MEMPHIS FUND
Special limited partenrship
(*Société en commandite spéciale*)
formed under the laws of the Grand duchy of Luxembourg

SUBSCRIPTION AGREEMENT

SUBSCRIPTION FORM

Instructions to the applicant:

Please complete, date and sign the following parts of this subscription agreement (the **Form**):

1. SUBSCRIPTION 3
2. COMMUNICATION, INFORMATION AND CHANGES 4
3. OTHER INVESTORS 5
4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SUBSCRIBER 6
5. COMPLIANCE WITH ANTI-MONEY LAUNDERING REGULATIONS, ETC. 8
6. FATCA, CRS AND ATAD 2 10
7. INVESTOR INFORMATION 10
8. AMENDMENTS AND WAIVERS 10
9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES, INDEMNITY 10
10. SUCCESSORS AND ASSIGNEES 10
11. NOTICES 11
12. GOVERNING LAW AND SUBMISSION TO JURISDICTION 11
13. HEADINGS, ETC 11
14. ENTIRE AGREEMENT 11
15. COUNTERPARTS, SIGNATURE 11

Appendix A Overview of details relating to the Subscriber and Subscription Amount 13
Appendix B Declaration of the beneficial owner and origin of invested funds for individuals 15
Appendix C Declaration of the beneficial owner and origin of invested funds for legal entities 18
Appendix D FATCA/CRS Self Certification Form for Legal Entities 22
Appendix E Individual Self Certification for FATCA and Common Reporting Standard ("CRS") purposes 31
Appendix F Data protection 34

Thereupon, please return the duly completed, dated and signed Form with the relevant supporting information and documents by email, fax, online or by post using the details below:

Opportunity Financial Services SA
7 Rue Robert Stumper
2557 Luxembourg
Grand Duchy of Luxemburg

Fax: +352 28 12 59
Online: memphis@opportunityfs.com
Telephone queries: +352 26 38 92 40

PREAMBULE

The undersigned applicant, whose name is set forth in the Signature Page of the Investor hereto, and whose further details are set forth in Appendix A hereto (the **Subscriber** or the **Investor**),

hereby irrevocably applies to subscribe for Units in **Memphis Fund**, a special limited partnership (*société en commandite spéciale*) formed under the laws of the Grand-Duchy of Luxembourg, having its registered office at 18 rue Robert Stümper, L-2557 Luxembourg, Grand Duchy of Luxembourg and registered with the Register of Trade and Companies of Luxembourg (the **RTCL**) under number B300426 (the **Partnership**), whose managing general partner (*associé commandité gérant*) is **NI Capital GP**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 7 rue Robert Stümper, L-2557 Luxembourg, Grand Duchy of Luxembourg and registered with the RTCL under number B297272 (the **General Partner**),

in such class and amount as set forth in Appendix A hereto (the **Subscription**).

The Subscription is subject to acceptance by the General Partner. The General Partner's acceptance of all or part of the Subscription shall constitute this Form as valid, duly executed and binding and shall additionally bind the Subscriber as a limited partner (*associé commanditaire*) of the Partnership.

The Subscription shall be subject to the terms and conditions set out in (i) in the limited partnership agreement of the Partnership dated September 24th 2025, as may be amended and/or restated from time to time (the **LPA**), (ii) any Side Letter that may be entered into between the Subscriber and the Partnership and (iii) this Form.

Subject to the terms hereof and subject to the reliance by the Partnership upon the representations and warranties of the Subscriber contained herein, (a) the Subscriber, by signing this Form irrevocably agrees to subscribe for Units to be issued by the Partnership and agrees to adhere to and irrevocably be bound by the terms and provisions of the LPA and this Form as each may be amended and/or supplemented from time to time and (b) the General Partner agrees that the Subscriber shall be admitted as a Limited Partner upon and subject to acceptance by the General Partner of all or part of the Subscription under this Form and the related issuance of the Units by the Partnership to the Subscriber.

No action has been taken that would, or is intended to, permit a public offer of the Units in any country or jurisdiction where any such action for that purpose is required. The Units may not be offered or sold, directly or indirectly, and neither the LPA nor any other information, form of application, advertisement or other document may be distributed or published in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations.

In this Form, unless otherwise specified herein, capitalised terms and other expressions shall have the meaning ascribed to them in the LPA. This Form includes all its Appendices.

A reference to the Partnership shall be a reference to the Partnership acting by the General Partner, as managing general partner (*associé comamndité gérant*) of the Partnership, and a reference to the General Partner shall be a reference to the General Partner acting as managing general partner (*associé comamndité gérant*) of the Partnership, unless the context otherwise requires. A reference to the Partnership, the General Partner, the Depositary, the Administrative Agent, the AIFM and the Investment Manager includes, where the context permits, a reference to their respective officers, employees and agents or any of them.

1. SUBSCRIPTION

1.1. Application for the Subscription of Units

1.1.1. The Subscriber hereby makes an application to subscribe for Units as set forth in Appendix A hereto, in accordance with the terms and conditions of the LPA.

1.1.2. Appendix A hereto shall include the intended investment amount that the Subscriber intends to make in exchange for the Units (the **Subscription Amount**).

1.1.3. Any potential taxes and administrative costs arising from a Subscription will be charged to the Investor.

1.1.4. The General Partner has the discretion to accept or reject subscription requests in full or in part.

1.1.5. The Subscriber agrees that the Subscription must fulfil the conditions determined in the LPA and, as the case may be, this Form (and in particular the conditions applicable to the relevant Class set out in the LPA).

1.1.6. The Subscriber irrevocably agrees to fund the Subscription Amount in accordance with the LPA and understands that it shall not become a Limited Partner until it has fully paid such Subscription Amount.

1.1.7. The Subscriber acknowledges and agrees that the Partnership offers, as the case may be, different Classes, each subject to different terms as per the provision of the LPA.

1.2. Issuance of Units

1.2.1. Units will be issued at each Admission Date at (i) on the Initial Admission Date, a subscription price of US 10 per Unit and (ii) on any Subsequent Admission Date, the Net Asset Value per Unit determined as at the Valuation Day following the date on which the Subscription has been accepted.

1.2.2. The Subscriber acknowledges and agrees that the Subscription request made under this Form shall bear the date on which it has executed this Form as set forth in the Signature Page of the Investor hereto, or such later date as from which this duly completed and signed Form, together with all information and documents required hereunder, have been duly received by the Partnership (the **Subscription Request**).

1.2.3. The Subscription Request must be received by the Administrative Agent by 5.00 p.m. (Luxembourg time) no later than two (2) Business Days before the relevant Admission Date (the **Subscription Cut-Off Time**), provided that Subscription Requests received after the Subscription Cut-Off time relating to a given Admission Date will, in the discretion of the General Partner, either be (i) treated as deemed received by the Subscription Cut-Off Time of the following Admission Date, and processed accordingly or (ii) rejected.

1.2.4. Any Subscriber acting as a nominee accepts to provide to the Partnership and the Administrative Agent the name(s) of the ultimate beneficial owner(s) as requested by the Grand Ducal Regulation dated 1 February 2010 and any other requested information if the provided ones are not sufficient to identify the ultimate beneficial owner(s).

1.2.5. The Subscriber understands that the General Partner may reject this Subscription without having to justify its decision and that the General Partner and the Administrative Agent have the right to request and obtain information, documents or other items to identify the ultimate beneficial owner(s) of this Subscription as well as any document that the General Partner or the Administrative Agent may consider necessary to enable It to meet its legal and regulatory obligations and to maintain its relationship with the Subscriber. In particular, the Subscriber:

1.2.5.1. Confirms that he/she meets all the conditions of eligibility for subscribing to Units as provided for in the LPA and, as the case may be, this Form;

1.2.5.2. Acknowledges and agrees that the General Partner is authorized to request a compulsory redemption of Units at the applicable redemption price in case Units are held by an entity/individual (either acting in in their own name or as nominee) that does not fulfil the eligibility requirements for holding Units as provided for in the LPA:

1.2.5.3. Acknowledges and agrees that, in addition to any liability under applicable law, it shall be obliged to hold harmless and indemnify the Partnership, the General Partner, the other Limited Partners and the Service Providers for any damages, losses and expenses resulting from, or connected to, any such holding circumstances described above; and

1.2.5.4. Acknowledges and agrees that the General Partner may, in its discretion, delay the acceptance of the Subscription until the time on which it has received sufficient evidence that the Subscriber (either acting in in their own name or as nominee) fulfil the eligibility requirements for holding Units as provided for in the LPA.

