to execute, deliver, and comply with the terms of each of the instruments required to be executed and delivered by the Subscriber in connection with the Subscriber's subscription for the Partnership Interests, including this Subscription Agreement and the Partnership Agreement, and such execution, delivery, and compliance does not conflict with, or constitute a default under, any instruments governing the Subscriber, or violate any law, regulation, or order, or any agreement to which the Subscriber is a party or by which the Subscriber may be bound. If a corporation or other entity, the Subscriber: (i) is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) the person executing and delivering each of such instruments on behalf of the Subscriber has all requisite power, authority, and capacity to execute and deliver such instruments, and, upon request by the

Partnership, the General Partner, or the Administrator, will furnish to the Partnership true and correct copies of any instruments governing the Subscriber, including all amendments to any such instruments; and (iii) has authorized, by all necessary corporate or other action, the execution and delivery of this Subscription Agreement and the Partnership Agreement, and the performance by the Subscriber of its obligations thereunder. This Subscription Agreement and the Partnership Agreement constitute legal, valid, and binding obligations of the Subscriber, enforceable in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditor's rights generally and by general equitable principles.

(b) the Subscriber is acquiring the Partnership Interests for its own account for investment and not with a view to resale, transfer, or other disposition thereof in whole or in part;

(c) the Subscriber (or the person making the investment decision on behalf of the Subscriber) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment;

(d) the Subscriber understands that there are substantial risks involved in an investment in the Partnership. The Subscriber has received a copy of and has read and understands the Memorandum and the Partnership Agreement. The Subscriber has had an opportunity to review the foregoing and to ask questions of and receive answers from the General Partner concerning the Partnership and the terms and conditions of this offering, and such additional information as it considers necessary to evaluate appropriately an investment in the Partnership;

(e) the Subscriber acknowledges that because of the inherently speculative nature of an investment program of the kind engaged in by the Partnership (as described in the Memorandum), the results of the Partnership's operations may vary from period to period, and although the Investment Manager may employ certain techniques intended to reduce the risks associated with the Partnership's investment program, Partnership investments generally will involve a high degree of financial and market risk that can result in a complete loss of the Subscriber's investment in the Partnership. The Subscriber's acquisition of the Partnership Interests is based upon its own analysis of the benefits of an investment in the Partnership. The Subscriber is and will be able to bear the economic risk of its investment in the Partnership Interests for an indefinite period of time. The Subscriber's investment in the Partnership will not adversely affect its overall need for diversification and liquidity;

(f) the Subscriber, in connection with its investment in the Partnership, has obtained and complied with all necessary and appropriate legal and tax advice, registrations, declarations, and filings with, and licenses, approvals, and authorizations of, governmental authorities;

(g) the Subscriber understands: (i) the investment objective and policies of the Partnership; (ii) the manner in which expenses, profits and losses will be calculated and/or allocated; and (iii) the risks associated with the method of compensating the Investment Manager and the General Partner;

(h) the Subscriber understands that the General Partner, in its sole and absolute discretion, may require a Limited Partner to withdraw from the Partnership, in whole or in part (as further described in the Partnership Agreement). The Subscriber understands the limited withdrawal rights granted to the Limited Partners;

(i) the Subscriber understands that the General Partner or the Administrator may suspend the payment of withdrawal proceeds payable to such investor if the General Partner or the Administrator reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Partnership, the General Partner, the Investment Manager, and/or the Administrator; the Subscriber

understands that the General Partner may suspend withdrawals generally, under the circumstances described in the Partnership Agreement;

(j) the Subscriber is not a member of the public of the Cayman Islands; and

(k) the Subscriber understands that Lowenstein Sandler LLP acts as U.S. counsel to the Partnership and as counsel to the General Partner, the Investment Manager, and certain of their respective Affiliates, and that Walkers acts as Cayman Islands counsel to the Partnership and as counsel to the General Partner, the Investment Manager, and certain of their respective Affiliates. The Subscriber also understands that, in connection with this offering of Partnership Interests and subsequent advice to the Partnership, neither Lowenstein Sandler LLP nor Walkers will be representing investors in the Partnership, including the Subscriber, and no independent counsel has been retained to represent investors in the Partnership. Further, the Subscriber understands that Lowenstein Sandler LLP's and Walkers' representation of the Partnership, the General Partner, the Investment Manager, and certain of their respective Affiliates is limited to specific matters as to which Lowenstein Sandler LLP and Walkers have been consulted by such parties, and that there may exist other matters that could have a bearing on such parties as to which Lowenstein Sandler LLP and/or Walkers have not been consulted. The Subscriber understands that Lowenstein Sandler LLP and Walkers do not undertake to monitor the compliance of the Fund, the Master Fund General Partner, the Investment Manager, or their respective Affiliates with the applicable laws, the investment program, investment allocation policies, or other guidelines, policies, and procedures.

3. The Subscriber acknowledges and understands that the Partnership Interests are not registered for sale to the public under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the laws of any U.S. state or other jurisdiction. The Subscriber understands that the Partnership Interests have not been registered under the Securities Act in reliance on an exemption thereunder for transactions not involving a public offering, and will not be so registered. The Subscriber acknowledges that the offer and sale of Partnership Interests to the Subscriber has not been accomplished by any form of general solicitation or general advertising, including, but not limited to: (i) any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media, or broadcast over television or radio; or (ii) any seminar or meeting the attendees of which have been invited by any general solicitation or advertising.

4. The Subscriber acknowledges and agrees that the Subscriber shall not sell, assign, transfer, convey, encumber, or otherwise dispose of all or any portion of the Partnership Interests except: (i) in accordance with the Partnership Agreement; (ii) with the prior written consent of the General Partner; and (iii) in compliance with the registration requirements of applicable law, including, without limitation, the Securities Act, applicable state securities or "blue sky" laws, and any applicable foreign securities laws (unless an exemption from registration under the Securities Act or such state laws is available).

5. The Subscriber represents that neither the Subscriber nor any Covered Person (as defined below) has experienced a "Bad Actor" disqualification event, pursuant to Rule 506(d)(1) of Regulation D under the Securities Act (any such event, a "Disqualifying Event"). A Disqualifying Event includes, but is not limited to, the Subscriber or any Covered Person being the subject of: (i) a conviction of any felony or misdemeanor, within ten (10) years before the date of this Subscription Agreement (the date of this Subscription Agreement, the "Applicable Date"), in connection with the purchase or sale of a security, involving the making of a false filing with the U.S. Securities and Exchange Commission (the "SEC") or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities; (ii) any order, judgment, or decree of any court of competent jurisdiction, entered within five (5) years before the Applicable Date, that restrains or enjoins the Subscriber or Covered Person from engaging or continuing to engage in any conduct or practice (A) in connection with the purchase or sale of a security, involving the making of any false filing with the

SEC, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities; (iii) a final order from a state securities commission (or agency or officer of a state performing like functions), a state authority that supervises or examines banks, savings associations, or credit unions, a state insurance commission (or agency or officer of a state performing like functions), an appropriate federal banking agency, the Commodity Futures Trading Commission, or the National Credit Union Administration that (A) bars the Subscriber or Covered Person from associating with an entity regulated by such commission, authority, agency, or officer, engaging in the business of securities, insurance or banking, or engaging in savings association or credit union activities, or (B) constitutes a final order based on violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten (10) years before the Applicable Date; (iv) certain SEC disciplinary orders relating to brokers, dealers, municipal securities dealers, investment companies and investment advisers and their associated persons; (v) an SEC cease-and-desist order entered within five (5) years before the Applicable Date related to violations of certain anti-fraud provisions and registration requirements of the federal securities laws; (vi) suspension or expulsion from membership in, or suspension or bar from association with a member of, a registered national securities exchange or a registered national or Affiliated securities association for any act or omission constituting conduct inconsistent with just and equitable principles of trade; (vii) SEC stop orders or refusal orders (including an order suspending a Regulation A exemption) issued within five (5) years before the Applicable Date or an investigation or proceeding to determine whether a stop order or suspension order should be issued; or (viii) a U.S. Postal Service false representation order entered within five (5) years before the Applicable Date or on the Applicable Date a temporary restraining order or preliminary injunction with respect to conduct alleged by the U.S. Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations. "Covered Person" means: any person who would, through the Subscriber's ownership of the Partnership Interests, be deemed to beneficially own twenty percent (20%) or more of the outstanding voting equity securities of the Partnership (for purposes of this definition, beneficial ownership is interpreted in the same manner as in Rule 13d-3 and Rule 13d-5 of the Securities Exchange Act of 1934, as amended).

6. The Subscriber further represents that the Subscriber will provide to the Partnership, the General Partner and/or the Administrator, all information needed for the Partnership or any of its affiliates to comply with: (i) the U.S. Foreign Account Tax Compliance Act ("FATCA") information reporting and withholding requirements (as set forth in Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations promulgated thereunder, and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting and/or withholding tax regimes); (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters - the Common Reporting Standard and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance or any other agreement between the Cayman Islands (or any Cayman Islands government body) and the U.S. or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in paragraph (i) and (ii); and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding paragraphs (together, "AEOI"). The Subscriber acknowledges and agrees that its failure to provide information needed for the Partnership or any of its affiliates to comply with the AEOI information reporting requirements may result in, among other things, withholding taxes, tax information reporting and/or mandatory withdrawal. The Subscriber agrees to waive to the greatest extent permitted by applicable law any foreign law rights that would or might prevent compliance by Partnership or any of its affiliates with AEOI reporting and consents to the Partnership, the General Partner or the Investment Manager providing information to the Cayman Islands Tax Information Authority (or any other Cayman Islands governmental body which collects information in accordance with AEOI) which may be shared with the U.S. Internal Revenue Service and/or the U.S. Treasury Department or other taxation authorities in applicable jurisdictions. The Partnership is authorized to hold back from withdrawal proceeds

or other distributions to the Subscriber to the extent necessary to satisfy any tax obligations incurred by the Partnership or to offset any financial losses, interests, penalties and other losses and liabilities incurred that result (directly or indirectly) from the Subscriber's failure to comply with the foregoing representations. The Subscriber hereby indemnifies the Partnership, the General Partner, the Administrator and the Investment Manager, and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents and hold them harmless from and against any AEOI related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which the Partnership, the General Partner, the Administrator and/or the Investment Manager may incur as a result of any action or inaction (directly or indirectly) of the Subscriber (or any related person) described in this paragraph. This indemnification shall survive the Subscriber's death or disposition of its Partnership Interest in the Partnership.

7. The Subscriber acknowledges that the information regarding the Subscriber may be reported to the tax authorities of the country in which the Partnership is maintained and exchanged with the tax authorities of the country or countries in which the Subscriber may be a tax resident where those countries have entered in agreements to exchange tax information.

8. The Subscriber hereby agrees to become a Limited Partner in the Partnership on the terms and conditions set forth in this Subscription Agreement and the Partnership Agreement. The Subscriber hereby ratifies, adopts, accepts, and agrees to be bound by all of the terms and provisions of the Partnership Agreement and to perform all obligations therein imposed upon a Limited Partner with respect to the Partnership Interests. Upon acceptance of this Subscription Agreement by the General Partner, and by virtue of the Subscriber's execution of this Subscription Agreement, the Subscriber shall be deemed to have executed the Partnership Agreement and shall become a Limited Partner of the Partnership.

9. The Subscriber is entering into this Subscription Agreement relying solely on the facts and terms set forth in this Subscription Agreement, the Memorandum, and the Partnership Agreement, all of which were received and reviewed by the Subscriber prior to executing this Subscription Agreement, and none of the General Partner, the Investment Manager, or any other person or entity has made any representation of any kind or nature to induce the Subscriber to enter into this Subscription Agreement or the Partnership Agreement, except as specifically set forth in this Subscription Agreement, the Partnership Agreement, or the Memorandum. The Subscriber has not relied on any representations other than those in the Memorandum, the Partnership Agreement, and this Subscription Agreement. The Subscriber is not relying on the Partnership, the General Partner, or the Investment Manager with respect to the individual or Partnership tax consequences, if any, associated with an investment in the Partnership.

10. The Subscriber hereby represents that the information contained in the Investor Profile Form and Exhibits annexed hereto is true, accurate, and complete and may be relied upon by the Partnership, the General Partner, the Investment Manager, and the Administrator. The Subscriber also represents that it will notify the Partnership and the Administrator in writing immediately of any change to the information provided in this Subscription Agreement (including, without limitation, the Investor Profile Form and the Exhibits hereto) and/or if any of the representations or warranties contained in this Subscription Agreement becomes untrue, inaccurate, or incomplete.

11. The General Partner, the Investment Manager, the Administrator, and/or their respective agents may request such further information as they consider necessary to verify the Subscriber's identity. In the event of delay or failure by the Subscriber to produce any information required for verification purposes, the General Partner, the Investment Manager, and/or the Administrator may refuse to process this Subscription Agreement until proper information has been provided. Additionally, the General Partner, the Investment Manager, the Administrator, and/or their respective agents may request such further information as they consider necessary to process a withdrawal request and may refuse to remit withdrawal proceeds

(that is "freeze" the withdrawal proceeds) until proper and satisfactory information has been provided. None of the Partnership, the General Partner, the Investment Manager, the Administrator, or their respective agents or Affiliates shall have any liability if there are losses due to a delay in or refusal to admit the Subscriber as a Limited Partner and/or with respect to a withdrawal, as a result of inadequate information from the Subscriber.

