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## **SUBSCRIPTION AGREEMENT**

### **Classes of the Limited Partnership Interests**

**(the “LP Interests”)**

**under**

**Cubri Finance Scsp**

A special limited partnership (*société en commandite spéciale*)

subject to the Luxembourg law of 10 August 1915 on Commercial Companies, as amended

**(the “Company Law”)**

Registered office: 75, Parc d’activités, L-8308 Capellen, Grand Duchy of Luxembourg;

R.C.S. Luxembourg: B268588

**(the “Partnership”)**

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**The present Subscription Agreement is submitted to a limited number of potential eligible investors on a confidential basis. The recipient undertakes that neither it nor any of its employees or advisers (as the case may be) shall use the information for any purpose other than for evaluating its future investment in the classes of LP interests of the Partnership or divulge such information to any other party. This document shall not be photocopied, reproduced or distributed to others without the prior written consent of Cubri Asset Management S.à r.l., acting as the managing general partner (*associé gérant commandité*) of the Partnership.**

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## FOR LEGAL ENTITIES

Please complete this Subscription Agreement (the “Subscription Agreement”) in full using block capitals and black ink and sign it. We reserve the right not to process incomplete or unsigned applications. Your application is subject to the final acceptance of Cubri Asset Management S.à r.l. a private limited liability company (Société à responsabilité limitée) organized and existing under the laws of Luxembourg, having its registered office at 75, Parc d’activités, L-8308 Capellen, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (Registre de Commerce et des Sociétés) under number B268525 (the “General Partner”). Please return the duly signed form along with all the required identification documents by mail with the original to follow.

**TRIDENT TRUST COMPANY (LUXEMBOURG) S.A., Registrar and Transfer Agency Service 75, Parc d’activités, L-8308 Capellen, Grand Duchy of Luxembourg | Tel. +352 26302848.E-mail:funds.luxembourg@tridenttrust.com**

**THE INVESTOR (the “Investor”) HEREBY AGREES TO BECOME A PARTY TO AND BE BOUND IN ALL RESPECTS BY THE PROVISIONS OF:**

- The Limited Partnership Agreement dated on the 14.06.2022 of the Partnership, a special limited liability partnership (*société en commandite spéciale*) organized and existing under the laws of Luxembourg, having its registered office at 75, Parc d’activités, L-8308 Capellen, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (Registre de Commerce et des Sociétés) under number B268588 as may be amended from time to time (the “LPA”).
- The present Subscription Agreement.

In this Subscription Agreement capitalised words and expressions used but not defined have the meanings given to them in the LPA.

### **Subscription to Interests in the Partnership**

The Investor agree to become a limited partner of the Partnership and hereby commits to subscribe for LP Interests for a total amount and in the following class of LP interest (“**Class of Interest**”):

Please check the relevant box and indicate your subscription amount in words and numbers please note the minimum subscription amount per Class A is Euro 500,000 and in respect of Class B USD 500,000.

Class A (Euro Class) for subscription amount of (in numbers) \_\_\_\_\_ Euro /  
(in words) \_\_\_\_\_ Euros;

Class B (USD Class) for a subscription amount of (in numbers) \_\_\_\_\_ USD/  
(in words) \_\_\_\_\_ United States Dollars;

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**THE INVESTOR HEREBY DECLARES AND ACKNOWLEDGES:**

- To have received and read a copy of the Fund Fact Sheet.
- To have received and read a copy of the LPA;
- To have reviewed the LPA and to understand the risks of, and other considerations relating to, the purchase of Interests as well as the investment objectives, policies, strategies and risks of the Partnership and consent to the content of the LPA;
- To have received satisfactory answers and clarifications by duly authorized representatives of the Partnership on all questions raised by the Investor;
- That the General Partner, on behalf of the Partnership, has made available to the Investor all documents that it has requested relating to an investment in the Partnership;
- That, in evaluating the suitability of an investment in the Partnership, the Investor has not relied upon any representations or other information (whether oral or written) other than as contained in the foregoing documents or written answers to questions furnished to the Investor by the Partnership and the General Partner, and the Investor acknowledges that such information has not been supplemented to reflect significant changes in the structure and the terms of the investment (whether or not reflected in this Subscription Agreement).