1.3. Adherence to the LPA

1.3.1. The Subscriber hereby declares that it has received, read and understood the latest version of the LPA.

1.3.2. By executing this form, the Subscriber irrevocably agrees to adhere and irrevocably be bound by the terms and provisions of the LPA and this Form as may be supplemented from time to time.

1.4. Settlement

1.4.1. Payment of the Subscription Amount

1.4.1.1. The full Subscription Amount must be paid on the bank account of the Partnership at the latest two (2) Business Days before the relevant Admission Date to which the Subscription relates.

1.4.1.2. The payment of the Subscription Amount shall be made in cash.

1.4.2. Default

1.4.2.1. If the Investor fails to pay the Subscription Amount, the Subscription will not be accepted.

1.4.2.2. The Partnership, the General Partner and the Administrator have no liability for any delay or failure to issue Units as a result of a defaulting investor failing to fund its Subscription Amount.

2. COMMUNICATION, INFORMATION AND CHANGES

2.1. The Subscriber accepts that the Partnership or its Administrative Agent shall communicate all correspondence (including in relation to the convening to any Partner's meeting) to him/her, at his/her own risk, by email if all the necessary details have been provided in the current Form. Otherwise, any correspondence is sent, by default, by

post to the address indicated in the present Form (or to any other address which the Subscriber may notify the Partnership or its Administrative Agent in the future).

2.2. The Subscriber accepts that all correspondence sent by the Partnership or its Administrative Agent is considered as being valid from the time it has been sent to the aforementioned address.

2.3. The Subscriber further accepts that all correspondence sent by the Partnership or its Administrative Agent is considered has having been duly given:

2.3.1. on the date of delivery if delivered personally to the Subscriber; or

2.3.2. on the first Business Day after delivery to an international courier service, if properly addressed and all costs prepaid; or

2.3.3. if sent by email or fax, at the time of sending, *provided* that, within the next twelve (12) hours, the sender has not received a message informing it, that such delivery of its email or transmission of its fax has failed.

2.4. Should the Subscriber's contact details change, the Subscriber will ensure to communicate his/her new contact details to the Partnership and its Administrative Agent without undue delay.

2.5. The Partnership and its Administrative Agent shall compare the signatures sent to them with the specimens held at their offices without having to proceed with a more detailed investigation. Once the signatures comply, at first glance, with the specimens held at their offices, the Partnership or its Administrative Agent shall not be held responsible for any damages caused by the fact that the signatures on the instructions given to the Partnership or its Administrative Agent are fraudulent and decline all responsibility for damages that could result from any undetected forgery. With the exception of applicable laws, the Partnership and its Administrative Agent declare an obligation of means and shall only be liable in case of gross misconduct.

2.6. Without prejudice to the above, the Partnership and its Administrative Agent are not liable for damages, which may be directly or indirectly caused by the lack of authenticity or validity of the authorizations, which refer to the Subscriber or third parties acting on Subscriber's behalf.

2.7. The Partnership or its Administrative Agent reserves the right to refuse to process an instruction from any person whose identity and permissions have not been sufficiently established in the eyes of the Partnership or its Administrative Agent.

2.8. The Partnership, the General Partner, the AIFM, the Investment Manager, the Depositary or the Administrative Agent may reasonably request from the Subscriber such additional information as it may deem necessary from a legal, tax or regulatory perspective to evaluate the eligibility of the Subscriber to acquire the Units, and may reasonably request from time to time such information as it may deem necessary to determine the eligibility of the Subscriber to hold the Units or to facilitate the Partnership, the General Partner, the AIFM, the Investment Manager, the Depositary or the Administrative Agent, to comply with applicable legal or regulatory requirements or the Partnership's tax status, and the Subscriber agrees to provide such information as may be reasonably requested.

2.9. The Subscriber acknowledges and agrees that the Partnership, the General Partner, the AIFM, the Investment Manager, the Depositary and the Administrative Agent will keep the information provided in the answers to this Form strictly confidential, provided that any of the Partnership, the General Partner, the AIFM, Investment Manager, the Depositary or the Administrative Agent may present this Form and the information provided in answers to it to such parties (e.g., affiliates, attorneys, auditors, administrators, brokers, regulators and counterparties) as it deems necessary or advisable to facilitate the acceptance of the Subscription and management of the Partnership, including, but not limited to, in connection with anti-money laundering and similar laws, if called upon to establish the availability under any applicable law of an exemption from registration of the Units, the compliance with applicable law and any relevant exemptions thereto by the Partnership, the General Partner, the AIFM, the Investment Manager, the Depositary, the Administrative Agent, or any of their Affiliates, or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Partnership, the General Partner, the AIFM, the Investment Manager, the Depositary, the Administrative Agent or their Affiliates are a party or by which they are or may be bound or if the information is required to facilitate the Partnership's investments. The Partnership may also release information about the Investor if directed to do so by the Subscriber, if compelled to do so by law or in connection with any government or self-regulatory organisation request or investigation, or if the Partnership, in its sole discretion, deems it necessary or advisable to reduce or eliminate withholding or other taxes on the Partnership or its Partners.

2.10. The Investor acknowledges and agrees that the Partnership or the Administrative Agent may request the Subscriber to provide the information in the annexes hereto and the documents referred to therein.

3. OTHER INVESTORS

3.1. The Subscriber acknowledges that the General Partner shall enter into and/or expects to enter into other Subscription Agreements with other investors, or receive other subscription agreements from other investors, providing for the subscription of Units by such other investors, which may contain different and potentially preferential terms and conditions than those contained in the present Form and in the Side Letter entered into with the Subscriber (if any).

3.2. This Form and the other subscription agreements entered into between the General Partner and the Subscriber in the one hand and the General Partner and the other investors on the other hand or other subscription

agreements executed by other investors in relation to a subscription in the Partnership are separate agreements, and the Subscription hereunder and the subscription of the other investors under the other subscription agreements are separate transactions.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SUBSCRIBER

4.1. General

4.1.1. The Subscriber hereby represents and warrants as follows:

4.1.1.1. The Subscriber acknowledges that (i) the Partnership is relying upon the representations, warranties and agreements of the Subscriber contained in this Form in determining the applicability of certain laws and regulations to the transactions contemplated hereby and accordingly such representations and warranties shall survive the issue of the Units to the Subscriber, (ii) it has received, read and understood the LPA, and confirms that it is aware of and accepts the risks and obligations set out therein, (iii) it must seek its own tax advice (iv) an investment in the Partnership is speculative in nature and involves significant risks, including the possible loss of the total Capital Contribution(s) of the Subscriber, and (v) it has sufficient knowledge and experience in financial and business areas as to be able to evaluate the risks and merits of the investment in the Partnership.[1]

4.1.1.2. The Subscriber has received and reviewed the LPA and has had made available to it all other materials that the Subscriber considers relevant to an investment in the Units and has had full opportunity to ask questions of and receive answers from the Partnership or any person or persons acting on its behalf, concerning the terms and conditions of an investment in the Units. The Subscriber acknowledges that no statement or printed material which is contrary to, or which has not been superseded by, the LPA has been made or given by or on behalf of the Partnership.