12. The Subscriber understands that the Partnership, the General Partner, the Investment Manager, and/or the Administrator may require other documentation, including additional tax documentation, in addition to this Subscription Agreement. The Subscriber understands that the Administrator may use the information provided by an investor in support of anti-money laundering or similar reviews, including sharing the information with other funds in which the investor may invest as part of such reviews. Failure to provide requested documentation may result in a rejection of the proposed subscription or withholding.

13. Where legally obliged to do so, the Subscriber acknowledges that the information regarding the Subscriber may be reported to the tax authorities of the country or countries in which the Partnership is maintained and exchanged with the tax authorities of the country in which the Subscriber may be a tax resident where those countries have entered into agreements to exchange tax information.

14. The Subscriber acknowledges that the Partnership at any time may change the minimum subscription requirements, without notice to any Limited Partner.

15. The Subscriber understands that the Partnership or its agent will inform the Subscriber whether this subscription has been accepted. The Subscriber acknowledges that the General Partner reserves the right, in its sole and absolute discretion, to reject this and any other subscription, in whole or in part.

16. If this subscription is not accepted, the Partnership will return to the Subscriber any funds transferred by the Subscriber as soon as practicable. Such funds shall be returned without interest, and at the expense of the Subscriber.

17. The Subscriber agrees that it shall not file a winding up petition on the just and equitable ground against the Partnership in the Grand Court of the Cayman Islands or make any other equivalent application before the courts of any other jurisdiction, including, without limitation, in connection with the Partnership's suspension of any of the calculation of net asset value, the Subscriber's withdrawal rights, or the Subscriber's right to receive withdrawal proceeds.

PART II - DESIGNATION OF NOMINEE OR SIMILAR PARTY

18. If the undersigned is acting as a trustee, agent, representative, investor intermediary, nominee, or in any similar capacity (a "Nominee") for an individual or entity that will be the beneficial owner of the Partnership Interests (the "Beneficial Owner"), the Nominee understands and acknowledges that the representations, warranties, and agreements made in this Subscription Agreement are made by the Nominee with respect to the Nominee and the Beneficial Owner. The Nominee represents and warrants that the Nominee has all requisite power and authority from said Subscriber to execute and perform the obligations under this Subscription Agreement and the Partnership Agreement. The Nominee agrees to indemnify and hold harmless the Partnership, the General Partner, the Investment Manager, the Administrator, and each of their respective Affiliates, associates, advisors, partners, members, managers, employees, and agents from and against any and all loss, liability, claim, damage, cost, and expense whatsoever arising out of, or resulting from, or based upon, any misrepresentation or breach of warranty by the Nominee under this Subscription Agreement or any other document furnished by the Nominee to the Partnership or the Administrator in connection with the offer or sale of the Partnership Interests. Such loss, liability, claim, damage, cost, and expense shall include, but not be limited to, legal fees and expenses and any and all other

costs and expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened, or any claim whatsoever.

PART III – ANTI-MONEY LAUNDERING REPRESENTATIONS

19. The Subscriber represents that all evidence of its identity provided to the Partnership, the General Partner, the Investment Manager, and/or the Administrator is genuine and all related information furnished is true, accurate, and complete.

20. The Subscriber agrees to provide any information deemed necessary by the Partnership, the General Partner, the Investment Manager, or the Administrator, in its sole and absolute discretion, to comply with any applicable anti-money laundering and anti-terrorist financing program(s) and related responsibilities. Furthermore, the Subscriber acknowledges that the Partnership, the General Partner, the Investment Manager, and/or the Administrator may require additional information about the Subscriber, the underlying beneficial owners of the Partnership Interests, and/or any person or entity representing the Subscriber. The Subscriber agrees to provide any such information promptly. The Partnership, the General Partner, the Investment Manager, and/or the Administrator may use the information provided by a subscriber in support of anti-money laundering or similar reviews, including sharing the information with other funds in which the Subscriber may invest as part of such reviews.

21. The Subscriber acknowledges and understands that if, as a result of any information or other matter which comes to its attention, any person resident in the Cayman Islands (including Partnership) knows or suspects that another person is engaged in money laundering, such person is required to report such information or other matter pursuant to the Proceeds of Crime Law (as amended) of the Cayman Islands, and such report will not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.

22. The Subscriber acknowledges that if it does not provide information and/or documentation requested by the Partnership, the General Partner, the Investment Manager, and/or the Administrator in a timely manner, the General Partner may, in its sole and absolute discretion, and in addition to all other remedies available at law or in equity, reject the Subscriber's subscription, compulsorily withdraw some or all of the Subscriber's investment in the Partnership and withhold part of the withdrawal proceeds, prohibit in whole or part the Subscriber from participating in additional portfolio investments, and/or deduct from the Subscriber's Partnership Interests and retain amounts sufficient to indemnify and hold harmless the Partnership, the General Partner, the Investment Manager, the Administrator, and each of their respective Affiliates, associates, advisors, partners, members, managers, employees, and agents, from any and all withholding taxes, interest, penalties, and other losses or liabilities suffered by any such person on account of the Subscriber's failure to duly provide any such requested information and/or documentation.

23. The Subscriber should review the website of the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") before making the following representations. The Subscriber represents that the amounts contributed by it to the Partnership were not and are not directly or indirectly derived from activities that may contravene applicable U.S. federal, state, or international laws and regulations, including anti-money laundering laws and regulations, including U.S. federal regulations and executive orders administered by OFAC, which prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities, and individuals (including individuals that are specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs). In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

24. The Subscriber understands that the Partnership prohibits any investment in the Partnership by or on behalf of the following persons (each, a "Prohibited Investor"):

- a person, country, territory, or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC or under the European Union ("EU") and U.K. Regulations (as extended to the Cayman Islands by Statutory Instrument), and who is operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Nations, EU or U.K.;
- a foreign shell bank (a bank without a physical presence in any country and as defined in the USA PATRIOT Act); and
- any other person or entity that the General Partner, in its sole and absolute discretion, determines to be a Prohibited Investor.

25. The Subscriber represents and warrants that none of: (i) the Subscriber; (ii) any person or entity controlling or controlled by the Subscriber; (iii) any person having a beneficial interest in the Subscriber; or (iv) any person for whom the Subscriber is acting as agent or nominee in connection with this investment, is a Prohibited Investor or a person or entity with whom or with which commercial interaction is prohibited by the OFAC Programs.

26. The Subscriber acknowledges that if the Subscriber is, or the Partnership, the General Partner, the Investment Manager, or the Administrator reasonably believes that the Subscriber is, a Prohibited Investor, the General Partner or the Administrator may be obligated to freeze its investment, either by prohibiting additional investments, declining any withdrawal requests, and/or segregating the assets constituting the investment in accordance with applicable regulations, or its investment may be immediately withdrawn by the Partnership, and that the Subscriber shall not have any claim against the Partnership, the General Partner, the Investment Manager, the Administrator, or any of their respective Affiliates, associates, advisors, partners, members, managers, employees, and agents, for any form of damages as a result of the aforementioned actions.

PART IV – CERTAIN ADDITIONAL EMPLOYEE BENEFIT PLAN REPRESENTATIONS

27. The Subscriber has indicated if it is a Benefit Plan Investor (as defined herein) on Exhibit A hereto. If the Subscriber becomes a Benefit Plan Investor subsequent to the date of this Subscription Agreement, the Subscriber shall immediately notify the General Partner in writing and also indicate the percentage of such Subscriber's equity interests held by Benefit Plan Investors. For these purposes, a "Benefit Plan Investor," as defined in Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") and any regulations promulgated thereunder, includes: (i) an "employee benefit plan" that is subject to the provisions of Title I of ERISA; (ii) a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Code, such as individual retirement accounts and certain retirement plans for self-employed individuals; and (iii) a pooled investment fund whose assets are treated as "plan assets" pursuant to Section 3(42) of ERISA and any regulations promulgated thereunder because Benefit Plan Investors hold twenty-five percent (25%) or more of any class of equity interest in such pooled investment fund. The Subscriber agrees to notify the General Partner promptly in writing if there is any change in the percentage of the Subscriber's assets that are treated as "plan assets" for the purpose of Department of Labor Regulations Section 2510.3-101 and Section 3(42) of ERISA and any regulations promulgated thereunder.

28. If the Subscriber is a Benefit Plan Investor, the fiduciary executing this Subscription Agreement on behalf of the Benefit Plan Investor (the "Fiduciary") represents and warrants to the Partnership that:

(a) the Fiduciary is a "fiduciary" of such Benefit Plan Investor and trust and/or custodial account within the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Code and such person is authorized to execute the Subscription Agreement;

(b) unless otherwise indicated in writing to the General Partner, the Benefit Plan Investor is not a participant-directed defined contribution plan;

(c) the Fiduciary has considered a number of factors with respect to the Benefit Plan Investor's investment in the Partnership Interests and has determined that, in view of such considerations, the purchase of the Partnership Interests is consistent with the Fiduciary's responsibilities under ERISA. Such factors include, but are not limited to:

(i) the role such investment or investment course of action plays in that portion of the Benefit Plan Investor's portfolio managed by the Fiduciary;

(ii) whether the investment or investment course of action is reasonably designed (as part of that portion of the portfolio managed by the Fiduciary) to further the purposes of the Benefit Plan Investor, taking into account both the risk of loss and the opportunity for gain that could result therefrom;

(iii) the composition of that portion of the portfolio managed by the Fiduciary with regard to diversification;

(iv) the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Benefit Plan Investor;

(v) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Benefit Plan Investor;

(vi) whether an investment in the Partnership is permissible under the documents governing the Benefit Plan Investor and the Fiduciary;

(vii) whether an investment in the Partnership is appropriate in light of the Benefit Plan Investor's investment and diversification guidelines; and

(viii) the risks associated with an investment in the Partnership and the fact that the Benefit Plan Investor will be restricted from withdrawing its interest in the Partnership for an indefinite period of time;

(d) the Fiduciary:

(i) is responsible for the decision to invest in the Partnership;

(ii) is independent of the Partnership and each of its Affiliates;

(iii) understands the fee arrangements applicable to investments in the Partnership, including the Management Fee and the Incentive Allocation, understands how the application of fees and allocations may impact overall investment returns, and has determined that the Benefit Plan Investor is

eligible under applicable U.S. Department of Labor guidelines to participate in a performance-based fee arrangement;

(iv) is qualified to make such investment decision; and

(v) has not relied on, and is not relying on, the investment advice of the Partnership, the General Partner, the Investment Manager, the Administrator, or any of their respective Affiliates or agents with respect to the Benefit Plan Investor's investment in the Partnership, and none of the Partnership, the General Partner, the Investment Manager, the Administrator, or any of their respective Affiliates or agents, has any investment discretion with respect to the assets of the Benefit Plan Investor which will be used to purchase the Partnership Interests;

(e) to the extent applicable, the disclosures contained in the Memorandum and in other information provided to the Fiduciary regarding the investment in the Partnership constitute notice to the Fiduciary pursuant to Section 408(b)(2) of ERISA and regulations issued thereunder;

(f) the Fiduciary has delivered to the Partnership, and from time to time hereafter will deliver to the Partnership, in writing, all of the information that the Partnership may request to avoid violations of any provision of ERISA or any other law applicable to the Subscriber, and will notify the Partnership and the Administrator immediately, in writing, of any change in the information so furnished;

(g) unless otherwise indicated on Exhibit A hereto, the Subscriber is not an insurance company that is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Partnership; and

(h) if the Subscriber is an insurance company that is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Partnership, the Subscriber agrees to notify the General Partner immediately in writing if there is a change in the percentage of the general account's assets that constitute "plan assets" within the meaning of Section 401(c) of ERISA and shall disclose such new percentage ownership.

29. The Subscriber represents that if the Subscriber is not an employee benefit plan subject to Title I of ERISA or a plan that is subject to Section 4975 of the Code, but is subject to provisions under other U.S. federal, state, local, non-U.S. or other laws or regulations that are similar to those provisions contained in ERISA and/or the Code (collectively "Other Plan Laws") the person executing this Subscription Agreement on behalf of the Subscriber has determined that an investment in the Partnership is in accordance with the terms of the Subscriber's governing instruments and complies with all applicable Other Plan Laws.

30. If the Subscriber is a Benefit Plan Investor, the Subscriber represents and warrants that it: (i) does not intend its investment in the Partnership to establish any relationship which would cause the General Partner, the Investment Manager or any other person to be a "fiduciary" (as defined in ERISA and the Code) with respect to such Subscriber; and (ii) will not take any position to the contrary. Without limitation of the foregoing, the Subscriber represents that none of the General Partner, the Investment Manager nor any of their affiliates has made a recommendation, suggestion or advice relating to the Subscriber's decision of whether to invest in the Partnership.

PART V – CERTAIN ADDITIONAL TAX REPRESENTATIONS

31. The Subscriber represents that if the Subscriber is a "disregarded entity" for U.S. federal income tax purposes, that the representations and warranties made by the Subscriber in this Subscription Agreement are also true and correct as to the Subscriber's (direct or indirect) sole owner.