**POWER OF ATTORNEY**

The Investor does hereby appoint the General Partner and its officers (and any successor General Partner and its officers) as its true and lawful representative and attorney-in-fact (*mandataire*) to make, execute, sign and file (i) the LPA and its Appendices, instruments, documents, or any counterparts thereof related to transfers of Interest in the Partnership made in accordance with the LPA, (ii) any amendments to the LPA in accordance with Clause 8.1 of the LPA including the acceptance of new limited partners and (iii) all such other instruments, documents, statements and certificates which may from time to time be required by any other authority, the 1915 Law, or any other law or regulation, or deemed necessary by the General Partner to effect, implement and continue the valid and subsisting existence and the business of the Partnership, or as otherwise provided for in the LPA. Such representatives and attorneys-in-fact shall not have any right, power or authority to amend the LPA when acting in such capacities, save as expressly provided for herein.

The power of attorney granted pursuant to this Subscription Agreement shall survive until the term of the Partnership and not be affected by the subsequent death, incapacity, disability, dissolution, termination or bankruptcy of the Investor granting such power of attorney.

The power of attorney granted under this Subscription Agreement shall be valid and in full force and effect for a limited period equal to the duration of the Partnership. The Investor hereby agrees that such duration is in the interest and for the benefit of all Partners (as defined in the LPA) and is reasonable given the nature and duration of the investments made by the Partners in the Partnership; provided, however, that, notwithstanding anything to the contrary in this Subscription Agreement, if any such power of attorney is determined to be invalid or voidable under applicable law due to the potential duration thereof, it is the intent of the Investor that the duration of such power of attorney be reduced to the maximum duration possible without rendering such power of attorney invalid, or voidable under applicable law.

## 1. APPLICANT DETAILS

Please complete the information listed below:

Entity name			
Legal form			
Registered office	Attn		
	Street/N°		
	City/Town		
	Post Code		
	Country		
Trade Register		Registration number	
Tel			
E-mail <sup>1</sup>			
Contact Person		Position	

## 2. INVESTMENT DETAILS

You may apply for LP Interest in one or more Classes of Interests by completing the information below. By signing this Subscription Agreement, you irrevocably undertake to purchase the LP Interest below in compliance with the terms and conditions of this Subscription Agreement:

Name of Partnership and Class	Class of Interests	Currency (ISO Code)	ISIN	Invested Amount <sup>2</sup>
Cubri Finance Scsp	A	EUR	LU2513981279	
Cubri Finance Scsp	B	USD	LU2513981352	

**The invested amount represents your total subscription in the relevant Class of Interests within the Partnership**

### PAYMENT INSTRUCTIONS

Please use the following bank account(s) details to transfer your subscription payment with reference to the Name of Partnership and Class of Interests (if any) invested. Cleared funds should be received before the relevant Cut-Off Time (as defined in the LPA). Payment of your investment must be drawn on a bank account opened in your own name. Payments from Cubri Services SA bank accounts allocated to the investors and denominated under the investors name will be accepted. **No third party payments will be executed.** We reserve the right to reject payments executed by a credit institution not governed by AML laws equivalent to those of AML Legislation (as defined in the LPA).

<sup>1</sup> **This Email address will be used to send you the NAV of your Interests, notices (if applicable) and the convening notices to the general meetings of the Partnership.**

<sup>2</sup> Certain Classes of Interest may impose **minimum subscription amount** – please refer to the LPA as to the applicable minimum subscription amount.

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**EURO Bank Account Details:**