4.1.1.3. The Subscriber agrees with the LPA.

4.1.1.4. The Subscriber represents and warrants that:

a. If it is a legal entity, it is duly organised, validly existing and in good standing under the laws of the jurisdiction in which it was formed and that such investment will not result in any material violation of or conflict with (i) any term of the charter or by-laws of the Subscriber or any other organisational document or (ii) any instrument by which it is bound or any law or regulation applicable to it;
b. it complies with any requirements to maintain a beneficial ownership register and that it has registered such beneficial ownership details on the relevant central beneficial owner register, as may be required;
c. it has all requisite power and authority to invest in the Units as provided herein;
d. it is not a US Person (as defined in Regulations S under the United States Securities Act of 1933, as amended) and it is subscribing for the Units of the Partnership for the account or benefit of any US Person nor with a view to the offer, sale or transfer, directly or indirectly of any such holdings within the United States or to a US Person;
e. to the extent applicable to the Subscriber, the Subscriber confirms having received a key information documents relating to the Partnership, in accordance with the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products and the relevant law(s) implementing said regulation;
f. in the event it is located, domiciled or has its registered office in a European Economic Area (the **EEA**) Member State to which the Partnership has been pre-marketed or marketed pursuant to the AIFMD, it is a professional investor (within the meaning of the AIFMD);
g. it is not involved in any bankruptcy, insolvency, reorganisation, receivership, liquidation, administration or other such proceeding or in any proceeding relating to money laundering;
h. such investment has been duly authorised by all necessary action on behalf of the Subscriber;
i. it complies with all applicable tax obligations in its country of residence/registration and any other countries where it is liable to pay taxes;
j. it has no need for liquidity in its investment in the Partnership, has the ability to bear the economic risk of such investment and at the present time and in the foreseeable future could afford a complete loss

[1] **Note to client**: we have tried to revise this section to the extent possible, however please note that its content is standard in such a subscription agreement (and we would recommend keeping most of it). Part (i) is the same as former part (a) and is needed as a protective mechanism for the fund in case of a misrepresentation from an investor, Part (ii) is a simplification of former part (b), Part (iii) is the same as former part (c) and has not equivalent in the LPA and is needed as a protective mechanism for the fund, Part (iv) is a simplification of former part (e) and (f) and has not equivalent in the LPA and is needed as a protective mechanism for the fund, Part (v) is similar to former part (g) and has not equivalent in the LPA and is needed as a protective mechanism for the fund.

of such investment; provided that notwithstanding the foregoing, nothing contained herein shall be deemed a waiver or release of any claim, liability, duty or obligation;

k. this Form has been duly executed and delivered on behalf of the Subscriber and constitutes a legal, valid and binding agreement of the Subscriber enforceable against the Subscriber 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).

4.1.1.5. The Subscriber agrees :

a. that in the event that at some future time it wishes to offer, resell, pledge or otherwise Transfer any of the Units, it will not do so unless such offer, resale, pledge or Transfer is made in accordance with securities laws of applicable jurisdictions and in accordance with the provisions concerning Transfers in the LPA;

b. that the Subscriber may only Transfer Units to a proposed transferee who qualifies as an Eligible Investor and is not a Restricted Person;

c. that the Subscriber and any proposed transferee of the Units must have each represented to the Partnership in a form acceptable to the Partnership that the proposed Transfer does not violate any laws or regulations (including, without limitation, any securities laws) applicable to it; and

d. that no Transfer of Units shall be permitted if it would result in either the Subscriber or the proposed transferee holding less than the minimum holding (if any) of Units in respect of the relevant Class.

4.1.1.6. The Subscriber confirms that :

a. the Subscriber will promptly provide such other evidence as is reasonably requested by the Partnership, including any opinions by appropriate local counsel confirming the Subscriber's legal status, and the Subscriber understands that if its status as an Eligible Investor is not established to the satisfaction of the Partnership then its Subscription may be rejected; and

b. the Subscriber will promptly provide the Partnership with such information as it may reasonably request from time to time with respect to the Subscriber's citizenship, residency, ownership or control (both direct and indirect) so as to permit the Partnership to evaluate and comply with any regulatory and tax requirements, the Subscriber's investment in the Partnership or any proposed investments of the Partnership.

4.1.1.7. The Subscriber acknowledges and understands that the General Partner is authorised to amend the LPA in accordance with and under the conditions provided in the LPA, including (without limitation) to implement any change in applicable law and/or regulation applicable to the Partnership, the General Partner, the Investment Manager or to any Service Provider.

4.1.1.8. The Subscriber has only consulted and relied on the advice of his/her own professional advisers for all tax, legal and other economic matters linked to this investment;

4.1.1.9. The Subscriber understands that the Transfer of Units is subject to restrictions and that the redemption of Units may be subject to specific rules contained in the LPA;

4.1.1.10. This Subscription will not enter in conflict with or result in any violation of or default under, any provision of any governing instrument applicable to the Subscriber, or any material agreement or other instrument to which the Subscriber is a party or by which the Subscriber is bound, or any permit, franchise, judgment, decree, statute, rule or regulation applicable to the Subscriber,

4.1.1.11. Any information that the Subscriber has provided to the Partnership or its Administrative Agent is correct and complete as of the date of this Form, and if there should be any change in such information prior to the Subscriber's admission as Limited Partner, and during all the period of his/her investment, the Subscriber will immediately provide in writing such revised or corrected information to the Partnership or its Administrative Agent;

4.1.1.12. The Subscriber declares that the origin of the funds relating to this subscription do not come from drug trafficking or from any offence listed under Article 506 1 of the Luxembourg Criminal Code, as amended from time to time;

4.1.1.13. The Subscriber agrees to execute all payments in compliance with all terms and conditions under this Form;

4.1.1.14. The Subscriber understands and acknowledges that this Form, the LPA and any Side Letter issued to it in connection with its investment in the Partnership constitute the entire agreement between it and the Partnership relating to its Subscription (and, for the avoidance of doubt, no cover letter or other letter or agreement submitted by the Subscriber with this Form shall form part of the agreement or relationship between the Subscriber, and the Partnership in respect of the Subscription). In the event of any conflict or inconsistency between this Form and any Side Letter, such Side Letter shall prevail

(to the extent of the conflict or inconsistency) and shall control and govern with respect to the Subscriber.

4.2. Trustee, Agent, Representative or Nominee

4.2.1. If the Subscriber is acting as trustee, agent, representative or nominee for an underlying subscriber, the Subscriber understands and acknowledges that the representations, warranties and agreements made herein are made by the Subscriber (a) with respect to the Subscriber and (b) with respect to such underlying subscriber. The Subscriber has delivered this Form and the LPA to such underlying subscriber and the Subscriber shall promptly deliver to such underlying subscriber any supplements or amendments to any such documents that are delivered to the Subscriber. The Subscriber has all requisite power and authority from such underlying subscriber to execute and perform the obligations under this Form on behalf of such underlying subscriber and to give the representations and warranties for, and to make the agreements herein on behalf of, such underlying subscriber. If the Subscriber is not purchasing Units for the Subscriber's own account, the Subscriber agrees to provide any additional documents and information that the Partnership reasonably requests, provided that the Subscriber is not prohibited from providing such documents and/or information under any applicable laws and regulations.