32. The Subscriber represents that if the Subscriber is a partnership, grantor trust, S corporation, or other flow-through entity for U.S. federal income tax purposes (each, a "Flow-Through Entity"), that: (i) substantially all of the value of any beneficial owner's interest in the Flow-Through Entity is not attributable to the Flow-Through Entity's interest in the Partnership; and (ii) a principal purpose of the Flow-Through Entity is not to permit the Partnership to satisfy the one hundred (100) partner limitation in Section 1.7704-1(h)(1)(ii) of the Treasury Regulations.

33. The Subscriber understands that the Memorandum contemplates that investments in the Partnership generally will be offered to and made by investors who are U.S. taxable investors. The General Partner, in its sole and absolute discretion, may accept investments from U.S. tax-exempt investors or non-U.S. investors. However, neither the provisions of this Subscription Agreement nor the acceptance of any subscription hereunder shall be deemed in any way to be legal or tax advice or any representation or warranty by the Partnership, the General Partner, the Investment Manager, the Administrator, or their respective representatives or Affiliates, or to imply in any way, that an investment in the Partnership is suitable for any investor.

34. The Subscriber understands that if the Subscriber is a tax-exempt organization, an investment in the Partnership could subject the Subscriber to the recognition of unrelated business taxable income ("UBTI"), particularly, if the Partnership were to utilize leverage with respect to its activities or the Subscriber were to finance its investment in the Partnership. If the Subscriber is a private foundation, an investment in the Partnership may subject the Subscriber to significant excise taxes. If the Subscriber is a charitable remainder trust, although the receipt of any UBTI by the Subscriber in respect of its interest in the Partnership will not cause it to lose its tax-exempt status, a one hundred percent (100%) excise tax will be imposed on the amount of any UBTI allocable to the charitable remainder trust. The Subscriber has consulted or has had an opportunity to consult with its tax advisors with respect to these issues.

35. The Subscriber understands that if the Subscriber is a non-U.S. person and the Partnership is deemed to be engaged in the conduct of a U.S. trade or business, the Subscriber may be subject to U.S. federal income tax, at regular graduated tax rates, on income treated as "effectively connected" with the conduct of a U.S. trade or business ("ECI") and would be required to file U.S. federal income tax returns. The Subscriber has consulted, or has had an opportunity to consult with, its own tax advisors with respect to these issues.

PART VI - ELECTRONIC DELIVERY OF ACCOUNT INFORMATION

36. The Subscriber hereby agrees and consents to have the Partnership, the General Partner, the Investment Manager, and/or the Administrator deliver electronically all current and future account statements, the Memorandum, the Subscription Agreement, and the Partnership Agreement (including all supplements and amendments thereto), notices (including privacy notices), letters to investors, all audited and unaudited financial statements including the annual audited financial statements, regulatory communications, information relating to taxation (including Schedules K-1), and other information, reports, documents, data, and records related to the Subscriber's investment in the Partnership (collectively, "Account Communications"). The Subscriber acknowledges and agrees that electronic communication from the Partnership, the General Partner, the Investment Manager, and/or the Administrator may include, among other things, email delivery as well as the electronic provision of Account Communications pertaining to the Subscriber via the Investment Manager's or the Administrator's website, if applicable. The Subscriber acknowledges and agrees that it is the Subscriber's affirmative obligation to notify the General Partner and the Administrator in writing of any changes to the Subscriber's email address disclosed in the Investor Profile Form of this Subscription Agreement. Account Communications will be sent to the email address provided on the Investor Profile Form of this Subscription Agreement, unless the Subscriber affirmatively notifies the General Partner and the Administrator in writing of any changes to the

Subscriber's email address. The Subscriber must contact the General Partner and the Administrator in writing to change the Subscriber's email address and to provide additional email addresses.

37. The Subscriber may revoke or restrict its consent to electronic delivery of Account Communications at any time by notifying the General Partner and the Administrator in writing of the Subscriber's intention to do so. This consent shall remain in effect until revoked or restricted. Within a reasonable period of time after receipt of the Subscriber's restriction or revocation of consent, the General Partner will send written confirmation of: (i) its receipt of the revocation or restriction of consent; and (ii) the date on which such revocation or restriction takes effect (the "Effective Date"). Restriction or revocation of consent does not apply to an Account Communication furnished electronically prior to the Effective Date. If the Subscriber does not consent to electronic delivery, or revokes its consent to electronic delivery, of Account Communications, including Schedules K-1, the Subscriber will be provided Account Communications in paper format. Unless otherwise notified, Account Communications will continue to be provided to the Subscriber electronically. With the exception of restriction or revocation of consent in the manner described above, there are no other conditions under which the Partnership, the General Partner, the Investment Manager, or the Administrator will discontinue distributing Account Communications electronically.

38. The Partnership, the General Partner, the Investment Manager, the Administrator, and their respective Affiliates shall not be liable for any interception by any third party of Account Communications. The Subscriber acknowledges and agrees that, although none of the Partnership, the General Partner, the Investment Manager, or the Administrator will charge additional amounts for electronic delivery, the Subscriber may incur charges from its internet service provider or other third parties in connection with the delivery and receipt of Account Communications delivered electronically. In addition, the Subscriber understands that there are risks associated with electronic delivery of Account Communications, including the risk of system outages or interruptions, which risks may, among other things, inhibit, or delay the Subscriber's receipt of Account Communications.

39. If the Subscriber desires a specific Account Communication, including a specific Schedule K-1, in paper form, the Subscriber may contact the General Partner and the Administrator in writing. A request for a specific Account Communication in paper form will not be treated as a withdrawal of consent to electronic delivery of Account Communications generally. The Subscriber should note that Schedules K-1 may be required to be printed and attached to a federal, state, or local income tax return.

PART VII - MISCELLANEOUS PROVISIONS

40. This Subscription Agreement and the Partnership Agreement represent the entire agreement of the parties with respect to the subject matter hereof and may not be changed or terminated orally. Modifications to this Subscription Agreement by the Subscriber shall not be effective unless expressly accepted by the General Partner in writing.

41. This Subscription Agreement: (i) shall be binding upon the Subscriber and the heirs, legal representatives, successors, and permitted assigns of the Subscriber and shall inure to the benefit of the Partnership and its successors and assigns; (ii) shall be governed, construed and enforced in accordance with the laws of the Cayman Islands, without regard to the conflicts of laws provisions that would require the application if the laws of another jurisdiction; and (iii) shall, if the Subscriber consists of more than one person, be the joint and several obligation of each of such persons.

42. The Subscriber hereby irrevocably agrees that any suit, action, or proceeding with respect to this Subscription Agreement and any or all transactions relating hereto may be brought in the courts of the Cayman Islands. The Subscriber irrevocably submits to the jurisdiction of such courts with respect to any

such suit, action, or proceeding and may not claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Subscriber hereby further irrevocably consents to the service of process out of any of the aforesaid courts, in any such suit, action, or proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to the Subscriber at the address of the Subscriber then appearing on the records of the Partnership. Nothing contained herein shall affect the right of the Partnership to commence any action, suit, or proceeding or otherwise to proceed against the Subscriber in any other jurisdiction or to serve process upon the Subscriber in any manner permitted by any applicable law in any relevant jurisdiction.

43. Each item and provision of this Subscription Agreement is intended to be severable. If any term or provision of this Subscription Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever, that term or provision shall be modified only to the extent necessary to be enforced, such term or provision shall be enforced to the maximum extent permitted by law, and the validity of the remainder of this Subscription Agreement shall not be adversely affected thereby.

44. The Subscriber understands that a misrepresentation or breach of any representation, warranty, covenant, or agreement made by the Subscriber in this Subscription Agreement (including the Investor Profile Form) could subject the Partnership, the General Partner, the Investment Manager, the Administrator, and/or their respective Affiliates to significant damages and expenses. The Subscriber hereby agrees to indemnify, defend, and hold harmless the Partnership, the General Partner, the Investment Manager, the Administrator, and each of their respective Affiliates and associates, advisors, partners, members, managers, employees, and agents from and against any loss, liability, damage, cost, or expense (including legal fees and expenses in the defense or settlement of any demands, claims, or lawsuits) arising from: (i) the Subscriber's misrepresentation or breach of any representation, warranty, covenant, or agreement in this Subscription Agreement, and/or (ii) the assertion of the Subscriber's lack of proper authorization from the beneficial owners of the Subscriber to enter into the Subscription Agreement or perform the obligations hereunder.

45. The Partnership, the General Partner, the Investment Manager, and the Administrator each hereby is authorized and instructed to accept and execute any written instructions (including, without limitation, withdrawal requests) in respect of the Partnership Interests to which this Subscription Agreement relates given by the Subscriber by electronic mail or by other electronic means. If instructions are given by the Subscriber by electronic mail or by other electronic means, the Subscriber agrees to keep each of the Partnership, the General Partner, the Investment Manager, the Administrator, and their respective Affiliates indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon electronic mail or electronic instructions. The Partnership, the General Partner, the Investment Manager, the Administrator, and their respective Affiliates may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions, or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of the Subscriber.

46. The representations, warranties, covenants, agreements, and indemnification obligations of the Subscriber contained in this Subscription Agreement (including any additional documentation provided by the Subscriber upon the request of the Partnership, the General Partner, the Investment Manager, the Administrator, and/or their respective Affiliates) shall survive the execution hereof and shall remain true, accurate, and complete at all times at which the Subscriber is a Limited Partner of the Partnership.

47. The Subscriber acknowledges and agrees that each of the Partnership, the General Partner, the Investment Manager, and the Administrator may disclose to each other, to any of their respective Affiliates, to any other service provider of the Partnership, and to any regulatory body in any applicable jurisdiction to which any of the Partnership, the General Partner, the Investment Manager, and/or the Administrator is

or may be subject, copies of the Subscriber's Subscription Agreement and related information, and any information concerning the Subscriber in their respective possession, whether provided by the Subscriber to the Partnership, the General Partner, the Investment Manager, or the Administrator or otherwise, including details of Subscriber's holdings in the Partnership, historical and pending transactions in the Partnership Interests, and the values thereof, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.

48. The Subscriber hereby agrees to provide the Partnership, the General Partner, the Investment Manager, and/or the Administrator, all information needed for the Partnership and/or their respective Affiliates to comply with AEOI. The Subscriber acknowledges and agrees that its failure to provide information needed for the Partnership and/or their respective Affiliates to comply with the obligations under AEOI may result in the Subscriber being subject to a thirty percent (30%) withholding tax or other costs, debts, expenses, obligations, or liabilities (whether external or internal, to the Partnership) under AEOI, tax information reporting and/or mandatory withdrawal. The Subscriber acknowledges and agrees that it shall have no claim against the Partnership or its respective agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Partnership to comply with AEOI.

49. Sections 8 and 19(3) of the Electronic Transactions Law (as amended) of the Cayman Islands shall not apply to this Subscription Agreement or to any notice or communication under or in connection with this Subscription Agreement. This Subscription Agreement may be signed by any party under hand or by way of an electronic signature or by a signature or a representation of a signature affixed by mechanical means and may be reproduced as an electronic record and delivered to the Administrator by electronic mail or by delivery through a web or other electronic portal. The Partnership may take such steps as it deems appropriate to determine the reliability of any electronic signature.

50. A person who is not a party to this Subscription Agreement may not, in its own right or otherwise, enforce any term of this Subscription Agreement except that each indemnified person may in their own right enforce Sections 6, 18, and 44 (as applicable) of this Subscription Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Law (as amended) of the Cayman Islands. Notwithstanding any other term of this Subscription Agreement, the consent of any person who is not a party to this Subscription Agreement (including, without limitation, any such indemnified person) is not required for any amendment to, or variation, release, rescission, or termination of this Subscription Agreement.

PART IX – DATA PROTECTION CONSENT

51. The Partnership and its associated or affiliated companies shall, in connection with personal information provided about the Subscriber ("Personal Data"), comply with all applicable data protection and privacy legislation.

52. Personal Data may be collected directly from the Subscriber, through the Administrator, including the Administrator's employees, Affiliates, agents or contractors, through the Subscriber's agent (including the Subscriber's financial adviser) or any other third party who communicates with the Partnership on the Subscriber's behalf.

53. The Partnership, the General Partner, the Investment Manager, and the Administrator may use the Personal Data for such purposes as are necessary in relation to the provision, administration, or management of the Services (as defined below). This may include, without limitation, processing the Personal Data for the purposes of providing administrative services in connection with the Subscriber's investment, preventing fraud, carrying out money laundering checks or conflict checks, complying with any legal

regulations, and reporting to and auditing by national and international regulatory bodies (collectively, the "Services").

54. The Partnership, the General Partner, the Investment Manager, and/or the Administrator may retain, disclose, or transfer the Personal Data internationally both to other offices of the Administrator, its employees, Affiliates, agents or contractors for the purposes described above, including to countries outside the U.S., European Economic Area, or Bermuda which may not provide similar level of data protection to that of countries within the U.S., European Economic Area, or Bermuda. Agreement to this clause shall constitute notification and (where applicable) consent to such transfers.

55. In order to provide the Subscriber with the Services, the Partnership will disclose the Personal Data to the General Partner, the Investment Manager, the Administrator, the Subscriber's financial adviser, and other third parties who will process the Personal Data on the Partnership's behalf for the purposes and in the manner set out in this clause.