**Account Holder:** Cubri Finance SCSP

**Account Holder Address:** 75 Parc d'Activites, L-8308 Capellen, Luxembourg

**Bank Name:** Citibank Europe Plc, Luxembourg Branch

**Bank address:** ZA Bourmicht 31, L-8070 Bertrange, Grand Duchy of Luxembourg.

**IBAN:** LU790340007000298861

**SWIFT/BIC:** CITILULXXXX

**USD Bank Account Details:**

**Account Holder:** Cubri Finance SCSP

**Account Holder Address:** 75 Parc d'Activites, L-8308 Capellen, Luxembourg

**Bank Name:** Citibank Europe Plc, Luxembourg Branch

**Bank address:** ZA Bourmicht 31, L-8070 Bertrange, Grand Duchy of Luxembourg.

**IBAN:** LU700340007000210850

**SWIFT/BIC:** CITILULXXXX

**3. TERMS & CONDITIONS****1. CORRESPONDENCE**

The Investor hereby authorizes Trident Trust Company (Luxembourg) S.A. acting as registrar and transfer agent of the Partnership ("**Registrar and Transfer Agent**") to send by email or fax to the Investor the following documents: convening notices to general meetings, information notices, distribution notices, statements of account and any other documents deemed necessary by the Registrar and Transfer Agent and the Partnership, including, without limitation and information in connection with anti-money laundering inquiries and status.

The Investor acknowledges that email or facsimile is not a secure means of communication and recognises and fully accepts the associated risks pertaining to the sending of documents by the Registrar and Transfer Agent via email or fax including, without limitation, loss of information, errors, misdelivery, mistransmission, delivery delays (including without limitation those resulting from the Registrar and Transfer Agent's systems, networks, processes or procedures), deletions in error (including without limitation those resulting from the Registrar and Transfer Agent's systems, networks, processes or procedures), and unwanted access by third parties (including without limitation viruses, falsification, forgery and misuse of data), for which the Registrar and Transfer Agent shall not be responsible.

The Investor hereby agrees and undertakes that it will be liable for all demands, claims, actions, proceedings, losses, damages or other liabilities and costs and expenses that may arise or which the Registrar and Transfer Agent may suffer in sending the appropriate document(s) to the addressee as designated by the Registrar and Transfer Agent. This authorisation shall continue in effect until the Investor informs the Registrar and Transfer Agent in writing that it wishes to revoke this authorisation.

The investor hereby authorises the Registrar and Transfer Agent and/or the Partnership to send correspondence by electronic mail or fax to any of the email address/es and/or fax numbers provided to the Registrar and Transfer Agent, and agrees that it may send the Investor communications via these means unless and until it receives written notice from the Investor withdrawing consent for the same.

**2. EXCHANGE RATES AND FEES**

The Investor hereby acknowledges that if subscription is made and paid in a currency different from the official denomination of the relevant Class of Interest (as and when available), such subscription will be processed at the applicable outstanding exchange rate ~~and any applicable exchange fees and expenses will be charged to the Investor.~~

#### 4. DECLARATIONS

Accuracy of information	<input checked="" type="checkbox"/> I certify that all the information provided in this document and in the declaration of beneficial owner is accurate and complete and undertake to immediately notify <b>Trident Trust Company (Luxembourg) S.A.</b> if any of the information provided in this document changes (in particular if you have stated that you are an institutional investor and do not qualify as such anymore, change of name, contact, status, structure, ultimate economic beneficiaries...) and submit a new agreement within 30 days.
Subscription Agreement, and LPA	<input checked="" type="checkbox"/> I declare that I have read, agreed and understood the contents of this Subscription Agreement and that I have had the opportunity prior to completing this agreement to request and read the LPA including the risk section. I understand that the subscription for LP Interests is made subject to the terms of such documents and the terms and conditions of this agreement (including the application notes).
Beneficial Owner	<input checked="" type="checkbox"/> I hereby confirm that the investment is made on the applicant's own behalf. <input type="checkbox"/> I hereby confirm that the investment is made in my name but on behalf of my clients and that I have identified and verified the identity of underlying clients and their ultimate economic beneficiaries as well as the origin of the money invested. None of such clients and ultimate economic beneficiaries is named on list of prohibited country, territories, entities and individuals maintained by the OFAC, the EU or my financial supervisory authority.
	<input checked="" type="checkbox"/> I am the ultimate economic beneficiary of the LP Interests invested; <b>or</b> <input type="checkbox"/> I am not the ultimate economic beneficiary and I have provided the additional declaration to identify the ultimate economic beneficiaries
Capacity	<input checked="" type="checkbox"/> I declare that I have full legal capacity to subscribe in, hold and/or deal with the LP Interests.
Origin of funds	<input checked="" type="checkbox"/> I confirm that the monies invested do not originate directly or indirectly from illegal or criminal activities and more generally do not contravene to applicable anti-money laundering laws and regulations.
Fax or other electronic transmission	<input checked="" type="checkbox"/> I agree that the Partnership and its agents (including Trident Trust Company (Luxembourg) S.A.) is authorized to accept and execute any future instructions received by fax and/or electronic instruction without subsequent written confirmation and until written notice of the contrary, the applicant assuming all risks, e.g. those arising from an error in communication or comprehension as well as those arising from fraud and release the Partnership from any liability in that respect.
TAX Compliance	<input checked="" type="checkbox"/> I/We confirm that I/we did declare all revenues to the competent tax authorities and that the source of funds is not related to tax evasion in any other jurisdiction.
Prohibited Person	<input checked="" type="checkbox"/> I confirm that I do not qualify as a "Prohibited Person" as per the definition in the LPA.
Professional Investor	<input checked="" type="checkbox"/> I do declare to be a Professional Investor within the meaning of MIFID II (as defined in Annex I attached to this Subscription Agreement) or to opt to be treated as professional investor as set out in Annex I.
Reverse solicitation	<input checked="" type="checkbox"/> I do declare to subscribe for the LP Interests at my own exclusive initiative and that neither the General Partner, nor the Partnership (nor any intermediary acting on their behalf) has solicited me to invest in the Partnership as set out in Annex II.