5. COMPLIANCE WITH ANTI-MONEY LAUNDERING REGULATIONS, ETC.

5.1. The Subscriber acknowledges that the Partnership, the General Partner, the AIFM, the Investment Manager, the Administrative Agent, the Depositary and the auditor of the Partnership if any will seek to comply with all applicable laws, rules, regulations, notices, circulars, practice directions and guidelines concerning money laundering and related activities, including, as applicable and without limitation, the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing, as amended (the **AML Law**), European Directives on the preventions of the use of the financial system for the purpose of money laundering and terrorist financing, as amended from time to time, practices, guidance and recommendations of the Financial Action Task Force (FATF), the Association of the Luxembourg Fund Industry (ALFI) or other organisations, the Luxembourg Criminal Code, especially articles 506-1 to 506-8 related to the money laundering offence and articles 135-5 and 135-6 on the financing of terrorism, the Grand Ducal Regulation of 1 February 2010 providing details on certain provisions of the amended law of 12 November 2004, as amended, the CSSF regulation No.12-02, the Grand Duchy regulation providing details on certain provisions of the 2004 Law and the relevant Circulars, FAQs and other guidance regarding the fight against money laundering and terrorist financing, each as amended from time to time, of the CSSF and/or the *Administration de l'Enregistrement, des Domaines et de la TVA* (AED), as well as other know-your-customer and anti-money laundering rules, regulations and procedures currently in force in the Grand Duchy of Luxembourg and any other applicable laws, rules, regulations, notices, circulars, practice directions and guidelines, as may be applicable to them from time to time (together, the **AML Regulations**). In connection therewith, the Subscriber hereby represents, warrants and confirms that:

5.1.1. the funds being used to acquire the Subscriber's Units are the Subscriber's funds and are not the funds of any other person or entity and that the Subscriber has taken all reasonable steps (including those that the Subscriber is required to take under the applicable laws to ensure that none of the funds invested at any time by the Subscriber in the Partnership will be derived from or related to any activity or source that is or is deemed to be illegal or a contravention of applicable laws under the laws of the Grand Duchy of Luxembourg, of the jurisdictions of the European Union or any other applicable jurisdictions as the case may be; and

5.1.2. to the best of the Subscriber's knowledge, no contribution by the Subscriber to the Partnership will result in a violation by the Partnership, the General Partner, the AIFM, the Investment Manager, the Administrative Agent, the Depositary of the or the Auditor of the AML Regulations applicable to them.

5.2. Please be advised that the Partnership and/or the Administrative Agent may not accept any amounts from a prospective investor if it cannot make the representations and warranties set forth in the preceding paragraph. If an existing Partner cannot make these representations and warranties, the Partnership may require the withdrawal of Units or take such other actions as may be required under applicable law.

5.3. The Subscriber agrees to notify the Partnership and the Administrative Agent promptly in writing should the Subscriber become aware of any change in the information set forth in these representations and warranties. The Subscriber is advised that, by law, the Partnership and/or the Administrative Agent may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional contributions from the Subscriber, declining any withdrawal requests and/or segregating the assets in the account in compliance with governmental regulations, and the Partnership and/or the Administrative Agent may also be required to report such action and to disclose the Subscriber's identity to any applicable governmental and regulatory authorities. The Subscriber further acknowledges that the Partnership may, by written notice to the Subscriber, suspend the payment of withdrawal proceeds payable to the Subscriber if the Partnership and/or the Administrative Agent reasonably deems it necessary to do so to comply with anti-money laundering laws and regulations applicable to the Partnership, the General Partner, the AIFM, the Investment Manager, the Depositary, the Administrative Agent or any of the Partnership's other service providers.

5.4. The Subscriber represents and warrants that, to the best of its knowledge, none of:

5.4.1. the Subscriber;
5.4.2. any person controlling or controlled by the Subscriber;
5.4.3. if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; or
5.4.4. any person for whom the Subscriber is acting as agent or nominee in connection with this investment,

is a senior foreign political figure*, or any immediate family member** or close associate*** of a senior foreign political figure as such terms are defined in the footnotes below.

5.5. If the subscriber is a non-U.S. banking institution (a **Non-U.S. Bank**) or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Non-U.S. Bank, the Subscriber represents and warrants to the Partnership that:

5.5.1. the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities;
5.5.2. the Non-U.S. Bank employs one or more individuals on a full-time basis;
5.5.3. the Non-U.S. Bank maintains operating records related to its banking activities;
5.5.4. the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and
5.5.5. the Non-U.S. Bank does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.

5.6. The Subscriber acknowledges that, pursuant to anti-money laundering laws and regulations, the Partnership, or the Administrator may be required to collect further documentation verifying the Subscriber's identity, anti-money laundering policies and procedures, background documentation relating to its directors, trustees, settlors and beneficial owners, and audited financial statements, if any, and the source of funds and, if necessary, the source of wealth that created the funds used to purchase the Units before, and from time to time after, acceptance of this Form. The Partnership at any time may reasonably request the Subscriber to provide it with such information and documentation as the Partnership determines to be reasonably necessary or appropriate (a) to comply with the anti-money laundering laws, rules and regulations of any applicable jurisdiction and (b) to respond to requests for information concerning the identity or source of funds of Partners from any governmental authority, self-regulatory organisation or financial institution in connection with its anti-money laundering compliance procedures, or to update such information (the **AML Obligations**).

5.7. The Subscriber further acknowledges that companies established in Luxembourg such as the Partnership, the General Partner and any relevant Service Providers, are subject to the obligation to file certain information on the natural persons considered as their beneficial owner as defined in the AML Law, in the register of beneficial owner in Luxembourg pursuant to the law of 13 January 2019 on the register of beneficial owners. Therefore, any person considered as a beneficial owner of the Partnership within the meaning of the aforementioned law is legally required under the law of 13 January 2019 on the register of beneficial owners to provide the necessary information in this context to the Partnership. Certain information on the beneficial owners of the Partnership as contained in the register of beneficial owners will be publicly accessible. The Subscriber hereby consents to any such disclosure.

5.8. The Subscriber shall promptly notify the Partnership if any representation or warranty herein becomes inaccurate.

5.9. Should the Subscriber (and/or any of its controllers or ultimate beneficial owners) be considered Persons with higher risk ratings (such as but not limited to such Persons being Politically Exposed Persons or residents in a high risk jurisdiction), the Partnership, the General Partner, the AIFM, the Investment Manager, the Depositary and/or the Administrative Agent reserves the right to reasonably request further information and documentation. The Subscriber understands that its final acceptance as Limited Partner is subject to the successful completion of these AML Obligations.

---

* For these purposes, the term "senior foreign political figure" means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise. 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. For purposes of this definition, the term "senior official" or "senior executive" means an individual with substantial authority over policy, operations, or the use of government-owned resources.

** For these purposes, an "immediate family member" of a senior foreign political figure means spouses, parents, siblings, children and a spouse's parents and siblings.

*** For these purposes, a "close associate" of a senior foreign political figure means a person who is widely and publicly known (or is actually known) to be a close associate of a senior foreign political figure.

6. FATCA, CRS AND ATAD 2

6.1. The Subscriber acknowledges and agrees that it shall provide in a timely manner any Tax Information that the General Partner may reasonably request in accordance with LPA.

6.2. In particular, the Subscriber will provide in a timely manner to the General Partner all Tax Information that the General Partner may reasonably request:

6.2.1. in order to assess whether there are any tax risks deriving from the application of (i) article *168ter* and *168quater* of ATAD 2 and (ii) the Pillar 2 Directive, and as consequence whether there is a reasonable likelihood that an additional amount of tax will arise to the Partnership and any Affiliate thereof as a result thereof;

6.2.2. in order for the Partnership to be able to comply with the FATCA Law and the CRS Law, and the Subscriber will complete, sign and date the relevant Self-Certification Form For FATCA and CRS included respectively in Appendix D and Appendix E .

6.3. The Subscriber certifies that the information required in the documentation provided to the Partnership is correct and further undertakes to inform the Partnership within 30 days and provide the latter with all supporting documentary evidence of any changes related to the FATCA/CRS information after occurrence of such changes.

6.4. The Subscriber undertakes to inform its Controlling Person(s), as defined under the FATCA Law and the CRS Law, if applicable, of the processing of their personal data by the Partnership in accordance with the FATCA Law and the CRS Law.

6.5. The Subscriber acknowledges that a failure to deliver, upon request, any documents or relevant information to the General Partner, may be charged with any taxes, penalties, fines or any other charges imposed on the Partnership and attributable to such failure to provide the relevant documentation or information, and the Partnership may, in its sole discretion, redeem the Units of such Subscriber.