56. This clause and the disclosure of Personal Data by the Subscriber is understood by the Subscriber and the Partnership as constituting consent so that the Partnership, the General Partner, the Investment Manager, the Administrator, and/or their respective employees, Affiliates, agents, or contractors may process the Personal Data on the terms set out in this clause.

EXHIBIT A

INVESTOR SUITABILITY QUESTIONNAIRE

I. GENERAL

A. Please check one of the two boxes below and complete the blanks:

☐ (1) If the Subscriber is an individual or beneficial ownership of the Subscriber is held by an individual (for example, if the Subscriber is an Individual Retirement Account or Keogh Plan), such individual is of legal age and is a resident of:

- Country: _____
- State or Province: _____

Has the Subscriber ever invested in hedge funds, private equity funds, venture funds, investment partnerships, or other investment funds, arbitrage transactions, real estate syndications, research and development companies, equipment leasing programs, oil and gas drilling programs, or other non-marketable or restricted securities?

Yes ☐ No ☐

Indicate the frequency of the Subscriber's investments in non-marketable securities: (*check appropriate answer*)

☐ Often ☐ Occasional ☐ Seldom

or

☐ (2) If the Subscriber is a legal entity, it is:

- organized under the laws of _____
- and has its principal place of business at _____

_____

B. Please provide the following information regarding the Subscriber (if an individual) or the person making the investment decision on behalf of the Subscriber (if an entity):

Occupation: _____

Name and address of employer:_____

Telephone number of employer:_____

Describe any other business connections reflecting knowledge and experience of financial matters (service on boards of directors, professional licenses, etc.):

_____
_____
_____
_____

Does such person have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks associated with investing in the Partnership?

Yes ☐ No ☐

C. Please check each of the applicable boxes with respect to the Subscriber:

Is the Subscriber registered as an investment company under the Investment Company Act?	☐ yes ☐ no
Is the Subscriber required to register as an investment company under the Investment Company Act?	☐ yes ☐ no
Is the Subscriber a non-U.S. entity that falls within the definition of an investment company in the Investment Company Act despite not being required to register as an investment company?	☐ yes ☐ no
Does the Subscriber rely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act to exclude itself from the definition of an investment company?	☐ yes ☐ no
Is the Subscriber a "fund of funds"?[1]	☐ yes ☐ no

[1] For purposes of this question, answer "yes" if the fund invests ten percent (10%) or more of its total assets in other pooled investment vehicles, regardless of whether they are also private funds, or registered investment companies.

II. WIRE INSTRUCTIONS

The Subscriber agrees that all or any funds payable to the Subscriber (including withdrawal proceeds) will be wire transferred to the Subscriber in accordance with the instructions set forth in the Investor Profile Form, until further written notice, signed by one or more of the individuals authorized to act on behalf of the Subscriber, is sent to the General Partner.

The wiring instructions must be to the same account from which the Subscriber's investment in the Partnership was originally remitted (unless otherwise agreed to by the General Partner and the Administrator) and the Subscriber understands and agrees that any withdrawal proceeds paid to it will be paid to such account, unless the General Partner agrees otherwise.

The Subscriber must wire the payment from an account in the Subscriber's name.

III. U.S. PERSON CERTIFICATION

A. Please check one of the two boxes below:

☐ (1) The Subscriber hereby represents and warrants that it is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") and agrees to notify the Partnership prior to ceasing to be a United States person, as so defined.

A "United States person" is:

- a citizen or resident of the United States;
- a domestic partnership;
- a domestic corporation;
- any estate other than a foreign estate; or
- any trust (i) that can be supervised by a United States court and controlled by a United States person; or (ii) that has validly elected to be treated as a United States person pursuant to applicable Treasury Regulations.

or

☐ (2) The Subscriber hereby certifies that it is not a "United States person" within the meaning of Section 7701(a)(30) of the Code. If the Subscriber is not a U.S. person for United States federal income tax purposes, please contact the General Partner.

IV. NOMINEE AND REPRESENTATIVE STATUS

A. Please check one of the three boxes below:

☐ (1) The Subscriber is acquiring the Partnership Interests for its own account, risk, and beneficial interest, and:

- is not acting as trustee, agent, representative, investor intermediary, nominee, or in any similar capacity for any other person;
- does not have any intention or obligation to sell, distribute, assign, or Transfer all or a portion of the Partnership Interests to any other person; and
- no other person will have a beneficial or economic interest in the Partnership Interests.

or

☐ (2) The undersigned is acting as a trustee, agent, or representative for the Subscriber.

or

☐ (3) The undersigned is an investor intermediary investing in its own name on behalf of other investors, which, for these purposes, may include, without limitation, an introducing firm, an asset aggregator, a nominee, or a fund of funds, and

- is subscribing for the Partnership Interests as a record owner in its capacity as (circle one of the following) [agent / representative / nominee] on behalf of one or more investors ("Underlying Investors"); and
- (i) has carried out investor identification procedures with regard to all Underlying Investors; and (ii) has established the identity of all Underlying Investors, holds evidence of such identities and will make such information available to the General Partner upon request.

V. ACCREDITED INVESTOR STATUS

Please check next to the box or boxes below that describe the Subscriber:

If the Subscriber is a natural person, the Subscriber represents and warrants that (please check at least one):

☐ 1. The Subscriber is a natural person whose individual net worth (or combined net worth with the Subscriber's spouse, if the Subscriber is married) as of the date hereof exceeds $1,000,000. For purposes of this questionnaire, "net worth" means the excess of the Subscriber's total assets at fair market value, excluding the value of the primary residence of the Subscriber, over total liabilities, excluding the related amount of indebtedness secured by the primary residence of the Subscriber up to its fair market value (except that if the amount of such indebtedness outstanding at the time of calculation exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess must be included as a liability).

☐ 2. The Subscriber had individual income (exclusive of any income attributable to his or her spouse) of more than $200,000 in each of the past two years, or joint income with his or her spouse of more than $300,000 in each of those years, and reasonably expects to reach the same income level in the current year.[2]

☐ 3. The Subscriber is a director, executive officer, or general partner of the Partnership, or a director, executive officer, or general partner of a general partner of the Partnership, each as described in Regulation D.

If the Subscriber is a non-profit organization of the type described in Section 501(c)(3) of the Code, a Massachusetts or similar business trust, corporation, partnership or limited liability company, the Subscriber represents and warrants that (please check at least one):

☐ 1. The Subscriber has total assets in excess of $5,000,000 and was not formed for the specific purpose of acquiring a Partnership Interest in the Partnership.

☐ 2. Each of the Subscriber's equity owners is an "accredited investor" as defined above. The General Partner and/or the Administrator, in their sole and absolute discretion, may request information regarding the basis on which such equity owners are "accredited investors."

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[2] For purposes of this Subscription Agreement, individual income means adjusted gross income, as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse) (i) the amount of any tax-exempt interest income under Section 103 of the Code, received, (ii) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of Form 1040, (iii) any deduction claimed for depletion under Section 611 *et seq.* of the Code, (iv) amounts contributed to an Individual Retirement Account (as defined in the Code) or Keogh retirement plan, (v) alimony paid, and (vi) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

If the Subscriber is a trust, the Subscriber represents and warrants that (please check at least one):

☐ 1. The Subscriber has total assets in excess of $5,000,000, was not formed for the specific purpose of acquiring a Partnership Interest in the Partnership and its purchase is directed by a sophisticated person. As used in the foregoing sentence, a "sophisticated person" is one who has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.

☐ 2. The Subscriber is (a) a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association, or other institution as defined in Section 3(a)(5)(A) of the Securities Act, (b) acting in a fiduciary capacity, and (c) subscribing for the purchase of a Partnership Interest in the Partnership on behalf of a trust account or accounts.

☐ 3. The Subscriber is a revocable trust that may be amended or revoked at any time by the grantors thereof and all of the grantors are "accredited investors" as described herein. The Subscriber acknowledges and agrees that the General Partner and/or the Administrator, in their sole and absolute discretion, may request information regarding the basis on which such grantors are "accredited investors."

If the Subscriber is a bank, savings and loan or similar institution, the Subscriber represents and warrants that:

☐ The Subscriber is a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution as described in Section 3(a)(5)(A) of the Securities Act acting in its individual capacity.

If the Subscriber is an insurance company, the Subscriber represents and warrants that:

☐ The Subscriber is an insurance company as defined in Section 2(13) of the Securities Act.

If the Subscriber is an Employee Benefit Plan, the Subscriber represents and warrants that (please check only one):

☐ 1. The Subscriber is an employee benefit plan within the meaning of ERISA, and the decision to invest in the Partnership was made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment adviser. The name of such plan fiduciary is: _____ ;

☐ 2. The Subscriber is an employee benefit plan within the meaning of ERISA and has total assets in excess of $5,000,000; or

☐ 3. The Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, and has total assets in excess of $5,000,000.

If the Subscriber is an Individual Retirement Account, Keogh Plan, or other Self-Directed Defined Contribution Plan, the Subscriber represents and warrants that:

☐ The Subscriber is an individual retirement account, Keogh Plan, or other self-directed defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account and the investing participant is an accredited investor because such participant has a net worth of at least $1,000,000 (excluding the value of any primary residence) or has had an individual income of at least $200,000 (or a joint income with spouse of at least $300,000) in each of the last two years and reasonably expects to reach the same income level in the current year. The General Partner and the Administrator, in their sole and absolute discretion, may request information regarding the basis on which such participants are accredited.

If the Subscriber does not qualify as an "accredited investor" pursuant to any of the above Sections, the Subscriber represents and warrants that:

☐ The Subscriber otherwise qualifies as an "accredited investor" based upon the following: _____

_____

_____

VI. QUALIFIED CLIENT STATUS

Please check next to the box or boxes below that describe the Subscriber:

○ 1. The Subscriber is a natural person who (a) together with such person's spouse, has a net worth in excess of $2,100,000 (excluding the value of such individual's primary residence)3, or (b) immediately after entering into this Subscription Agreement will have at least $1,000,000 under the management of the Investment Manager, or (c) is a "qualified purchaser" as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act");

or

○ 2. The Subscriber is a corporation, partnership, association, joint-stock company, trust or any organized group of persons, whether incorporated or not, that (a) has a net worth in excess of $2,100,000, or (b) immediately after entering into this Subscription Agreement, will have at least $1,000,000 under the management of the Investment Manager, or (c) is a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act; provided, however, that if the Subscriber is (1) a registered investment company under the U.S. Investment Company Act, or (2) a business development company under the U.S. Investment Advisers Act of 1940, as amended, or (3) a company excepted from the definition of "investment company" under Section 3(c)(1) of the Investment Company Act ((1)-(3) shall each be defined as an "Excluded Company"), then each equity owner of such Excluded Company is a natural person or non-Excluded Company satisfying the Qualified Client criteria set forth herein.

[3] For purposes of calculating a natural person's net worth:
(1) The person's primary residence must not be included as an asset;
(2) Indebtedness secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time the Subscriber executes this Subscription Agreement may not be included as a liability (except that if the amount of such indebtedness outstanding at the time of calculation exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess must be included as a liability); and
(3) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the residence must be included as a liability.

VII. QUALIFIED ELIGIBLE PERSON STATUS

Please check the box or boxes below that describe the Subscriber. A "qualified eligible person" includes any person or entity that satisfies the criteria set forth in subsection (a) below or satisfies the requirements set forth in both subsections (b) and (c) below.

A. The Subscriber is:

☐ (i) a futures commission merchant registered pursuant to Section 4d of the Commodity Exchange Act, as amended (the "CE Act");

☐ (ii) a broker or dealer registered pursuant to Section 15 of the Securities Act;

☐ (iii) a registered commodity pool operator (or a principal thereof) who has been registered and active as such for two years, or who operates pools which, in the aggregate, have total assets in excess of $5,000,000;

☐ (iv) a registered commodity trading advisor (or a principal thereof) who has been registered and active as such for two years or who provides commodity interest trading advice to commodity accounts which, in the aggregate, have total assets in excess of $5,000,000 deposited at one or more futures commission merchants;

☐ (v) a registered investment adviser (or a principal thereof) who has been registered and active as such for two years or who provides securities investment advice to securities accounts which, in the aggregate, have total assets in excess of $5,000,000 deposited at one or more registered securities brokers;

☐ (vi) a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act;

☐ (vii) a "knowledgeable employee" as defined in Section 270.3c-5 of Title 17 of the CE Act;

☐ (viii) a commodity pool operator, commodity trading advisor or investment adviser of the exempt pool offered or sold, or an affiliate of any of the foregoing;

☐ (ix) a principal of the exempt pool or the commodity pool operator, commodity trading advisor or investment adviser of the exempt pool, or of an affiliate of any of the foregoing;

☐ (x) an employee of the exempt pool or the commodity pool operator, commodity trading advisor or investment adviser of the exempt pool, or an affiliate of any of the foregoing (other than an employee performing solely clerical, secretarial or administrative functions with regard to such person or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of the exempt pool, other commodity pools operated by the pool operator of the exempt pool or other accounts advised by the trading advisor or the investment adviser of the exempt pool, or by the affiliate; provided such employee has performed such functions or duties for at least twelve (12) months;

☐ (xi) any other employee of, or an agent engaged to perform legal, accounting, auditing or other financial services for, the exempt pool or the commodity pool operator, commodity trading advisor or investment adviser of the exempt pool, or any other employee of, or agent so engaged by, an affiliate of any of the foregoing (other than an employee or agent performing solely clerical, secretarial or administrative functions with regard to such person or its investments); provided such employee or agent is an "accredited investor" and has performed such functions or duties for at least 24 months;

☐ (xii) a spouse, child, sibling or parent of a person who satisfies the criteria set forth in section (viii) through (xi); provided that any investment in the Partnership is made with the knowledge and at the direction of the person and the family member is not a qualified eligible person for the purposes of paragraph (a)(3)(xi) of Rule 4.7 of the CE Act;

☐ (xiii) a person who acquires a participation in an exempt pool by gift, bequest or pursuant to an agreement relating to a legal separation or divorce from a person listed in sections (viii) through (xi);

☐ (xiv) an estate of any person listed in sections (viii) through (xi);

☐ (xv) a company established by any person listed in sections (viii) through (xi) exclusively for the benefit of (or owned exclusively by) that person and any person listed in section (xiii) or (xiv);

☐ (xvi) a trust that was not formed for the specific purpose of either participating in the Partnership or opening an exempt account; and the trustee or other person authorized to make investment decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a qualified eligible person;

☐ (xvii) an organization described in section 501(c)(3) of the Internal Revenue Code; provided, the trustee or other person authorized to make investment decisions with respect to the organization, and the person who has established the organization, is a qualified eligible person;

☐ (xviii) a non-United States person; or

☐ (xix) an entity in which all unit owners or participants are qualified eligible persons, an exempt pool, or an entity as to which a notice of eligibility has been filed pursuant to Section 4.5 of the CE Act which is operated in accordance with such rule and in which all unit owners or participants are qualified eligible persons.