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## **5. REPRESENTATION AND WARRANTIES**

**We, the Investor hereby declare, confirm represent and warrant to, and agree with the General Partner (for itself and on behalf of the Partnership) as follows:**

- 1) We are empowered, authorised and qualified to enter into this Subscription Agreement, to commit capital for the subscription of LP Interests and to become a limited partner of the Partnership;
- 2) We are investing for our own account and not as trustee, agent, representative, intermediary, nominee or in a similar capacity on behalf of a third party, nor with a view to distribution or resale, and it has no contract, undertaking or arrangement with any person to sell, assign, transfer or grant a participation right with respect to the Interests and it has no intention to sell, assign or otherwise transfer the LP Interests;
- 3) neither the General Partner, nor the Partnership (nor any intermediary acting on their behalf) has solicited me to invest in the Partnership. We understand and acknowledge that (i) the Partnership has not been actively marketed within the meaning of article 1(9) of the AIFM Law. The LP Interests have not been directly or indirectly offered or placed at the initiative of the General Partner or on behalf of the General Partner. Therefore, we certify and represent that our investment is made on the basis of a reverse solicitation as evidenced in the Annex II of this Subscription Agreement.
- 4) We are a Professional Investor within the meaning of Annex II of MiFID II or we adhere to the status of Professional Investor.
- 5) We are not a Prohibited Investor within the meaning of the LPA.
- 6) We have received, carefully reviewed and understood the LPA and this Subscription Agreement and all other documents that we have requested relating to an investment in the Partnership. In evaluating the suitability of an investment in the Partnership, we have not relied upon any representations or other information (whether oral and written) other than those contained in these documents.
- 7) We understand the risks of, and other considerations relating to, the purchase and subscription of LP Interests as well as the investment objective of the Partnership (including the risks arising from the nature and structure of the Partnership, its investments, and the risks associated with our particular legal, tax, regulatory, financial or other circumstances.
- 8) We have received adequate information concerning all matters which we consider material to a decision to commit to subscribe for LP Interests.
- 9) We are not relying on the Partnership and the General Partner or any company related thereto, or any of their partners, members, officers, counsels, agents or representatives for legal, investment or tax advice. Our decision to commit to subscribe in the Partnership is only relies on the LPA and the advice of our tax, legal or other advisers and independent investigations.
- 10) We acknowledge and agree that the Partnership, the Central Administration Agent, or the General Partner may deliver and make reports, statements, forms and other communications, such as notices, available in electronic form;