6.6. The latter further acknowledges and irrevocably authorises the Partnership, to the extent required by law, to disclose and transmit the required information to the Luxembourg tax authorities who, under their own responsibility may in turn pass on the reported information to the US Internal Revenue Service for FATCA purposes and to any other governmental body which collects information for CRS purposes.

6.7. The Subscriber represents and warrants to the Partnership that it is not acting together with another investor within the meaning of article 168ter of the Luxembourg income tax law, and it shall promptly notify the General Partner of any change in this respect.

7. INVESTOR INFORMATION

7.1. The Subscriber hereby confirms that the information included in the Schedules are true and correct.

7.2. The Subscriber further confirms that it must provide all the information requested by the General Partner or the Administrative Agent and all forms and other supporting documents in relation to “know-your-customer”, FATCA/CRS and other AML, tax or otherwise requested from the Partnership, the Administrative Agent or the General Partner in order for them to comply with their respective legal and regulatory obligations in relation to the Subscription.

7.3. The Subscriber acknowledges that personal data may be processed as described in Appendix F and that it has received, read and understood such Appendix.

8. AMENDMENTS AND WAIVERS

This Form may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Investor and the Partnership.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES, INDEMNITY

9.1. All representations, warranties and covenants contained herein or made in writing by the Subscriber in connection with the transactions contemplated by this Form shall survive the execution and delivery of this Form, any investigation at any time made by or on behalf of the Partnership and the acquisition of Units.

9.2. The Investor shall and hereby does indemnify and hold harmless the Partnership, the General Partner, the AIFM, the Investment Manager and each of their Affiliates from and against any and all losses, expenses, liabilities and other Claims and Expenses relating to or arising out of any breach of any representation, warranty or covenant made by the Subscriber in this Form.

10. SUCCESSORS AND ASSIGNEES

This Form shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, successors and permitted assignees of the parties hereto.

11. NOTICES

11.1. Subject to the provisions of this Form or the LPA, all notices and other communications hereunder shall be made in writing and in English, delivered electronically via email, and shall be sent as follows:

11.1.1. In the case of the Partnership or the General Partner:
Registered office: 7 rue Robert Stümper, L-2557 Luxembourg, Grand-Duchy of Luxembourg
E mail: memphis@opportunityfs.com

11.1.2. In the case of the Subscriber:
See Subscriber's contact details in Appendix A.

12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

12.1. This Form and the rights of the parties under this Form and the LPA shall be governed by and construed in accordance with the laws of Luxembourg. Each of the parties hereto irrevocably agrees that the competent courts of the City of Luxembourg shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Form or the LPA (including, without limitations, any dispute as to the existence or validity of this Form or the LPA) and, for such purposes, irrevocably submits to the jurisdiction of the competent courts of the City of Luxembourg.

12.2. Each of the parties hereto hereby irrevocably waives, to the extent permitted by law, any objection which it might have to the competent courts of the City of Luxembourg being nominated as the forum to hear and determine any such suit, action or proceedings and to settle any such disputes and agrees not to claim that any such court is not a convenient or appropriate forum.

12.3. Nothing contained in this Section shall affect the right of the Partnership to serve process in any other matter permitted by law or to bring proceedings in any other jurisdiction for the purpose of the enforcement of any judgment or settlement.

13. HEADINGS, ETC

The cover page, the table of contents and the headings of the Sections of this Form are inserted for convenience only and shall not be deemed to constitute a part hereof.

14. ENTIRE AGREEMENT

This Form, the LPA and any Side Letter between the Partnership and the Subscriber contain the entire agreement of the parties with respect to the subject matter hereof and thereof, and there are no representations, covenants or other agreements except as set forth herein or therein, respectively.

15. COUNTERPARTS, SIGNATURE

15.1. This Form (and any documents referred to or required therein) may be executed using separate signature pages or in any number of counterparts. The counterparts shall, for all purpose, constitute one agreement binding on all the parties, notwithstanding that all parties do not execute the same counterpart.

15.2. This Form (and any documents referred to or required therein) may be signed by any party under hand or by way of an electronic signature or by a signature or a representative signature affixed by mechanical means and may be reproduced as an electronic record (including through a web or other electronic portal) and delivered by electronic signature (including non-qualified electronic signatures as defined in Regulation (EU) 910/2014 and electronic transmission, including via DocuSign or other similar method which shall all be deemed equivalent to a wet-ink signature, shall constitute the execution and delivery of a counterpart of this Form (or such document referred to or required therein) by or on behalf of such person, which shall be deemed an original. Any party executing and delivering this Form (or such document referred to or required therein) in the aforementioned agrees (i) not to challenge the validity of its formation or its enforceability on grounds that it has been signed electronically, and (ii) to take any and all reasonable additional actions including providing the other party with necessary information) required to evidence the validity of the electronic signature and/or its intent to be bound by the terms of the Form (or such document referred to or required therein) as may be reasonably requested by the other party).

Signature page to follow

SIGNATURE PAGE OF THE INVESTOR

IN WITNESS WHEREOF, the undersigned Investor has duly executed this Form that includes the Appendices appended hereto on the date set forth below.

THE INVESTOR:

_____
(insert name of the Investor)

DATE _____

_____
Name:
Title:

_____
Name:
Title:

Appendix A
Overview of details relating to the Subscriber and Subscription Amount

Subscriber's registered address (if an individual, insert residential address)	
Name of principal contact (if different to Subscriber)	
Email address	
Telephone number	
Additional contacts (provide the name, email address and telephone number of additional contacts (if any) to whom correspondence should be addressed in addition to the principal contact)	
Subscriber's bank details (distributions will be made to this bank account)	Bank name ..... Bank address .... Bank Account Name ..... SWIFT/BIC ..... IBAN number ..... or Account number ..... Sort code .....
Subscription Amount applied for by the Investor (USD) (at least USD 20,000)	USD .....
Class of Units to be issued	Class A

(to the extent applicable)	
Country in which Subscriber is constituted/established (if an individual, insert nationality)	

Appendix B
Declaration of the beneficial owner and origin of invested funds for individuals

I, the undersigned (the **BO**),

First name (please join a copy of an identity document)		
Last Name		
Date of birth		
Place of birth		
Nationality(ies)		
Address of private residence (no PO Box) (join a utility bill)		
Email address		
Tax identification number (If you have more than one tax residence, please specify the countries and the related TIN)		
Tax compliancy of the country of residence and/or country source of the revenues (join any supporting document)	O Yes	O No
Public office holder/Member of management of state-owned enterprise	O Yes Title: Function: Name of the organization:	O No
Are you politically exposed?	O Yes Specify:	O No

Declare being the beneficial owner of the company: (if applicable)

Name of the Company	
Legal Form of the Company	
Registered office address of the Company	
Percentage held (directly or indirectly) by the BO in the Company	

Declare that:

1. I have the ultimate, real and effective quality of beneficial owner, *i.e.* I am not acting as nominee or *ad hoc* representative. I am not acting in the name of and/or on behalf of anyone else (individual(s) or all type of entity(ies) or legal construction(s)) but myself, economically and/or legally.
2. I have been informed that under the laws of the Grand-Duchy of Luxembourg against money laundering and financing terrorism, the following activities are assumed to be money laundering, *i.e.* having facilitate the false justification of goods which are object or product of the notably following offences:

participation in an organised criminal group and racketeering	environmental crime
terrorism	murder, grievous bodily injury
trafficking in human beings and migrant smuggling	kidnapping, illegal restraint and hostage-taking
sexual exploitation, including sexual exploitation of children	robbery or theft
illicit trafficking in narcotic drugs and psychotropic substances	smuggling
illicit arms trafficking	extortion
illicit trafficking in stolen and other goods	forgery
corruption and bribery	piracy
fraud	insider trading and market manipulation
counterfeiting and piracy of products	aggravated tax evasion
tax swindle	any offence punished by a custody sentence of minimum more than 6 months

3. The assets held by the BO and/or the Company do not and will not be object or product of the offences mentioned here above, that might be considered as money laundering, and that she/he has no intention to participate directly or indirectly in such activities, not now and not in the future.