(If the Subscriber has qualified under subsection VII(a) above, skip the following section, otherwise, please check at least one from subsections VII (b) and (c).)

B. The Subscriber:

☐ (i) owns securities (including pool participations) of issuers not affiliated with the investor and/or other investments having an aggregate market value of at least $2,000,000;

☐ (ii) has or has had on deposit with a futures commission merchant, for its own account at any time during the six-month period preceding the date hereof, at least $200,000 in exchange-specified initial margin and option premiums for commodity interest transactions; or

☐ (iii) owns a portfolio comprised of securities and investments having an aggregate market value of $2,000,000 and, within the past six months, has had on deposit $200,000 as initial margin and option premiums *(rely upon this clause (iii) only if you were unable to satisfy either clause (i) or clause (ii))*.

C. The Subscriber is:

☐ (i) an account in which all of the beneficial interests are held by a natural person (including an individual retirement account or Keogh Plan) whose individual net worth, or joint net worth with his/her spouse, exceeds $1,000,000;

☐ (ii) an individual who had income in excess of $200,000 in each of the two most recent years or joint income with his/her 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; or

☐ (iii) an investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act, which was not formed for the specific purpose of investing in the Partnership.

VIII. INVESTMENT COMPANY REPRESENTATIONS

The Subscriber understands that the Partnership is not registered under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), will not register as an investment company under the Investment Company Act, and, for purposes of the provisions of Section 3(c)(1) thereof, does not presently propose to make a public offering of its securities within the United States. The Subscriber understands that the Partnership intends to rely upon the exemption afforded by Section 3(c)(1) of the Investment Company Act, which provides that partnership interests may not be beneficially owned by more than one hundred (100) investors. If the Subscriber is an entity, and except as indicated under "Exceptions" below, the Subscriber represents and warrants that:

(A) it was not formed for the purpose of investing in the Partnership, (B) it is not investing forty percent (40%) or more of its total assets in the Partnership, (C) each of its beneficial owners participates in investments made by the Subscriber *pro rata* in accordance with its interest in the Subscriber and, accordingly, its beneficial owners cannot opt-in or opt-out of investments made by the Subscriber, (D) each of its beneficial owners did not and will not contribute additional capital (other than previously committed capital) for the purpose of purchasing a limited partnership interest in the Partnership, (E) if the Subscriber is subscribing to purchase a Partnership Interest in excess of ten percent (10%) of the voting securities of the Partnership, the Subscriber is not a registered investment company pursuant to the Investment Company Act and the Subscriber does not rely upon Section 3(c)(1) or 3(c)(7) of the Investment Company Act as a basis for being excluded from the definition of an investment company; and (F) the Subscriber is not aware of any other circumstances that would require the Partnership to treat it as more than "one person" for purposes of Section 3(c)(1) of the Investment Company Act.

Exceptions:_____
_____
_____

IX. BENEFIT PLAN REPRESENTATIONS

A. Please check the box below that describes the Subscriber:

(Please check only one and complete the blanks, as appropriate)

☐ (1) The Subscriber is **not** a Benefit Plan Investor.

or

☐ (2) The Subscriber is a Benefit Plan Investor that is:

a. ☐ An employee benefit plan or trust that is subject to the provisions of ERISA – this includes U.S. pension plans and U.S. profit-sharing and 401(k) plans, "Multiemployer Plans" and "Taft-Hartley Plans" but does not include U.S. governmental plans, certain church plans and non-U.S. employee pension and welfare benefit plans;

b. ☐ A U.S. individual retirement account, Keogh Plan and/or other plan subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code");

c. ☐ An entity (*e.g.*, a pooled investment vehicle) whose underlying assets include "plan assets" by reason of 25% or more of any class of equity interests in the entity being held by Benefit Plan Investors that include any plan described above; or

d. ☐ An insurance company investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Partnership and a portion of the underlying assets of the Subscriber's general account constitutes "plan assets" within the meaning of Section 401(c) of ERISA.

B. If the Subscriber is a pooled investment vehicle, the Subscriber represents and warrants that:

(Please check only one and complete the blanks, as appropriate)

☐ (1) Less than twenty-five percent (25%) of the value of each class of equity interests in the Subscriber (excluding from this computation interests held by (i) any individual or entity (other than a Benefit Plan Investor) having discretionary authority or control over the assets of the Subscriber, (ii) any individual or entity who provides investment advice for a fee (direct or indirect) with respect to the assets of the Subscriber, and (iii) any affiliate of such individuals or entities) is held by Benefit Plan Investors.

or

☐ (2) Twenty-five percent (25%) or more of the value of any class of equity interests in the Subscriber (excluding from this computation interests held by (i) any individual or entity (other than a Benefit Plan Investor) having discretionary authority or control over the assets of the Subscriber, (ii) any individual or entity

who provides investment advice for a fee (direct or indirect) with respect to the assets of the Subscriber and (iii) any affiliate of such individuals or entities) is held by Benefit Plan Investors; and

_____% of the equity interest in the Subscriber is held by Benefit Plan Investors.

C. If the Subscriber is an insurance company, the Subscriber represents and warrants that:

(Please check only one and complete the blanks, as appropriate)

☐ (1) The Subscriber is an insurance company investing the assets of its general account (or the assets of a wholly-owned subsidiary of its general account) in the Partnership but none of the underlying assets of the Subscriber's general account constitutes "plan assets" within the meaning of Section 401(c) of ERISA.

or

☐ (2) The Subscriber is an insurance company investing the assets of its general account (or the assets of a wholly-owned subsidiary of its general account) in the Partnership and a portion of the underlying assets of the Subscriber's general account constitutes "plan assets" within the meaning of Section 401(c) of ERISA; and

____% of its general account assets constitutes "plan assets" within the meaning of Section 401(c) of ERISA.

D. Please check the response below that describes the Subscriber:

(1) If the Subscriber is not a Benefit Plan Investor, please indicate whether the Subscriber is (i) a person (including an entity) who has discretionary authority or control with respect to the assets of the Partnership; or (ii) a person (including an entity) who provides investment advice for a fee (direct or indirect) with respect to Partnership assets; or (iii) an "Affiliate" of any such person described in (i) and/or (ii). For purposes of this representation, an "Affiliate" is any person controlling, controlled by or under common control with the Partnership or any of its investment advisers (including the Investment Manager), including by reason of having the power to exercise a controlling influence over the management or policies of the Partnership or its investment adviser(s).

Yes: ☐____ **No**: ☐_____

X. POLITICALLY EXPOSED PERSON REPRESENTATIONS

A. Please check next to the box or boxes below that describe the Subscriber:

☐ The Subscriber represents and warrants that none of (i) the Subscriber, (ii) any Person controlling or controlled by the Subscriber, (iii) any Person having a beneficial interest in the Subscriber, or (iv) any Person for whom the Subscriber is acting as agent or nominee in connection with this Subscription Agreement is a senior foreign political figure,[4] or any immediate family member,[5] or close associate[6] of a senior foreign political figure (each, a "PEP").

or

☐ Either the Subscriber, a person controlling, controlled by, or under common control with it, a person having a beneficial interest in it, or a person acting as agent or nominee in connection with this investment, is a PEP. If the Subscriber is a PEP, please provide details below describing how the Subscriber qualifies as a PEP:

_____

_____

_____

_____

B. The Subscriber understands and acknowledges that the General Partner and/or the Administrator may, in its sole and absolute discretion, request such further information and/or documentation as it considers necessary to verify the Subscriber's status as a PEP and that the General Partner may refuse the Subscriber's subscription for Partnership Interests, in its sole and absolute discretion, for any reason or no reason, including, without limitation, if the Subscriber qualifies as a PEP.

[4] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[5] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[6] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

XI. CFTC REGISTRATION AND NFA MEMBERSHIP

(Entities only; individual investors please skip this Section.)

In order to ensure compliance with applicable requirements of the U.S. National Futures Association ("NFA"), each investor *that is an entity* must provide its NFA ID, if applicable, and complete the applicable certification below. The Investor must initial those statements below that apply to it and, if Subscriber is acting as agent or nominee for a beneficial owner, that apply to such beneficial owner.

☐ Subscriber does not have an NFA ID

☐ Subscriber has an NFA ID as follows: _____

The Subscriber hereby represents and warrants that:

(Please initial one or more of the items under (A) or one or more of the items under (B).)

(A) The Subscriber (or, if the Subscriber is a commodity pool, the operator thereof) is a member of the NFA, is registered with the U.S. Commodity Futures Trading Commission ("CFTC") in the following capacity(ies) and is not required to be registered with the CFTC in any other capacity:

(Please check as appropriate)

☐ commodity pool operator;

☐ commodity trading advisor; *and/or*

☐ other (*e.g.*, a futures commission merchant) (*please specify*):

_____.

OR

(B) The Subscriber (or, if the Subscriber is a commodity pool, the operator thereof) is not required to be a member of the NFA or to be registered with the CFTC in any capacity because it

(Please check as appropriate)

☐ relies upon an exemption from registration under CFTC Rule 4.13 (*e.g.*, the 4.13(a)(3) "*de minimis* exemption") and has filed a notice claiming this exemption with the NFA.*

☐ is a "fund of funds", relies upon CFTC No-Action Letter 12-38, and has submitted a claim for no-action relief to the CFTC.*

If the Subscriber initialed this Item, please provide a copy of the e-mail submitted to the CFTC to perfect the relief provided under CFTC No-Action Letter 12-38.

* These exemption filings may be verified on the NFA's Background Affiliation Status Information Center, at www.nfa.futures.org/basicnet/.

☐ relies upon the exclusion under CFTC Rule 4.5 and has filed a notice claiming this exclusion with the NFA.* (For example, registered investment companies may rely upon this exclusion.)

☐ relies upon the exclusion under CFTC Rule 4.5 and is not required to file a notice claiming this exclusion with the NFA. (For example, certain pension plans may rely upon this exclusion.)

☐ is a "family office", relies upon CFTC No-Action Letter 12-37, and has submitted a claim for no-action relief to the CFTC.

If the Subscriber initialed this Item, please provide a copy of the e-mail submitted to the CFTC to perfect the relief provided under CFTC No-Action Letter 12-37.

☐ is a "family office" pursuant to CFTC interpretive guidance (other than CFTC No-Action Letter 12-37) and is not a commodity pool.

☐ is a charitable foundation and its operator is not required to register as a commodity pool operator.

☐ is exempt from registering with the CFTC under CFTC Rule 3.10(c)(3) because each of the Subscriber, its operator and each direct and indirect beneficial owner of the Subscriber is a person located outside the United States.

☐ is entitled to rely upon an exemption other than one of the exemptions listed above or is otherwise not required to register with the CFTC, as described below *(please provide a description)*:

_____

_____

_____

(A Subscriber that initials this item because the Subscriber has concluded that it is not a "commodity pool" should do so only after carefully considering the other items and after performing a detailed legal analysis.)

[Signature page follows]

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned hereby represents and warrants that:

(a) the undersigned has carefully read and is familiar with this Subscription Agreement, the Partnership Agreement and the Memorandum;

(b) the information contained herein is complete and accurate and may be relied upon; and

(c) the undersigned agrees that the execution of this signature page constitutes the execution and receipt of the Subscription Agreement and Partnership Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this _____ day of _____, 20____.