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- 11) The execution and delivery of this Subscription Agreement and all other documents and agreements relating thereto have been duly authorised by all necessary corporate action and such documents and agreements:
- a. constitute our legal, valid and binding obligations enforceable in accordance with their terms (except to the extent enforceability may be limited by bankruptcy, moratorium and similar laws affecting creditors' rights generally);
  - b. do not, and the performance of the terms thereof will not, contravene any provision of existing law or regulations, or the charter, by-laws or organisational documents of or applicable to us; and
  - c. will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under, or result in or permit the creation or imposition of any lien, charge or encumbrance upon any of our assets pursuant to, any indenture, mortgage, or other agreement or instrument or any judicial decree, order or decision to which we are a party or by which we are bound.
- 12) We are neither the subject matter of any bankruptcy, insolvency, reorganisation, receivership, liquidation, administration or such other proceedings nor any proceeding relating to money laundering;
- 13) We acknowledge that the Partnership may be subject to regulations imposed by foreign regulators, in particular the Foreign Account Tax Compliance Act ("**FATCA**"). FATCA provisions generally impose a reporting obligation to the US Internal Revenue Services of non-US financial institutions that do not comply with FATCA and US persons' (within the meaning of FATCA) direct and indirect ownership of non-US accounts and non-US entities;
- 14) We acknowledge that the Partnership is a Luxembourg reporting financial institution under FATCA, as such the Partnership is registered, and subject to reporting obligations in accordance with section IX (FATCA) of the LPA;
- 15) If at any time during the term of the Partnership any of these representations and warranties cease to be true or are breached, we must promptly notify the General Partner in writing of that fact. The General Partner may take any and all action provided for under the LPA in relation to any such inaccuracy or breach including the compulsory redemption of the LP Interests.
- 16) We are knowledgeable, sophisticated and experienced in business and financial matters; We fully understand and agreed in the terms of the LPA that we are able to bear the economic risk of our investment in the Partnership for the duration of the Partnership, we are presently able to afford the complete loss of such investment and we are under no present or contemplated future need to dispose of any LP Interests to satisfy any existing or contemplated undertaking, need or indebtedness; and we have been afforded access to information about the business and management of the Partnership sufficient to enable us to evaluate our investment in the Partnership.
- 17) We also represent and warrant that: (i) (if the Investor thereunder is not a natural person) the Person we act on behalf of is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated; (ii) we have all requisite power and authority to invest in the Partnership, as provided herein; (iii) such investment will not
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result in any material violation of or conflict with (x) any term of the charter or by-laws applicable or any other organisational document or (y) any instrument by which we are bound or any law or regulation applicable; (iv) such investment has been duly authorised by all necessary action on our behalf; and (v) this Subscription Agreement has been duly executed and delivered on our behalf and constitutes our legal, valid and binding agreement enforceable against us in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganisation, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

- 18) We are not the subject of any bankruptcy or insolvency proceedings, restructuring, receivership, liquidation, administration, proceedings for money laundering or any other proceedings having equivalent effects.
- 19) There are no material actions, proceedings or investigations pending or, to the best of our knowledge, threatened against ourselves or any of our affiliates or ultimate beneficial owner(s).
- 20) We are not relying on the Partnership and the General Partner or any company related thereto, or any of their partners, members, officers, counsels, agents or representatives for legal, investment or tax advice. We will seek independent legal, investment and tax advice to the extent necessary or appropriate in connection with our decision to commit to subscribe in the Partnership.
- 21) All written information which we have provided under this Subscription Agreement is correct and complete as of the date hereof and may be relied upon. Should there be any material change in such information prior to acceptance of this Subscription Agreement, we will immediately provide the Partnership with notice of such change.
- 22) We are aware that personal information given on this Subscription Agreement or otherwise in connection with the commitment and details of our participation may be disclosed to the General Partner, any other companies affiliated to the General Partner and any delegate thereof, for the purpose of developing and processing the business relationship with us.
- 23) In particular, we acknowledge that the General Partner, acting on behalf of the Partnership, shall ascertain the identity of any beneficial owner of the Investor directly or indirectly holding more than twenty-five percent (25%) of interests in the Partnership or otherwise exercising control over the Partnership, within the meaning of the AML Legislation. In this context, the General Partner, or any delegate thereof, may require us to provide any document it deems necessary to effect such identification. The General Partner, or any delegate thereof, will further provide the Luxembourg Beneficial Owners register created pursuant to the Law of 13 January 2019 establishing a Register of Beneficial Owners (the "**Luxembourg Beneficial Owners Register**") with relevant information about us, or, as applicable, beneficial owner(s) thereof, qualifying as beneficial owner of the Partnership within the meaning of the AML Legislation. Such information will be made available to the general public through access to aforesaid beneficial owner's register, as required by, and under the conditions set forth in the AML Legislation.