The undersigned undertakes to inform **Opportunity Financial Services SA** (being the Administrative Agent) about any changes pertaining to the information included in this declaration.

The undersigned expressly authorizes **Opportunity Financial Services SA** to forward the information included in this declaration or related to, to any third persons bound by a professional secrecy and exclusively in the case where this documentation would be required by it to fulfil its obligations arising from the obligations related to the fight against money laundering and terrorism' financing.

Signature page to follow

Place of signature	
Date of signature	
Signature	

Appendix C
Declaration of the beneficial owner and origin of invested funds for legal entities

I, the undersigned (the **BO**),

First name (please join a copy of an identity document)		
Last Name		
Date of birth		
Place of birth		
Nationality(ies)		
Address of private residence (no PO Box) (join a utility bill)		
Email address		
Tax identification number (If you have more than one tax residence, please specify the countries and the related TIN)		
Tax compliancy of the country of residence and/or country source of the revenues (join any supporting document)	O Yes	O No
Public office holder/Member of management of state-owned enterprise	O Yes Title: Function: Name of the organization:	O No
Are you politically exposed?	O Yes Specify:	O No

Declare that:

1. I have the ultimate, real and effective quality of beneficial owner, *i.e.* I am not acting as nominee or *ad hoc* representative. I am not acting in the name of and/or on behalf of anyone else (individual(s) or all type of entity(ies) or legal construction(s)) but myself, economically and/or legally.
2. I have been informed that under the laws of the Grand-Duchy of Luxembourg against money laundering and financing terrorism, the following activities are assumed to be money laundering, *i.e.* having facilitate the false justification of goods which are object or product of the notably following offences:

participation in an organised criminal group and racketeering	environmental crime
terrorism	murder, grievous bodily injury
trafficking in human beings and migrant smuggling	kidnapping, illegal restraint and hostage-taking
sexual exploitation, including sexual exploitation of children	robbery or theft
illicit trafficking in narcotic drugs and psychotropic substances	smuggling
illicit arms trafficking	extortion
illicit trafficking in stolen and other goods	forgery
corruption and bribery	piracy
fraud	insider trading and market manipulation
counterfeiting and piracy of products	aggravated tax evasion
tax swindle	any offence punished by a custody sentence of minimum more than 6 months

3. The assets held by the BO and/or the Company do not and will not be object or product of the offences mentioned here above, that might be considered as money laundering, and that she/he has no intention to participate directly or indirectly in such activities, not now and not in the future.

The undersigned undertakes to inform **Opportunity Financial Services SA** (being the Administrative Agent) about any changes pertaining to the information included in this declaration.

The undersigned expressly authorizes **Opportunity Financial Services SA** to forward the information included in this declaration or related to, to any third persons bound by a professional secrecy and exclusively in the case where this documentation would be required by it to fulfil its obligations arising from the obligations related to the fight against money laundering and terrorism' financing.

Place of signature	
Date of signature	
Signature	

Declaration of the beneficial owner/senior managing official of a company

In application of Customer Due Diligence measures in the context of accepting new clients, as a future client of **Opportunity Financial Services SA**, Luxembourg, Specialized Financial Sector Professional approved by the CSSF.

In compliance with the modified Law of 12 November 2004 relating to the fight against money laundering and the financing of terrorism, as amended.

We kindly request that you accompany this form with a complete organizational chart including 100% ownership as well as effective control through special voting rights or other effective control mechanisms over the entity for which this form has been filled out.

The below-mentioned Legal Entity:

Name of the Company:	
Form of the Company:	
Nationality:	
Date and place of registration:	
N° of commercial register:	
Address of the statutory seat:	

The Company declares that:

☐ It does not have any ultimate beneficial owner(s)[2], the following natural person(s) should be identified as Senior Managing Official.

☐ The following natural person(s) should be identified as UBO.

Nr.	First Name + Family Name	Date of birth	Nationality	Country of residence	% Direct ownership	% Indirect ownership
1						
2						
3						
4						
5						

By the present, I hereby declare that:

- The funds owned directly or indirectly by the Company / the funds to be invested in the Company have no link with money laundering and/or the financing of terrorism as defined in most jurisdictions,
- The Company has never infringed the rules and regulations in application in Luxembourg in relation to the fight against money laundering and the financing of terrorism.

I further confirm that I will immediately inform **Opportunity Financial Services SA** about any changes of the above information or declarations.

Signature page to follow

[2] Under the rules provided for in Article 1, section 7 (a) (i) of the amended AML-CFT law of 12 November 2004.

Signature

In order to be accepted, the form should be filled out completely and signed properly by the organisation's legal representative(s). Please note that if the legal representatives are jointly authorized, two or more (in accordance with their authorization to represent the organisation), should sign this document. By signing this form, the organisation declares that the above-stated UBO information is true and accurate.

First name(s) and Family name

_____

Official position in the organisation

_____

Date of signing:

_____

Place of signing:

_____

Signature: _____

Appendix D
FATCA/CRS Self Certification Form for Legal Entities

(Please complete in BLOCK CAPITALS)

Please note that you should complete the below self-certification form by ticking the applicable boxes and by providing the requested information (if applicable). The data collected will not be kept longer than necessary for the purpose of the CRS Law or FATCA Law.

The Account Holder undertakes to inform its Controlling Persons (as defined under the FATCA Law or CRS Law), if applicable, of the processing of their personal data by the Partnership in accordance with the FATCA Law and CRS Law.

If you have any questions about this self-certification form or defining your FATCA / CRS status, please contact your tax adviser or local tax authority.

All terms used in the CRS subsection shall have the meaning ascribed to them in the CRS Law.

All terms used in the FATCA subsection shall have the meaning ascribed to them in the FATCA Law.

FATCA/CRS Self-Certification Form
Legal Entities

1. Identification of Account Holder

Entity Name:	
Current registered address	
Number, street:	
Town/city:	
Postal Code/ZIP Code:	
Country:	
Mailing Address (if different from above)	
Number, street:	
Town/city:	
Postal Code/ZIP Code:	
Country:	

2. FATCA Declaration of Specified U.S. Person

*Please tick either (a) **or** (b) and complete as appropriate.*

The Investor confirms that it is:

☐ (a) a Specified U.S. Person pursuant to the FATCA Law.

U.S. TIN:
……

☐ (b) not a Specified U.S. Person pursuant to the FATCA Law.

3. CRS Declaration of Tax Residence

*Please indicate the Entity's place of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated Tax Identification Numbers ("**TIN**")).*

Country/Jurisdiction of tax residence	**TIN(*)**

(*) Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN (for each concerned jurisdiction):
……
……
……
……
……

4. FATCA / CRS Classification

Please tick appropriate box of the relevant section / sub-section for FATCA and CRS purposes.