Date of proposed subscription: _____

Total subscription amount:	Class of Partnership Interests	Amount Remitted
	☐ Founders Interest ($250,000 minimum)	$_____
	☐ Partners Interest ($250,000 minimum)	$_____
	☐ Standard Interest ($1,000,000 minimum)	$_____

INDIVIDUAL SUBSCRIBERS: PLEASE COMPLETE THE FOLLOWING:

_____
Name of individual subscriber
(*Please type or print*)

_____
Name of individual co-subscriber, if any
(*Please type or print*)

_____
Signature of individual subscriber

_____
Signature of individual co-subscriber

ENTITY SUBSCRIBERS: PLEASE COMPLETE THE FOLLOWING:

_____
Name of corporation, trust, or partnership subscriber
(*Please type or print*)

By:_____
Name:
Title:

The Partnership's acceptance of the Subscriber's subscription will be acknowledged by way of a confirmation to be sent by the Administrator.

EXHIBIT B

FORM W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person** ►	**Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT C

COMMON REPORTING STANDARD SELF-CERTIFICATION FORM

Please complete the appropriate self-certification form listed below.

☐ Individual Self-Certification

☐ Entity Self-Certification

For further instructions, please contact your tax advisor.

Individual Self-Certification[1]

Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please contact your tax advisor.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

Section 1: Account Holder Identification

Account Holder Name	Date of Birth (dd/mm/yyyy) / /	Place and Country of Birth

Permanent Residence Address:

Number & Street		City/Town
State/Province/County	Post Code	Country

Mailing address (if different from above):

Number & Street		City/Town
State/Province/County	Post Code	Country

[1] This form is only to be used where the person providing the certification is doing so in conjunction with an accompanying US Form W-8 or W-9. Refer to accompanying US Form W-8 or W-9 for full Account Holder Identification Information.

Section 2: Declaration of Tax Residency (other than U.S.)

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

Country/countries of tax residency	Tax reference number type	Tax reference number

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

Section 3: Declaration and Undertakings

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

I acknowledge that it is an offense to make a self-certification that is false in a material particular.

Signature: _____

Date (dd/mm/yyyy): / /

A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations, 2017 which implement the FATF Recommendations in the Cayman Islands.

Entity Self-Certification

Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please refer to accompanying guidelines for completion or contact your tax advisor.

PART I: General

Section 1: Account Holder Identification

Legal Name of Entity/Branch		Country of incorporation/organisation

Current Residence or Registered Address:

Number & Street		City/Town
State/Province/County	Post Code	Country

Mailing address (if different from above):

Number & Street		City/Town
State/Province/County	Post Code	Country

PART II: US IGA

Section 2: U.S. Persons

Please tick and complete as appropriate.

(a) ☐ The entity is a ***Specified U.S. Person*** and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

_____

(b) ☐ The entity is a U.S. Person that is not a Specified U.S. Person.

Indicate exemption[1] _____

If the entity is not a U.S. person, please complete Section 3.

Section 3: US FATCA Classification for all Non United States Entities

Please complete this section if the entity is **not** a *U.S. Person*

3.1 If the entity is a ***Registered Foreign Financial Institution*****,** please tick one of the below categories, and provide the entity's *FATCA GIIN at 3.1.1*.

(a) ☐ Reporting Model 1 FFI

(b) ☐ Registered Deemed Compliant Foreign Financial Institution (other than a reporting Model 1 FFI, sponsored FFI, or non-reporting IGA FFI)

(c) ☐ Reporting Model 2 FFI

(d) ☐ Participating Foreign Financial Institution

3.1.1 Please provide your *Global Intermediary Identification number (GIIN):* _____

(if registration in progress indicate so)

3.2 If the entity is a ***Financial Institution but unable to provide a GIIN or has a Sponsored Entity GIIN***, please complete one of the below categories:

(a) ☐ The Entity is a Sponsored Financial Institution (sponsored by another entity that has registered as a Sponsoring Entity) and (select one):

i. ☐ has no US reportable accounts, is a Sponsored FI in a Model 1 IGA jurisdiction and therefore not required to obtain a Sponsored Entity GIIN. Please provide the Sponsoring Entity's name and GIIN.

Sponsoring Entity's Name: _____

Sponsoring Entity's GIIN: _____

Cont..

[1] Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

ii. ☐ its Sponsor has obtained a Sponsored Entity GIIN on its behalf.

Please provide the Sponsoring Entity's name and GIIN, and Sponsored Entity's GIIN.

Sponsoring Entity's Name: _____

Sponsoring Entity's GIIN: _____

Sponsored Entity's GIIN: _____

(b) ☐ The Entity is a Trustee Documented Trust. Please provide the Trustee's name and GIIN.

Trustee's Name: _____

Trustee's GIIN: _____

(c) ☐ The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution).

Indicate exemption: _____

(d) ☐ The Entity is a Non-Participating Foreign Financial Institution

3.3 If the entity is **not a Foreign Financial Institution**, please confirm the Entity's FATCA status below:

(a) ☐ The Entity is an ***Exempt Beneficial Owner.***[2]

Indicate status: _____

(b) ☐ The Entity is an ***Active Non-Financial Foreign Entity.***[3] Indicate qualifying criteria (see Exhibit A):

_____

(c) ☐ The Entity is a ***Direct Reporting NFFE***.[4] Please provide the Entity's GIIN.

Direct Reporting NFFE's GIIN: _____

(d) ☐ The Entity is a ***Sponsored Direct Reporting NFFE***.[5] Please provide the Sponsoring Entity's name and GIIN.

Sponsoring Entity's Name: _____

Sponsoring Entity's GIIN: _____

Sponsored Entity's GIIN: _____

(e) ☐ The Entity is a ***Passive Non-Financial Foreign Entity.***[6]

[2] " *Exempt Beneficial Owner*" means any of the entities listed as such in Annex II.I of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Exhibit A

[3] See definition of *Active Non-Financial Foreign Entity* in Exhibit A

[4] See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

[5] See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5)

[6] See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

If you have ticked 3.3(e) *Passive Non-Financial Foreign Entity*, please complete either i. OR ii. below

i. Indicate the full name, address, and tax reference type and number of any *Substantial U.S. Owners.*

If the Entity has chosen to use the definition of 'Substantial U.S. Owner' from the U.S. Treasury Regulations in lieu of the definition of 'Controlling Person' as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners.[7]

Note: The decision to utilize the definition of 'Substantial U.S. Owner' in lieu of Controlling Person is only permitted with respect to PART II: US IGA.

Full Name	**Full residence address**	**Tax reference type and number**

OR

ii. Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Exhibit B then please complete the following:

Please indicate the name of any *Controlling Person(s)*[8]:

Full Name of any Controlling Person(s)

Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons

[7] See definition of *Substantial U.S. Owner(s)* in Exhibit A.

[8] See definition of *Controlling Person(s)* in Exhibit A.

PART III: Common Reporting Standard

Section 4: Declaration of All Tax Residency [repeat any residences indicated in Part II, Section 2 (US)

Please indicate the Entity's place of tax residence (if resident in more than one jurisdiction please detail all jurisdictions and associated tax reference number type and number).

For the purposes of the Common Reporting Standard (CRS), all matters in connection with residence are determined in accordance with the CRS and its Commentaries.

If an entity has no residence for tax purposes please indicate the jurisdiction in which its place of effective management is situated. Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent, and indicate the reason below.

Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)

If applicable, please specify the reason for non-availability of a tax reference number:

Section 5: CRS Classification

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

5.1 ☐ If the entity **is** a *Financial Institution*[9], please tick this box and specify the type of Financial Institution in (a), (b), or (c) below[10]:

(a) ☐ Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction[11] under CRS, proceed to 5.1 (c)).

OR

(b) ☐ Non-Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction under CRS, proceed to 5.1 (c)). Specify the type of Non-Reporting Financial Institution below:

- ☐ Governmental Entity
- ☐ International Organization
- ☐ Central Bank
- ☐ Broad Participation Retirement Fund
- ☐ Narrow Participation Retirement Fund
- ☐ Pension Fund of a Governmental Entity, International Organization, or Central Bank
- ☐ Exempt Collective Investment Vehicle
- ☐ Trust whose trustee reports all required information with respect to all CRS Reportable Accounts
- ☐ Qualified Credit Card Issuer
- ☐ Other Entity defined under the domestic law as low risk of being used to evade tax.

Specify the type provided in the domestic law: _____

OR

[9] See definition of *Financial Institution* in Exhibit B.

[10] Where the entity is resident in a Participating Jurisdiction, use the terms as defined under the CRS regime in that Jurisdiction. Where the entity is resident in a Non-Participating Jurisdiction, definitions under the Cayman Islands CRS regime must be used.

[11] See definition of *Non-Participating Jurisdiction* in Exhibit B.

(c) ☐ Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:

i. ☐ Investment Entity managed by another Financial Institution[12] where a controlling ownership interest is held (directly or indirectly) by a company listed on a stock exchange and subject to disclosure requirements or is a majority owned subsidiary of such a company.

ii. ☐ Investment Entity managed by another Financial Institution (other than i. above)

Note: If you are either:

(a) ☐ a widely-held, regulated Collective Investment Vehicle (CIV) established as a trust; OR

(b) ☐ a pension fund established as a trust,

you may apply the Controlling Persons test of a legal person as per the Controlling Person definition in Exhibit B, and where simplified due diligence procedures are permitted to be applied by the Financial Institution under the applicable AML regime[13] in relation to the Account Holder and its Controlling Persons, no further information is required.

If you have ticked the box for 5.1(c) ii, and neither of the exemptions under (a) and (b) above applies, please indicate the name of the *Controlling Person(s*) in the table below.

Full Name of any Controlling Person(s). *Please see definition in Exhibit B.* *(This table must not be left blank unless exemption (a) or (b) above applies)*

Please also complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

iii. ☐ Other Investment Entity (other than i. or ii. above); OR

iv. ☐ Other Financial Institution, including a Depository Institution, Custodial Institution, or Specified Insurance Company.

[12] The managing Financial Institution must be a Financial Institution other than an Investment Entity type b) defined within the definition of a Financial Institution in Exhibit B.

[13] Please contact the Financial Institution to confirm whether simplified due diligence procedures under the Cayman Islands AML regime may apply to you as an Account Holder (e.g. by being a regulated pension fund in an approved jurisdiction).

5.2 ☐ If the entity is an *Active Non-Financial Entity* ("NFE") please tick this box and specify the type of Active NFE below:

(a) ☐ Corporation that is regularly traded or a related entity of a regularly traded corporation.

Provide the name of the stock exchange where traded: _____

If you are a related entity of a regularly traded corporation, provide the name of the regularly traded corporation:

_____

(b) ☐ Governmental Entity, International Organization, a Central Bank, or an Entity wholly owned by one or more of the foregoing; OR

(c) ☐ Other Active Non-Financial Entity.[14] Indicate qualifying criteria (see Exhibit B):

_____

5.3 ☐ If the entity is a *Passive Non-Financial Entity* please tick this box.[15]

If you have ticked this box please indicate the name of the *Controlling Person(s*). Please refer to the definition of Controlling Person in Exhibit B.

Full Name of any Controlling Person(s) *(must not be left blank)*

Please complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

Entity Declaration and Undertakings

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. I/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities.

I/we acknowledge that it is an offence to make a self-certification that is false in a material particular.

Authorised Signature: _____ Authorised Signature: _____

Position/Title: _____ Position/Title: _____

Date (dd/mm/yyyy): / / Date (dd/mm/yyyy): / /

[14] See definition of *Active Non-Financial Entity* in Exhibit B.

[15] Please see the definition of *Passive Non-Financial Entity* in Exhibit B.

PART IV: Controlling Persons

(please complete for each Controlling Person who is a natural person)

Section 6 – Identification of a Controlling Person

6.1 Name of Controlling Person:

Family Name or Surname(s): _____

First or Given Name: _____

Middle Name(s): _____

6.2 Current Residence Address:

Line 1 (e.g. House/Apt/Suite Name, Number, Street) _____

Line 2 (e.g. Town/City/Province/County/State) _____

Country: _____

Postal Code/ZIP Code: _____

6.3 Mailing Address: *(please complete if different from 6.2)*

Line 1 *(e.g. House/Apt/Suite Name, Number, Street)* _____

Line 2 *(e.g. Town/City/Province/County/State)* _____

Country: _____

Postal Code/ZIP Code: _____

6.4 Date of birth[16] *(dd/mm/yyyy)* _____/_____/_____

6.5 Place of birth[17]

Town or City of Birth _____

Country of Birth _____

6.6 Please enter the legal name of the <u>relevant</u> entity Account Holder(s) of which you are a Controlling Person

Legal name of **Entity 1** _____

Legal name of **Entity 2** _____

Legal name of **Entity 3** _____

[16] The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

[17] The Controlling Person's place of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

Section 7 – Jurisdiction of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent ("TIN")

Please complete the following table indicating:

(i) *where the Controlling Person is tax resident;*

(ii) *the Controlling Person's TIN for each jurisdiction indicated;*[18] *and,*

(iii) *if the Controlling Person is a tax resident in a jurisdiction that is a Reportable Jurisdiction(s) then please also complete* ***Section 10 "Type of Controlling Person".***

If the Controlling Person is tax resident in more than three jurisdictions please use a separate sheet

	Jurisdiction(s) of tax residency	**Tax reference number type**	**Tax reference number (e.g. TIN)**
1			
2			
3			

If applicable, please specify the reason for non-availability of a tax reference number:

[18] The Controlling Person's TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

Section 8 – Type of Controlling Person

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person's Status by ticking the appropriate box.	**Entity 1**	**Entity 2**	**Entity 3**
a. Controlling Person of a legal person – ***control by ownership***	☐	☐	☐
b. Controlling Person of a legal person – ***control by other means***	☐	☐	☐
c. Controlling Person of a legal person – ***senior managing official***	☐	☐	☐
d. Controlling Person of a trust – ***settlor***	☐	☐	☐
e. Controlling Person of a trust – ***trustee***	☐	☐	☐
f. Controlling Person of a trust – ***protector***	☐	☐	☐
g. Controlling Person of a trust – ***beneficiary***	☐	☐	☐
h. Controlling Person of a trust – ***other***	☐	☐	☐
i. Controlling Person of a legal arrangement (non-trust) – ***settlor-equivalent***	☐	☐	☐
j. Controlling Person of a legal arrangement (non-trust) – ***trustee-equivalent***	☐	☐	☐
k. Controlling Person of a legal arrangement (non-trust) – ***protector-equivalent***	☐	☐	☐
l. Controlling Person of a legal arrangement (non-trust) – ***beneficiary-equivalent***	☐	☐	☐
m. Controlling Person of a legal arrangement (non-trust) – ***other-equivalent***	☐	☐	☐

Controlling Person Declaration and Undertakings

- I acknowledge that the information contained in this form and information regarding the Controlling Person(s) and any Reportable Account(s) may be reported to the tax authorities of the jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another jurisdiction(s) in which [I/the Controlling Person] may be tax resident pursuant to international agreements to exchange financial account information.
- I certify that either (a) I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates; or (b) I am authorised by the Account Holder to make this declaration.
- **I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**
- I acknowledge that it is an offence to make a self-certification that is false in a material particular.
- I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part IV of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances**.**

Signature: _____

Print name: _____

Date (dd/mm/yyyy): / / _____

Note: If you are not the Controlling Person, and not authorised to sign the Declaration on behalf of the Account Holder, please indicate the capacity in which you are signing the form on behalf of the Controlling Person. If signing under a power of attorney or other equivalent written authorisation, on behalf of the Controlling Person, please also attach a certified copy of the power of attorney or written authorisation.