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## CONFIDENTIALITY

The Investor understands, agrees and acknowledges to the use and disclosure of all information relating to the Partnership, including all information contained in the Partnership Documents, this Subscription Agreement and any other Partnership's documentation as well as any reports and accounts (if any) received by the Investor relating to the Partnership notably in accordance with the provisions of the LPA.

## DATA PROTECTION

The Investor is hereby informed and expressly consents, by signing this document, to the processing of the data voluntarily provided in this document to, as well as of any data which might be provided, for the enforcement of the agreement or regarding a query, application, or the contracting of any service or product, even after the end of the contractual relation, to the Partnership, any member of the General Partner or its affiliates (the "**Group**").

The Partnership (or its General Partner) as data controller; and the Administration Agent; the Investment Manager; the Advisor; the Depositary and/or any of the Partnership's service providers or other third parties when required by law or regulation (Luxembourg or otherwise) as processors, will have access to those personal data provided.

This personal data shall be held on computer and processed by the Partnership, the General Partner or their agents or delegates (as set out in the respective service agreements if any).

Such data will be processed for the purposes of carrying out the services of the Partnership and the General Partner as prescribed by applicable laws such as maintaining the register of Shareholders of the Partnership and providing financial and other information to Shareholders, and to comply with applicable legal obligations including client identification and tax reporting obligations.

- Please, **check this box** in case you accept the processing and communication of your personal data (as client's representative) by the Partnership, for the delivery of information and advertising on the Partnership products and services, or the various Group companies products and offers.

Only to the extent that you have accepted, the accepted purposes include the delivery of information and advertising, including via email, on offers, products, recommendations, services, promotional items, and customer loyalty campaigns of the Partnership and the various Group companies; data extraction and storage, and marketing surveys to adapt our commercial offers to your specific profile, and once the existing contractual relationship ends.

In order to adequately enforce the Subscription Agreement and be able to offer you services according to your needs, on the basis of the information provided, we will create different profiles based on your interests and needs and on the Group business strategy, and as a result automated decisions will be taken on the basis of these profiles.

The Partnership and the General Partner will take reasonable steps to ensure that all personal data in relation to Investors is recorded accurately and maintained in a secure and confidential format. Such personal data will be retained only as long as necessary or in accordance with

applicable laws and will only be disclosed to such third parties and agents or delegates as may be permitted under applicable laws or, where appropriate, with the prior consent of the relevant Investors. This may include disclosure to third parties such as auditors and the regulators and to agents or delegates of the Partnership and the General Partner who process the data inter alia

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for anti-money laundering purposes, tax laws and regulations such as, but not limited to FATCA and common reporting standard ("CRS") on OECD and EU levels or for compliance with other Luxembourg legal or regulatory requirements.

Personal data may also be transferred and/or disclosed to any member of the General Partner or its affiliates. Transfers/disclosures will be made in such parties legitimate interest for the purposes of maintaining global client records and providing centralized administrative services and Shareholders' servicing also in countries, where the Partnership is offered to subscription or distributed. As part of the communications described in the previous paragraphs, international data transfers may be made to third parties or international organisations, whether there exists a European Commission decision on their adequacy or not. International transfers to countries that cannot guarantee an adequate protection level shall be made on an exceptional basis and will be made whenever they are necessary for the adequate development of the contractual relationship.

The Group has data protection clauses to adequately ensure the protection of your data as part of the communication and international transfer of your data in countries in which they can be applied.

Should the data provided pertain to physical persons other than the client, the latter guarantees that he/she has obtained and has their prior consent for the communication of their data and has informed them, prior to their inclusion in this document, of the purposes of the data processing, communications, and other terms established herein.