	FATCA	CRS	
	(Foreign) Financial Institution. Please tick option A, B or C and complete as instructed.		
A	☐	☐	Reporting Financial Institution *Please provide the Financial Institution's GIIN:* ..... *If sponsored, please provide the Sponsoring Entity's GIIN:* .....
B	☐	☐	Non-Reporting Financial Institution *Please specify status for FATCA:* ..... *Please specify status for CRS* .....
C		☐	Financial Institution resident in a Non-Participating Jurisdiction under CRS *Please specify the type of Financial Institution resident in a Non-Participating Jurisdiction below:* ☐ Investment Entity and managed by another Financial Institution (*please indicate the name of the Controlling Person(s) in the section 5. below*); ☐ Other Investment Entity; ☐ Other Financial Institution, including a Depositary Institution, Custodial Institution, or Specified Insurance Company
	Non-Financial (Foreign) Entity. Please tick option D or E and complete as instructed.		
D	☐	☐	Active NF(F)E. *Please specify the type of Active NF(F)E below:* ☐ Corporation that is regularly traded on an established securities market or a Related Entity of such 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: ……* *……..* ☐ Governmental Entity, International Organization or a Central Bank. ☐ Other Active NF(F)E.
E	☐	☐	Passive NF(F)E. *Please indicate the name of the Controlling Person(s) in the section 5. below*.
	Other classification. Please complete as instructed.		
F	☐		*Non participating FFI*
G	☐	☐	*Others* *Please specify: ……..*

5. Identification of Controlling Person(s)[3]

Please complete this section if you ticked in Section 4 above either (i) Passive NF(F)E or (ii) an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

CONTROLLING PERSON 1										
First Name / Last Name:										
Current residential address										
Number, street:										
Town/city:										
Postal Code/ZIP Code:										
Country:										
Mailing Address (if different from above)										
Number, street:										
Town/city:										
Postal Code/ZIP Code:										
Country:										
U.S. Person	❒ Yes **US TIN:**					❒ No				
Country of tax residence:										
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN:										
Date of Birth (dd/mm/yyyy):										
Place of Birth:										
Country of Birth:										
Control Type	Legal Person:	❒ Control by Ownership ..... % of ownership		❒ Control by Other Means		❒ Senior Managing Official function:				
	Legal Arrangement-Trust:	❒ Settlor	❒ Trustee	❒ Protector	❒ Beneficiary	❒ Other				
	Legal Arrangement-Other:	❒ Settlor-Equivalent	❒ Trustee-Equivalent	❒ Protector-Equivalent	❒ Beneficiary-Equivalent	❒ Other-Equivalent				

[3] If you have more than four Controlling Persons, please complete on a separate sheet if necessary.

CONTROLLING PERSON 2										
First Name / Last Name:										
Current residential address										
Number, street:										
Town/city:										
Postal Code/ZIP Code:										
Country:										
Mailing Address (if different from above)										
Number, street:										
Town/city:										
Postal Code/ZIP Code:										
Country:										
U.S. Person	❒ Yes **US TIN:**				❒ No					
Country of tax residence:										
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN:										
Date of Birth (dd/mm/yyyy):										
Place of Birth:										
Country of Birth:										
Control Type	Legal Person:	❒	Control by Ownership ..... % of ownership	❒	Control by Other Means	❒	Senior Managing Official function:			
	Legal Arrangement-Trust:	❒	Settlor	❒	Trustee	❒	Protector	❒	Beneficiary	❒ Other
	Legal Arrangement-Other:	❒	Settlor-Equivalent	❒	Trustee-Equivalent	❒	Protector-Equivalent	❒	Beneficiary-Equivalent	❒ Other-Equivalent

CONTROLLING PERSON 3			
First Name / Last Name:			
Current residential address			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
Mailing Address (if different from above)			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
U.S. Person	❒ Yes **US TIN:**	❒ No	
Country of tax residence:			
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN:			
Date of Birth (dd/mm/yyyy):			
Place of Birth:			
Country of Birth:			

Control Type										
	Legal Person:	❒	Control by Ownership ..... % of ownership	❒	Control by Other Means	❒	Senior Managing Official function:			
	Legal Arrangement-Trust:	❒	Settlor	❒	Trustee	❒	Protector	❒	Beneficiary	❒ Other
	Legal Arrangement-Other:	❒	Settlor-Equivalent	❒	Trustee-Equivalent	❒	Protector-Equivalent	❒	Beneficiary-Equivalent	❒ Other-Equivalent

CONTROLLING PERSON 4			
First Name / Last Name:			
Current residential address			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
Mailing Address (if different from above)			
Number, street:			
Town/city:			
Postal Code/ZIP Code:			
Country:			
U.S. Person	❒ Yes **US TIN:**	❒ No	
Country of tax residence:			
TIN: Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN:			
Date of Birth (dd/mm/yyyy):			
Place of Birth:			
Country of Birth:			

Control Type										
	Legal Person:	❒	Control by Ownership ..... % of ownership	❒	Control by Other Means	❒	Senior Managing Official function:			
	Legal Arrangement-Trust:	❒	Settlor	❒	Trustee	❒	Protector	❒	Beneficiary	❒ Other
	Legal Arrangement-Other:	❒	Settlor-Equivalent	❒	Trustee-Equivalent	❒	Protector-Equivalent	❒	Beneficiary-Equivalent	❒ Other-Equivalent

6. Declarations and Signature

[I] declare that all statements made in this self-certification form are, to the best of [my] knowledge and belief, correct and complete.

[I] acknowledge that, in case [I am] a Specified U.S. Person or the identified Controlling Person(s) is/are a U.S. citizen or U.S. tax resident, the information disclosed in this form together with required information related to this financial account (as described in Article 2 of the intergovernmental agreement implemented by the FATCA Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the U.S. Internal Revenue Service.

[I] acknowledge that, in case the Country(ies) of tax residence listed in Part 3 and Part 5 is/are CRS Reportable Jurisdiction(s), the information disclosed in this form together with required information related to this financial account (as described in Annex I Section I of the CRS Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the tax authorities of the CRS Reportable Jurisdiction(s) listed in Part 3 and Part 5 pursuant to international agreements to exchange financial account information.

[I] certify that I am the Account Holder (or authorized to sign for the Account Holder) of all the account(s) to which this form relates. I also undertake to inform my Controlling Person(s) of the collection and/or reporting of his/her personal data by the Partnership pursuant to the FATCA Law and CRS Law.

If there is a change in circumstances that affects the tax residence status of the Account Holder / Controlling Person(s) or causes the information contained herein to become incorrect or incomplete, [I] understand that I am obligated to inform the Partnership, in writing, of the change in circumstances within 30 days of its occurrence and to provide a suitably updated FATCA/CRS Self-Certification Form.

[I] acknowledge that, as per Article 3 of the FATCA Law and Article 5 of the CRS Law, answering questions related to the information disclosed in this self-certification form is mandatory.

Signature: _____

Print name: _____

Date: _____

Note: If you are not the Account Holder but are signing this form on behalf of the Account Holder, please indicate the capacity in which you are signing the form (e.g., power of attorney, executor or administrator, parent or guardian, etc.) and provide any required documentation of your authority.

Capacity: (* if applicable) _____

Appendix E
Individual Self Certification for FATCA and Common Reporting Standard ("CRS") purposes

Preamble

- *We are submitting or sending this Self-Certification form to you as an investor / subscriber since, as a Reporting Financial Institution, we are obliged under Luxembourg laws and regulations to collect and report to the Luxembourg tax authorities certain information about certain of our investors/subscribers (hereinafter collectively referred to as "Account Holders").*
- *For joint or multiple Account Holders, please complete a separate Self-Certification Form for each Account Holder. If you are completing the Self-Certification Form on behalf of (an) Account Holder(s), then you should indicate the capacity in which you have signed in Section 4.*
- *Should you have any questions about this Self-Certification Form or defining your FATCA or CRS status, please approach your tax adviser or local tax authority.*
- *For further information on the CRS please refer to the OECD automatic exchange of information portal: http://www.oecd.org/tax/automatic-exchange/*
- ***Account Holders that are <u>entities should not complete this Self-Certification Form</u> but should complete the Self-Certification Form entitled "Entities Self-Certification for FATCA and CRS purposes".***

Section 1: Account Holder Identification (please refer to glossary)

Name / Family name :_____

Residential Address:

Number:_____ Street: _____
City, Town, State, Province or County:
_____
Postal/ZIP Code:_____ Country:_____

Mailing address (if different from above):
Number:_____ Street:_____
City, Town, State, Province or County:
_____
Postal/ZIP Code:_____ Country: _____

Place of Birth
Town or City of Birth:_____ **Country of Birth:**_____
Date of Birth (DD/MM/YY):_____

Section 2: FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes:

Please tick either (a) **or** (b) and complete as appropriate.

☐ (a) I confirm that **I am** a U.S. citizen and/or resident in the U.S. for tax purposes (qualifying as a Specified US Person) and my U.S. federal Taxpayer Identifying Number (U.S. TIN) is as follows:

_____

OR

☐ (b) I confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

Section 3: CRS Declaration of Tax Residence (please note you may have more than one country of tax residence)

Please indicate your country (ies) of tax residence. If tax resident in more than one country, please indicate all countries of tax residence and your Tax Identification Number(s) (TIN) issued by each respective country.

Country(ies) of tax residence	TIN

Provision of a TIN is required unless for the country (or countries) that do not issue a TIN.
If applicable, please specify the reason for non-availability of a TIN:

_____

Section 4: Declaration and undertakings

I declare that the information provided in this self-certification form is, to the best of my knowledge and belief, accurate and complete.

I undertake to advise the recipient within 30 days and provide an updated Self-Certification Form, whereany change in circumstances occurs, which causes any of the information contained in this form to be incorrect.

I acknowledge that, in case the country(ies) of tax residence I have listed in the table here above are CRSReportable Jurisdiction(s), and/or I am a Specified US Person (and consequently confirmed this status and provided my US TIN here above) the information disclosed in this form, together with required information related to the financial account held by me with the recipient will be reported to the Luxembourg tax authorities, and subsequently exchanged with the tax authorities of the countries that are CRS Reportable Jurisdiction(s) listed in Section 3, and/or for FATCA purposes, to the US competent authorities, pursuant to the Luxembourg laws containing the CRS respectively FATCA reporting obligations.

I acknowledge that, as per these Luxembourg laws, answering questions related to the information disclosed in this Self Certification Form is mandatory. Upon request I will have access to the personal data that will be disclosed to the Luxembourg tax authorities, and I will be in a position to rectify any of my personal data. The data collected will not be kept longer than necessary for the purposes of the Luxembourg CRS and FATCA laws.

Signature: _____

Name: _____

Date (DD/MM/YY): _____

Capacity: _____

Appendix F
Data protection

In accordance with the provisions of any data protection law applicable in Luxembourg (including but not limited to the law of 1st August 2018 on the organisation of the National Commission for Data Protection and the general regime on data protection, as may be amended or replaced) and the EU Regulation n°2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **GDPR**) (collectively hereinafter the **Data Protection Laws**), the General Partner, acting as data controller on behalf by the Partnership (the **Data Controller**) collects, stores and processes, by electronic or other means, the data supplied by the Subscriber or, if the Subscriber is a legal entity, any natural person related to it such as its contact person(s), employee(s), trustee(s), agent(s), representative(s) and/or beneficial owner(s) (the **Data Subjects**), prior to, or at the time of their subscription for the purposes outlined below.

The data processed may include in particular the Data Subject's name, contact details (including postal and/or e-mail address), banking details and invested amounts (the **Personal Data**). As part of its compliance with legal obligations such as AML/KYC, the Data Controller may be required to process special categories of Personal Data as defined by the GDPR, including Personal Data relating to political opinions as well as criminal convictions and offences.

The Data Subjects may, at their discretion, refuse to communicate the Personal Data to the Data Controller. In this event however the Data Controller or its agents may reject its request for subscription for interests in the Partnership if the relevant Personal Data is necessary to the subscription in the Partnership.

Subscribers who are legal persons undertake and guarantee to process Personal Data and to supply such Personal Data to the Data Controller in compliance with the Data Protection Laws, including, where appropriate, informing the relevant Data Subjects of the contents of the present section, in accordance with Articles 12, 13 and/or 14 of the GDPR.

Personal Data supplied by Data Subjects are processed in order to enter into and execute the subscription in the Partnership (i.e. to perform any pre-contractual measures as well as the contract entered into by the Data Subjects), for the legitimate interests of the Data Controller and to comply with the legal obligations imposed on the Data Controller. In particular, Personal Data supplied is processed for the purpose of (i) maintaining the register of investors; (ii) processing subscriptions, redemptions and conversions of interests and payments of distributions or interest to investors; (iii) complying with applicable anti-money laundering rules and other l gal obligations, such as maintaining controls in respect of late trading and market timing practices; (iv) account administration; (v) client relationship management, (vi) marketing and (vii) tax identification as may be required under Luxembourg or foreign laws and regulations (including laws and regulations relating to FATCA or CRS). In addition, Data Subjects acknowledge their rights to oppose to the use of Personal Data for marketing by writing to the Data Controller.

The "legitimate interests" of the Data Controller referred to above are: (a) the processing purpose described in points (v) and (vi) of the above paragraph of this clause; (b) the provision of the proof, for the establishment, exercise or defence of legal claims, of a transaction or any commercial communication; as well as in connection with any proposed purchase, merger or acquisition of any part of the Partnership's business; (c) compliance with foreign laws and regulations and/or any order of a foreign court, government, supervisory, regulatory or tax authority; (d) risk management and (e) exercising the business of the Partnership in accordance with reasonable market standards.

The Personal Data may also be processed by the Data Controller's data recipients which, in the context of the above mentioned purposes, refer to the Administrative Agent, the General Partner, the AIFM, the Investment Manager, placement agents and distributors, the Depositary, the Auditor, legal counsels, other service providers of the Partnership, other investor of the Partnership, any third party that acquires, or is interested in acquiring or securitising, all or part of the assets or interests, or that succeeds the Partnership in carrying on all or a part of its businesses, or services provided to it, whether by merger, acquisition, reorganisation or otherwise as well as any other third party supporting the activities of the Data Controller (the **Recipients**).

The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the **Sub-Recipients**), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to the Data Controller and/or assisting the Recipients in fulfilling their own legal obligations.

The Recipients and Sub-Recipients may be located either inside or outside the European Economic Area (the **EEA**).

Where the Recipients are located outside the EEA in a country which does not ensure an adequate level of protection for Personal Data, the Data Controller will enter into legally binding transfer agreements with the relevant Recipients in the form of the EU Commission's approved model clauses. Where the Sub-Recipients are located outside the EEA in a country which does not ensure an adequate level of protection for Personal Data, the Recipients shall also enter into legally binding transfer agreements with the relevant Sub-Recipients in the form of the EU Commission's approved model clauses or any other appropriate safeguards pursuant to the GDPR. In this respect, the Data Subjects have a right to request copies of the relevant document for enabling the Personal Data transfer(s) towards such countries by writing to the Data Controller.

The Recipients and Sub-Recipients may, as the case may be, process the Personal Data as data processors (when processing the Personal Data upon instructions of the Data Controller and/or the Recipients), or as distinct data controllers (when processing the Personal Data for their own purposes, namely fulfilling their own legal obligations).

The Data Controller may also transfer Personal Data to third parties such as governmental or regulatory agencies including tax authorities, in or outside the EEA, in accordance with applicable laws and regulations. In particular, such Personal Data may be disclosed to the Luxembourg tax authorities, which in turn may, acting as data controller, disclose the same to foreign tax authorities.

In accordance with the conditions laid down by the Data Protection Laws, Data Subjects have the right to:

- request access to their Personal Data;
- request the correction of their Personal Data where it is inaccurate or incomplete;
- object to the processing of their Personal Data;
- request erasure of their Personal Data;
- request for restriction of the use of their Personal Data; and
- request for Personal Data portability.

The Data Subjects may exercise their above rights by writing to the Data Controller at the registered office of the Partnership.

The Data Subjects are also informed of the existence of their right to lodge a complaint with the *Commission Nationale pour la Protection des Donnees* (the **CNPD**) at the following address: 15, Boulevard du Jazz, L- 4370 Belvaux, Grand-Duchy of Luxembourg; or with any competent data protection supervisory authority in their EU Member State of residence.

Personal Data shall not be retained for a period longer than necessary for the purpose of the data processing, subject to any statutory limitation periods.