Capacity: _____

EXHIBIT A

US IGA DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term "Financial Institution" does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Foreign Entity means any NFFE which is a Non U.S. entity that meets any of the following criteria:

(a) Less than 50 percent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;

(b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;

(c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;

(d) The NFFE is a non-U.S. government, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;

(e) substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;

(f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;

(g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;

(h) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or

(i) The NFFE is an "excepted NFFE" as described in relevant U.S. Treasury Regulations; or

(j) The NFFE meets all of the following requirements:

i) It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;

ii) It is exempt from income tax in its country of residence;

iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

iv) The applicable laws of the Entity's country of residence or the Entity's formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or non- charitable Entity other than pursuant to the conduct of the Entity's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and

v) The applicable laws of the Entity's country of residence or the Entity's formation documents require that, upon the

Entity's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the Entity's jurisdiction of residence or any political subdivision thereof.

Code means the U.S Internal Revenue Code of 1986, as amended.

Controlling Person means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons[19]:

(a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest[20] in a legal person; and

(b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.

(c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Entity means a legal person or a legal arrangement such as a trust.

Exempt Beneficial Owners under the US IGA include Government entities, International Organisations, Central Bank, Broad Participation Retirement Funds, Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, and Investment Entities wholly owned by Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

(a) *Custodial Institution* means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;

(b) *Depository Institution* means any entity that accepts deposits in the ordinary course of a banking or similar business;

(c) *Investment Entity* means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer: (1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; (2) individual and collective portfolio management; or (3) otherwise investing, administering, or managing funds or money on behalf of other persons. The term Investment entity shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and

(d) *Specified Insurance Company* means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

NFFE means any Non-U.S. Entity that is not a Financial Institution as defined in US FATCA.

Non-U.S. Entity means an Entity that is not a U.S. Person.

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[19] Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

[20] A controlling ownership interest depends on the ownership structure of the company. It may be based on a threshold, e.g. any person owning more than a certain percentage of the company (e.g. 25%).

Passive Non-Financial Foreign Entity means any NFFE that is not an Active Non-Financial Foreign Entity.

Related Entity An entity is a *Related Entity* of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an entity. Notwithstanding the foregoing, either Party may treat an entity as not a related entity if the two entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

Specified U.S. Person means a U.S. Person other than:

(a) a corporation the stock of which is regularly traded on established securities markets;

(b) any corporation that is a member of the same expanded affiliated group;

(c) the United States or any wholly owned agency or instrumentality thereof;

(d) any State of the United States, any U.S. Territory, any political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing;

(e) any organization exempt from taxation under section 501 (a) of the Internal Revenue Code (the "Code") or certain individual retirement plans defined in section 7701(a)(37) of the Code ;

(f) any bank as defined in section 581 of the Code;

(g) any real estate investment trust as defined in section 856 of the Code;

(h) any regulated investment company defined in section 851 of the Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940;

(i) any common trust fund as defined in section 584(a) of the Code;

(j) any trust that is exempt from tax under section 664(c) of the Code or that is described in 4947(a)(1) of the Code;

(k) a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any State;

(l) a broker as defined in section 6045(c) of the Code; or

(m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Code

Substantial U.S. Owner (as defined in Regulations section 1.1473-1(b)) means generally:

(a) With respect to any foreign corporation, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value);

(b) With respect to any foreign partnership, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and

(c) In the case of a trust–

i. Any Specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679 of the IRC; and

ii. Any Specified U.S. Person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

U.S. Person means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. Refer to the U.S. Internal Revenue Code for further interpretation.

EXHIBIT B

CRS DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Entity means any NFE that meets any of the following criteria:

a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;

b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;

c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;

d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;

e) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;

f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;

g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or

h) the NFE meets all of the following requirements:

   i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;

   ii) it is exempt from income tax in its jurisdiction of residence;

   iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

   iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non- charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and

   v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

Controlling Person means the natural persons who exercise direct or indirect control over an entity.

In the case of a trust, such term means the settlor(s), the trustees(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons[21]:

(a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest[22] in a legal person; and

(b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.

(c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

(a) ***Custodial Institution*** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;

(b) ***Depository Institution*** means any entity that accepts deposits in the ordinary course of a banking or similar business;

(c) ***Investment Entity*** means any entity :

(A) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:

i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;

ii) individual and collective portfolio management; or

iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or

(B) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in limb (A) of this definition.

An entity is treated as primarily conducting as a business one or more of the activities described in limb (A), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of limb (B) if the entity's gross income attributable to the relevant activities equals or exceeds 50% of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term "Investment Entity" does not include an entity that is an Active Non-Financial Foreign Entity because it meets any of the criteria in subparagraphs d) through (g) of the definition of Active NFE.

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[21] Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

[22] A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations, 2017 which implement the FATF Recommendations in the Cayman Islands.

The preceding paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and

(d) ***Specified Insurance Company*** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

Non-Financial Entity or ***NFE*** means any Entity that is not a Financial Institution.

Non-Participating Jurisdiction means a jurisdiction that is not a Participating Jurisdiction.

Non-Reporting Financial Institution means any Financial Institution that is:

(a) a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;

(b) a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;

(c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard;

(d) an Exempt Collective Investment Vehicle; or

(e) a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported pursuant to Section I with respect to all Reportable Accounts of the trust.

Participating Jurisdiction means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I (of the CRS), and (ii) which is identified in a published list.

Participating Jurisdiction Financial Institution means (i) any Financial Institution that is resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside such Participating Jurisdiction, and (ii) any branch of a Financial Institution that is not resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

Passive Non-Financial Entity means any: (i) Non-Financial Entity that is not an Active Non-Financial Entity; or (ii) an Investment Entity described in limb B (or subparagraph A(6)(b) of the Standard) of the definition of Investment Entity that is not a Participating Jurisdiction Financial Institution.

Related Entity means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities described limb B of the definition of Investment Entity, are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.

EXHIBIT D

AML/KYC REQUIREMENTS

We have a statutory duty to follow Anti-Money Laundering and Counter Financing of Terrorism laws and regulations (AML/CFT). We are required to verify the identity of each client, entity, ultimate beneficial owner (a natural person that owns more than 10% of the trust, foundation, entity or legal arrangement; or who has effective control of a trust, entity or legal arrangement, customer or person; or on whose behalf a transaction is conducted), or any person acting on behalf of a client; or interested party such as proposed settlor, co-trustee, beneficiary, protector, director, shareholder, subscriber, member or manager.

The Subscriber is required to complete this form and submit the identity verification materials detailed below.

Please select Subscriber Type:

◯ Individual ◯ Limited Partnership ◯ Limited Liability Company

◯ Corporation ◯ Trust

Where the Subscriber is an individual:

Provide two forms of identification

Copy of a valid passport

Copy of valid government- issued identification bearing photo and signature (*e.g.*, national ID card, driver's license, etc.).

If language of document is not in English, please provide explanation of document and appropriate translation of fields and data appearing on the identification into English.

For anti-money laundering purposes, please describe the following:

1. The source of the money/wealth/income used for the Subscriber's investment:

   _____

   _____

2. Purpose of Subscriber's investment:

   _____

   _____

3. Expected frequency of transactions:

   _____

   _____

Where the Subscriber is an entity (non-individual):

Provide certificate or evidence of incorporation or registration (*e.g.*, articles of incorporation, certificate of good standing, *etc*.).

Provide beneficial ownership detail and identification of controlling parties of Subscriber.

"Beneficial owner" means the natural person who ultimately owns or controls the Subscriber or on whose behalf this subscription transaction is being conducted.

If the Subscriber is owned by another legal entity (indirect beneficial ownership), such as a holding company, provide information about the indirect beneficial owner(s) and the "look through" until one or more individuals who own ≥ 10% of the Subscriber through direct ownership is identified.

Note regarding Legal Entity Subscriber ultimately owned by trusts: If a trust owns directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, 10 percent or more of the equity interests of the Subscriber, the beneficial owner under the ownership/equity prong is the trustee, regardless of whether the trustee is a natural person or a legal entity. One trustee, either individual or legal entity, should be listed in a Beneficial Owner.

Where the Subscriber is a Partnership:

Partnerships are required to provide:

Copy of government registration of the Partnership

Copy of the signed Partnership Agreement identifying the General Partner and/or the designate empowered to sign this document.

Authorized signatory list with specimen signatures and confirmation of corporate authority of such signatures.

If language of document is not in English, please provide explanation of document and appropriate translation of fields and data appearing on the identification into English.

Indirect Beneficial Ownership and Beneficial Ownership Interests: List indirect and direct beneficial owner(s) who own ≥ 10% of the Subscriber and upload supporting document required.

Indirect beneficial owner(s) who own ≥ 10% of the Subscriber	Tax ID Number	% ownership in the Subscriber	Copy of entity agreement(s)

Beneficial owner(s) who own ≥ 10% of the Subscriber (natural persons)	**Tax ID Number (ITIN / SSN)**	**% ownership in the Subscriber**	**Source of Wealth**	**Citizenship**	**Date of Birth**	**Place of Birth**	**Copy of a valid passport or other photo government ID**

Controlling Parties: Please provide name of at least one individual with significant responsibility for managing the entity (controlling party). This can include any executive officer or senior manager or any other individual who regularly performs similar functions such as Managing Member, Director, or General Partner.

Controlling Party of the Subscriber	**Tax ID Number (ITIN / SSN)**	**Citizenship**	**Date of Birth**	**Place of Birth**	**Copy of a valid passport or other photo government ID**

For anti-money laundering purposes, please describe the following:

1. The source of the money/wealth/income used for the Subscriber's investment:

   _____

   _____

2. Nature of the Subscriber's business:

   _____

   _____

3. Purpose of Subscriber's investment:

   _____

   _____

4. Expected frequency of transactions:

   _____

   _____

Where the Subscriber is a Limited Liability Company:

Limited Liability Company are required to provide:

Copy of government registration of the Limited Liability Company

Copy of the signed Limited Liability Company Agreement identifying the Manager and/or the designate empowered to sign this document.

Authorized signatory list with specimen signatures and confirmation of corporate authority of such signatures.

If language of document is not in English, please provide explanation of document and appropriate translation of fields and data appearing on the identification into English.

Indirect Beneficial Ownership and Beneficial Ownership Interests: List indirect and direct beneficial owner(s) who own ≥ 10% of the Subscriber and upload supporting document required.

Indirect beneficial owner(s) who own ≥ 10% of the Subscriber	**Tax ID Number**	**% ownership in the Subscriber**	**Copy of entity agreement(s)**

Beneficial owner(s) who own ≥ 10% of the Subscriber (natural persons)	**Tax ID Number (ITIN / SSN)**	**% ownership in the Subscriber**	**Source of Wealth**	**Citizenship**	**Date of Birth**	**Place of Birth**	**Copy of a valid passport or other photo government ID**

Controlling Parties: Please provide name of at least one individual with significant responsibility for managing the entity (controlling party). This can include any executive officer or senior manager or any other individual who regularly performs similar functions such as Managing Member, Director, or General Partner.

Controlling Party of the Subscriber	Tax ID Number (ITIN / SSN)	Citizenship	Date of Birth	Place of Birth	Copy of a valid passport or other photo government ID

For anti-money laundering purposes, please describe the following:

1. The source of the money/wealth/income used for the Subscriber's investment:

   _____

   _____

2. Nature of the Subscriber's business:

   _____

   _____

3. Purpose of Subscriber's investment:

   _____

   _____

4. Expected frequency of transactions:

   _____

   _____

Where the Subscriber is a Corporation:

Corporations are required to provide:

Copy of government registration of the Corporation

Copy of its articles of incorporation with officer signatures.