The Investor guarantees the accuracy and truthfulness of the personal data provided, undertaking to keep them duly updated and to notify any changes in them.

The personal data provided will be kept for the period established on the basis of these criteria: (i) legal obligation of conservation; (ii) term of the contractual relationship and service of any responsibilities derived from said relationship; and (iii) request of removal by the interested party in the applicable cases.

Under the terms and scope established in the regulations in force, any person is entitled to:

- confirm whether the Group is processing personal data that concern you, and access them and the information related to their processing.
- request the rectification of inaccurate data
- request the removal of data, among other reasons, when they are required for the purposes for which they were collected, in which case the Group will cease to process the data except for the filing of or defence against potential claims.
- request the limitation of the processing of your data, in which case they will only be processed with your consent, with the exception of their storage and use for the filing of and defence against claims or for the protection of the rights of another natural or legal person or for reasons of significant public interest in the European Union or in a certain Member State.
- object to the processing of your data, in which case, the Group shall cease to process your data, except for the defence against potential claims.
- receive, in a structured, widely-used format that can be mechanically read, the personal data that concern you and that you have provided to the Group or request that the Group transfer them directly to another controller when technically possible.
- withdraw the consent granted, if applicable, for the purpose above, without affecting the lawfulness of the processing based on consent prior to withdrawal.

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The aforementioned rights of access, rectification, removal, limitation, objection, and transferability may be directly exercised by the data owner or its legal or voluntary representative, through a written communication sent to the Partnership or [funds.luxembourg@tridenttrust.com](mailto:funds.luxembourg@tridenttrust.com).

The interested party may file a claim with the National Commission for Data Protection (“**CNPD**”), particularly when it considers that it has not achieved satisfaction in the exercise of its rights, through the website provided for this purpose by the relevant Control Authority.

The Investor further acknowledges and accepts that the Partnership, the General Partner or the service providers (if applicable) will report any relevant information in relation to the Investor's investment in the Partnership to the Luxembourg tax authorities which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in the FATCA Law and the CRS Law, on OECD and EU levels or equivalent Luxembourg legislation.

The Investor expressly recognizes that the Partnership (or its General Partner or entities within the Group) will accept no liability with respect to any unauthorized third party receiving knowledge of or having access to such personal data, except in the case of negligence or misconduct by the Partnership (or its General Partner or entities within the Group or any of their partners, officer, director, employees or offices).

## **6. GOVERNING LAW**

The validity, construction and performance of this Subscription Agreement will be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

The courts of the District of Luxembourg-City have exclusive jurisdiction to settle any dispute arising out of or in connection with this Subscription Agreement, including a dispute regarding the existence, validity or termination of this Subscription Agreement.

## **7. AML/KYC DOCUMENTS**

**Please complete** this Subscription Agreement and send it along with the documents you are required to provide in order to subscribe to Interests to **Trident Trust Company (Luxembourg) S.A.** Subscriptions may be accepted temporarily on the basis of the receipt of documents sent by email but subject to the receipt by mail of the original signed Subscription Agreement and identification documents.

The Partnership reserves the right to reject any application in whole or in part in which event the application monies or any balance thereof will be passed to the applicant at his own risk within fourteen days of the rejection of the application.

Pursuant to the applicable Luxembourg laws and to the circulars of the Luxembourg competent supervisory authority, obligations have been outlined to prevent the use of undertakings for collective investment such as the Partnership for money laundering purposes. As a result of such provisions, the following identification documents are required to proceed to the subscription.

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**8. SIGNATURES**

**By signing hereunder, I expressly agree with all provisions mentioned in this Subscription Agreement:**

Name / Denomination	Title	Date (dd/mm/yy)	Signature

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## ANNEX I

### PROFESSIONAL INVESTOR DECLARATION IN ACCORDANCE WITH DIRECTIVE 2014/65/EU

I/We hereby confirm that I am a Professional Investor within the meaning of Annex II of Directive 2014/65/EC on markets in financial instruments as amended (“**MIFID II**”).