Copy of signed, certified corporate resolution identifying the corporate officer(s) empowered to sign the Subscription Document.

If language of document is not in English, please provide explanation of document and appropriate translation of fields and data appearing on the identification into English.

Indirect Beneficial Ownership and Beneficial Ownership Interests: List indirect and direct beneficial owner(s) who own ≥ 10% of the Subscriber and upload supporting document required.

Indirect beneficial owner(s) who own ≥ 10% of the Subscriber	**Tax ID Number**	**% ownership in the Subscriber**	**Copy of entity agreement(s)**

Beneficial owner(s) who own ≥ 10% of the Subscriber (natural persons)	**Tax ID Number (ITIN / SSN)**	**% ownership in the Subscriber**	**Source of Wealth**	**Citizenship**	**Date of Birth**	**Place of Birth**	**Copy of a valid passport or other photo government ID**

Controlling Parties: Please provide name of at least one individual with significant responsibility for managing the entity (controlling party). This can include any executive officer or senior manager or any other individual who regularly performs similar functions such as Managing Member, Director, or General Partner.

Controlling Party of the Subscriber	Tax ID Number (ITIN / SSN)	Citizenship	Date of Birth	Place of Birth	Copy of a valid passport or other photo government ID

For anti-money laundering purposes, please describe the following:

1. The source of the money/wealth/income used for the Subscriber's investment:

   _____

   _____

2. Nature of the Subscriber's business:

   _____

   _____

3. Purpose of Subscriber's investment:

   _____

   _____

4. Expected frequency of transactions:

   _____

   _____

Where the Subscriber is a Trust:

Trusts are required to provide:

A full copy of the Trust Agreement. In the alternative, please provide copies of pages from the Trust showing the following relevant sections: articles establishing Trust (showing name of the Trust) and naming Trustees, and articles/clauses showing Trustee signatures.

If language of document is not in English, please provide explanation of document and appropriate translation of fields and data appearing on the identification into English.

Provide for each settlor, grantor, donor, and trustee their first and last name, source of wealth, citizenship, date and place of birth, and upload valid government identification.

Name (First and Last Name)	**Settlor/ Grantor/ Donor / Trustee**	**Source of Wealth**	**Citizenship**	**Date of Birth**	**Place of Birth**	**Copy of a valid passport or other photo government ID**
	Settlor					
	Grantor					
	Donor					
	Trustee					

Beneficial Ownership Interests: List direct beneficial owner(s) who own ≥ 10% of the Subscriber and upload supporting document required.

Beneficial owner(s) who own ≥ 10% of the Subscriber (natural persons)	**Tax ID Number (ITIN / SSN)**	**% ownership in the Subscriber**	**Source of Wealth**	**Citizenship**	**Date of Birth**	**Place of Birth**	**Copy of a valid passport or other photo government ID**

Controlling Parties: Please provide name of at least one individual with significant responsibility for managing the entity (controlling party). This can include any executive officer or senior manager or any other individual who regularly performs similar functions such as Managing Member, Director, or General Partner.

Controlling Party of the Subscriber	**Tax ID Number (ITIN / SSN)**	**Citizenship**	**Date of Birth**	**Place of Birth**	**Copy of a valid passport or other photo government ID**

For anti-money laundering purposes, please describe the following:

1. The source of the money/wealth/income used for the Subscriber's investment:

   _____

   _____

2. Nature of the Subscriber's business:

   _____

   _____

3. Purpose of Subscriber's investment:

   _____

   _____

4. Expected frequency of transactions:

   _____

   _____

EXHIBIT E

ADDITIONAL CAPITAL CONTRIBUTION FORM

Via Email:

Capitalogix Absolute Return Fund, L.P.
c/o NAV Fund Services (Cayman) Ltd.
Transfer Agency Services
5th Floor Harbour Place, 103 Church Street
George Town, Grand Cayman KY1-1202, Cayman Islands
Tel: (345) 946-5006 | Fax: (345) 946-5007
Email: fundservices@navconsulting.net
Investor Reference No. _____

Ladies and Gentlemen:

The undersigned previously has been admitted to the Capitalogix Absolute Return Fund, L.P. (the "Partnership") as a Limited Partner and desires to make an additional Capital Contribution to the Partnership in the amount set forth on Schedule 1 annexed hereto, subject to the terms and conditions set forth in the Memorandum and the Partnership Agreement. Capitalized terms used but not expressly defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Exempted Limited Partnership Agreement of the Partnership (as it may be further amended and/or restated from time to time) (the "Partnership Agreement").

The undersigned hereby represents that the Subscription Agreement and related documents that the undersigned previously has completed and returned to the Partnership and that have been accepted by the Partnership remain accurate and complete as of the date hereof. Please contact the General Partner prior to making an additional Capital Contribution if any representations previously made in the Subscription Agreement and related documents are no longer accurate and complete as of the date hereof. Note that additional Capital Contributions shall be made in the name of the Limited Partner on record.

A completed Additional Capital Contribution Form must be received by the Administrator at least five (5) Business Days prior to the date of the subscription. Payment in United States currency, by bank-to-bank transfer of the amount of the additional capital contribution must be received by the Administrator at least five (5) Business Days prior to the date of the subscription. The General Partner may waive these requirements by accepting a subscription and the funds with respect thereto after such deadlines.

The Administrator shall, on behalf of the Partnership, use its reasonable efforts to acknowledge in writing the acceptance of the undersigned's additional Capital Contribution by way of trade confirmation upon approval of such additional Capital Contribution by the General Partner. The undersigned acknowledges and agrees that delivery of such trade confirmation shall be treated as the General Partner's deemed execution of this Additional Capital Contribution Form. Should the undersigned not receive a trade confirmation, it is the undersigned's responsibility to contact the Administrator within five (5) Business Days to ascertain the status of its subscription as it cannot assume its successful subscription until it receives a trade confirmation. Failure to obtain such a written acknowledgement from the Administrator may delay or render the request void, unless otherwise permitted by the General Partner.

[*Signature page follows*]

EXHIBIT E SIGNATURE PAGE

INDIVIDUAL SUBSCRIBERS: PLEASE COMPLETE THE FOLLOWING:

_____	_____
Name of individual subscriber (*Please type or print*)	Name of individual co-subscriber, if any (*Please type or print*)
_____	_____
Signature of individual subscriber	Signature of individual co-subscriber

ENTITY SUBSCRIBERS: PLEASE COMPLETE THE FOLLOWING:

_____
Name of corporation, trust, or partnership subscriber
(*Please type or print*)

By:_____
Name:
Title:

SCHEDULE 1

Date of proposed subscription: _____

Amount of additional Capital Contribution:

Class of Partnership Interests

☐ Founders Interest $_____
($50,000 minimum)

☐ Partners Interest $_____
($50,000 minimum)

☐ Standard Interest $_____
($50,000 minimum)

Name(s) in which Partnership Interest is (are) to be registered: _____

_____

Please wire transfer immediately available funds in the amount of your total additional subscription to:

Bank:	CIBC Bank USA
Address:	Financial Institutions Group 120 South LaSalle Street Chicago, Illinois 60603
SWIFT Code:	PVTBUS44
ABA #:	071006486
Account Name:	Capitalogix Absolute Return Fund, L.P.
Account#:	2663384
Reference:	[Name of Subscriber]

Please note that your bank should charge its wiring fee separately from the amount to be invested so that the full amount entered herein may be invested.

If the account being used to make the additional subscription is different than the one used by the Limited Partner to make the initial investment into the Partnership, please complete the bank details below:

Account Details	
Bank Account Name	
Bank Account Number	
IBAN Number	
Bank Details	
Bank Name	
Bank Address	

Bank Country	
ABA or CHIPS Number	
SWIFT Code	
Intermediary Bank Details	
Intermediary Bank 1 (if any)	
Intermediary Bank Name	
Intermediary Bank SWIFT Code	
FFC Account Name	
FFC Account Number	
Intermediary Bank 2 (if any)	
Intermediary Bank Name	
Intermediary Bank SWIFT Code	
FFC Account Name	
FFC Account Number	
Additional Reference	

EXHIBIT F

REQUEST FOR WITHDRAWAL OF LIMITED PARTNERSHIP INTEREST

Via Email:

Capitalogix Absolute Return Fund, L.P.
c/o NAV Fund Services (Cayman) Ltd.
Transfer Agency Services
5th Floor Harbour Place, 103 Church Street
George Town, Grand Cayman KY1-1202, Cayman Islands
Tel: (345) 946-5006 | Fax: (345) 946-5007
Email: fundservices@navconsulting.net

Ladies and Gentlemen:

The undersigned limited partner (the "Limited Partner") of Capitalogix Absolute Return Fund, L.P. (the "Partnership") hereby requests that the Partnership withdraw from the Limited Partner's capital account in the Partnership (the "Capital Account") and pay the following amount to the Limited Partner as directed below. Capitalized terms used but not expressly defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Limited Partnership Agreement of the Partnership (as it may be further amended and/or restated from time to time) (the "Partnership Agreement").

Please withdraw (check one and insert Class or Sub-Tranche of Interest to be withdrawn)

_____ The maximum withdrawal amount permitted from the Limited Partner's Capital Account on such Withdrawal Date

_____ A portion of the Limited Partner's Capital Account equal to: $_____

_____ The following fraction of the Limited Partner's Capital Account: _____ (or □□.□□%).[7]

With respect to any withdrawal provided above, please withdraw from the Limited Partner's Capital Account corresponding to the Limited Partner's subscription made on _____ (indicate date of subscription).

[7] Withdrawal requests must be received by the Administrator on or prior to the date set forth in the Partnership Agreement and Memorandum. In addition, withdrawal requests are subject to certain restrictions and limitations, as described in the Partnership Agreement and Memorandum.

Withdrawal proceeds shall be paid to the same account from which the Limited Partner's investment in the Partnership was originally remitted, unless the General Partner and the Administrator agree otherwise. If the bank account to which the withdrawal proceeds should be paid is different from the bank account to which the undersigned's investment in the Partnership was remitted, please complete the bank account details below and have your bank complete and send the bank reference letter to the Administrator.

Account Details	
Bank Account Name	
Bank Account Number	
IBAN Number	
Bank Details	
Bank Name (the "Wiring Bank")	
Bank Address	
Bank Country	
ABA or CHIPS Number	
SWIFT Code	
Intermediary Bank Details	
Intermediary Bank 1 (if any)	
Intermediary Bank Name	
Intermediary Bank SWIFT Code	
FFC Account Name	
FFC Account Number	
Intermediary Bank 2 (if any)	
Intermediary Bank Name	
Intermediary Bank SWIFT Code	
FFC Account Name	
FFC Account Number	
Additional Reference	

The Administrator will use reasonable efforts to acknowledge in writing all withdrawal requests that are received in good order. A Limited Partner failing to receive such written acknowledgement from the Administrator within five (5) Business Days should contact the Administrator to obtain the same. Failure to obtain such a written acknowledgement from the Administrator may render the request void, unless otherwise permitted by the General Partner.

[Signature page follows]

EXHIBIT F SIGNATURE PAGE

Date: _____

INDIVIDUAL LIMITED PARTNERS: PLEASE COMPLETE THE FOLLOWING:

_____
Name of individual
(*Please type or print*)

_____
Signature of individual

ENTITY LIMITED PARTNERS: PLEASE COMPLETE THE FOLLOWING:

_____
Name of corporation, trust, or partnership
(*Please type or print*)

By:_____
Name:
Title:

EXHIBIT G

PRIVACY NOTICE

At Capitalogix Investment Management, LP and Capitalogix Absolute Return Fund, L.P., maintaining the trust and confidence of our investors is of paramount importance. This Privacy Notice describes how we collect, share, and protect nonpublic personal information furnished to us by our clients and investors.

This Privacy Notice replaces all previous statements of our consumer Privacy Notice and may be amended by us at any time. We will provide you revised policies if there are any changes in how we handle your nonpublic personal information. If you end your relationship with us, we will continue to adhere to the policies and practices described in this Privacy Notice. If you have any questions about this Privacy Notice, please contact us.

Information That We Collect. In connection with providing you with our services, we obtain nonpublic personal information about you that may include the following:

- Information that we receive from you in subscription documents or other forms, including your name, address, social security number, assets and income.
- Information about your investments with us and our affiliates.

Information That We Share. We, along with our affiliates, use or share information in a limited and carefully controlled manner. We do not disclose any nonpublic personal information about our investors or former investors to anyone, except as permitted by law. Instances in which we may be required to share such information include:

- Disclosure to companies that provide services necessary to effect a transaction that you request or to service your account, such as prime brokers, accountants, attorneys or administrators.
- Disclosure to government agencies, courts, parties to lawsuits, or regulators in response to subpoenas. In such cases, we share only the information that we are required or authorized to share.

Confidentiality and Security. Only those persons who need your nonpublic personal information to perform their jobs have access to it. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to protect such information. Our employees have limited access to your nonpublic personal information based upon their respective responsibilities. All employees are instructed to protect the confidentiality of your nonpublic personal information as described in these policies, which are strictly enforced.