According to Annex II of MIFID II, Professional Investors are:

- a. entities authorised or regulated to operate in the financial markets;
- b. large undertakings meeting two of the following size requirements:
  - balance sheet total: EUR 20,000,000;
  - net turnover: EUR 40,000,000; or
  - own funds: EUR 2,000,000.
- c. national or regional governments, a public body that manages public debt, central bank, or an international or supranational institution;
- d. other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitization of assets or other financing transactions.

I/We hereby confirm that we understand, that we are not-qualifying as professional investor per se according to the above criteria, but we would like to be treated as professional investor in order to invest into the Partnership as we are

satisfying (at least) two of the following criteria (please check as appropriate):

- have carried out transactions, of significant size, on the relevant market at an average frequency of ten per quarter over the previous four quarters;
- the size of my/our financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500,000; or
- I/we, or a person authorized to carry out transactions on my/our behalf, works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

Name and details of such following person authorized to carry out transactions on my/our behalf (if applicable):

\_\_\_\_\_  
\_\_\_\_\_

I/We understand or confirm that:

- by applying to be treated as professional investor, we are supposed to be able to support a full or partial loss of our investment;
- no best-execution requirements apply; and
- no Key Information Document (KID) for Packaged Retail and Insurance-based Investment Products will be provided.
- the General Partner has provided me with a clear written warning of the protection and investor compensation rights that I may lose about which I will agree, in writing, that I am aware.
- I have received, carefully reviewed and understood the LPA, and this Subscription Agreement and all other documents that I have requested relating to my investment in the Partnership.
- In evaluating the suitability of my investment in the Partnership, I have not relied upon any representations or other information (whether oral and written) other than those contained in the LPA.
- it understands the risks of, and other considerations relating to, the purchase and subscription of LP Interests as well as the investment objective of the Partnership (including the risks arising from the nature and structure of the Partnership, its investments, and the risks associated with my particular legal, tax, regulatory, financial or other circumstances).
- I have received adequate information concerning all matters which I consider material to a decision to subscribe for LP Interests;
- I have relied solely upon the LPA, the advice of my tax, legal or other advisers and my independent investigations in making a subscription for LP Interests and I am not relying on the General Partner, the Partnership or the Central Administration Agent or any references to any opinion in the LPA with respect to individual, partnership or corporate tax and other economic considerations involved in this investment.

I/We understand that the Registrar and Transfer Agent may request, and I/we undertake to provide the Registrar and Transfer Agent with further information and documents and to make further confirmations insofar as it is required for the status of a professional investor.

I/We (i) undertake to immediately notify the Registrar and Transfer Agent of any changes to the information provided above; and (ii) that should the Registrar and Transfer Agent become aware however that I/we no longer fulfil the initial conditions, which made me/us eligible for a professional treatment, the Registrar and Transfer Agent must take appropriate action.

Professional Investor subscribing in my entity name and in my own behalf

Professional investor subscribing in our entity name on behalf of third party(ies)

We hereby certify that the underlying client(s) / ultimate economic beneficiary(ies) is (are) professional investors within the meaning of MIFID II or have opted to be treated as

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professional investors in accordance with MIFID II and we have certified their expertise and fulfilment of the Annex II of MIFID II characteristics and carried out a fitness test certifying that they can indeed be treated as professional investors.

We certify his (their) expertise, experience and knowledge in adequately appraising an investment in the Partnership, as such the underlying client(s) / ultimate economic beneficiary(ies) is (are) consequently aware of the highly risky character of the investment in this Partnership.

Name:

Date:

Signature: \_\_\_\_\_

- See next page -



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## ANNEX II

### Reverse Solicitation Declaration

1. The Investor hereby declares that:

neither the General Partner, nor the Partnership (nor any intermediary acting on their behalf) has solicited the Investor to invest in the Partnership; and

It/He/She will subscribe for LP Interests at its/his/her own exclusive initiative.

2. The Investor hereby declares that:

It/He/She has enclosed the necessary document(s) as an attachment of this declaration in order to certify that the subscription will be made on the basis of a reverse solicitation.

Reverse solicitation shall refer the situation where a client initiates at its own exclusive initiative the provision of an investment service or activity by a third-country firm.

SIGNATURE OF THE INVESTOR:

\_\_\_\_\_  
Name and Title of authorised signatory:

\_\_\_\_\_  
Date: