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|  | **Subscription Documents for Dragon Dynamic Catalytic Bridge SAC Fund** |
| **SUBSCRIPTION FOR SHARES** |
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| **Exhibit** |
| These Subscription Documents form an Exhibit to the Prospectus (“**Prospectus**”) of Dragon Dynamic Funds Platform Ltd. relating to the private offering of shares therein. No person is authorized to receive these Subscription Documents unless such person has previously received, or simultaneously receives, a copy of the Prospectus bearing on its first page the name of such person. Delivery of these Subscription Documents to anyone other than the person named on the front cover of the Prospectus as the intended recipient is unauthorized, and any reproduction or circulation of these Subscription Documents, in whole or in part, is prohibited.  If you decide not to participate in this offering, please return the Prospectus, these Subscription Documents and all related documentation to the Administrator (as defined herein) at the address contained herein. |



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|  | **INSTRUCTIONS TO SUBSCRIBERS** | |
| These Subscription Documents relate to the offering of non-voting, redeemable, participating shares (“**Shares**”) in Dragon Dynamic Catalytic Bridge SAC Fund (“**Fund**”), a segregated account of Dragon Dynamic Funds Platform Ltd., a Bermuda mutual fund company (“**Company**”). The Shares are linked to the Dragon Dynamic Catalytic Bridge SAC Shares, which is the designated name of a distinct and segregated class of Investor Shares as defined in the Prospectus (as defined below) of the Company. These Subscription Documents contain the following materials necessary for you to apply to become a shareholder of the Fund:   1. Subscription Agreement 2. Prospective Investor Questionnaire 3. Signature Page   Each prospective investor should read: (i) the Company’s Memorandum of Association and Bye-laws (as the same may be amended and/or restated from time to time, collectively, “**Constitutional Documents**”); (ii) the Company’s Prospectus (as the same may be amended and/or supplemented from time to time, “**Prospectus**”) and the Fund’s Supplement (as the same may be amended and/or supplemented from time to time, “**Supplement**”); and  (iii) the Subscription Agreement. Each prospective investor should then complete the appropriate portions of the Prospective Investor Questionnaire and execute the Signature Page contained herein. The instructions to the Prospective Investor Questionnaire will inform you of the parts thereof that you are required to complete.  Please return this entire set of Subscription Documents, the executed Signature Page, a government issued form of picture identification for the signatory, and any additional required documents described in the Prospective Investor Questionnaire to the Fund’s administrator, Centaur Fund Services US,Inc (“**Administrator**”), with a copy to the Investment Manager (as defined herein), at their respective addresses indicated below, (i) in the case of an Initial Subscription Period, 5:00 p.m. (Bermuda time) on closing date therefore established by the Fund for the subscription (“**Closing Date**”), and (ii) in the case of a subscription after expiration of the Initial Subscription Period, 5:00 p.m. (Bermuda time) on the last Business Day prior to the applicable the Closing Date therefore established by the Fund, unless waived by the Fund. **FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN WILL CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE**  **REJECTION OF YOUR SUBSCRIPTION REQUEST.** Questions regarding completion of these Subscription Documents should be directed to the Administrator.  **PLEASE SEND ALL DOCUMENTS TO:**  Dragon Dynamic Catalytic Bridge SAC Fund Centaur Fund Services US, Inc  16-00 Route 208 South 3rd Floor  Fair Lawn, New Jersey 07506  Attention: Centaur Fund Services – Investor Services Telephone: +1 201 335 1279  Email: [investorservicesUS@centaurfs.com](mailto:investorservicesUS@centaurfs.com)  Payment must be made by wire transfer of immediately available funds to the Fund.  **WIRING INSTRUCTIONS:**  Bank Name and Address: The Northern Trust International Banking Corporation ABA/Routing No.: 026001122  Swift Code: CNORUS33  Credit Account No.: 245142 - 20010  Account Name: Dragon Dynamic Funds Platform Ltd. – Dragon Dynamic Catalytic Bridge SAC Fund Reference: [Name of Investor]  1. Please have your bank identify your name on the wire transfer. | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND** S-1 |

2. The Fund recommends that your bank charge its wiring fee separately so that the entire amount you desire to invest will be directly invested in the Fund.

THE FUND, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY ACCEPT OR REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. THE SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED FROM TIME TO TIME, OR UNDER THE SECURITIES LAWS OF ANY

U.S. STATE OR FOREIGN JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND FOREIGN SECURITIES LAWS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE SHARES IS RESTRICTED AS PROVIDED IN THE PROSPECTUS AND/OR THE SUPPLEMENT.

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|  | **SUBSCRIPTION AGREEMENT** | |
| Dragon Dynamic Catalytic Bridge SAC Fund Centaur Fund Services US, Inc   * 1. Route 208 South 3rd Floor   Fair Lawn, New Jersey 07506  Attention: Centaur Fund Services – Investor Services Telephone: +1 201 335 1279  Email: [investorservicesUS@centaurfs.com](mailto:investorservicesUS@centaurfs.com) Ladies and Gentlemen:   * + 1. The subscriber named on the signature page to this Subscription Agreement (“**Subscriber**”) hereby applies to become a shareholder of Dragon Dynamic Catalytic Bridge SAC Fund, a Bermuda mutual fund company (“**Fund**”), on the terms and conditions set forth in this Subscription Agreement, the Memorandum of Association and Bye-laws of the Company (as the same may be amended and/or restated from time to time, collectively, “**Constitutional Documents**”), the Prospectus (as the same may be amended and/or supplemented from time to time, including, without limitation, pursuant to the Supplement, (as defined below), “**Prospectus**”) of the Company (as defined below); and the Fund’s Supplement (as the same may be amended and/or supplemented from time to time, “**Supplement**”) (copies of which have been furnished to the Subscriber). The Shares (as defined below) will be issued by the Fund with certain rights (e.g., relating to redemption, voting and dividends) attached thereto, as expressed in the Prospectus. The Fund is a segregated account of Dragon Dynamic Funds Platform Ltd., a Bermuda mutual fund company (“**Company**”). Capitalized terms used in this Subscription Agreement and not otherwise defined in this Subscription Agreement shall have the meanings assigned to them in the Prospectus and/or the Supplement, as applicable. All references herein to “$” are to U.S. Dollars.     2. The Subscriber hereby irrevocably subscribes for non-voting, redeemable, participating shares in the Fund (“**Shares**”) in the amount set forth on the signature page hereto. The Company is offering Shares in separate classes (each, a “**Class**”), subject to such terms and conditions as further set forth in the Constitutional Documents, the Prospectus and in the relevant supplements to the Prospectus for each Class. The Subscriber understands that it is not entitled to cancel, terminate or revoke this subscription or any agreements of the Subscriber hereunder. Payment in good funds for Shares must be received (i) in the case of an Initial Subscription Period, 5:00 p.m. (Bermuda time) on closing date therefore established by the Fund for the subscription (“**Closing Date**”), and (ii) in the case of a subscription after expiration of the Initial Subscription Period, 5:00 p.m. (Bermuda time) on the last Business Day prior to the applicable the Closing Date therefore established by the Fund, unless waived by the Fund. Subject to any legal or regulatory restrictions before the Closing Date, the Subscriber’s payment will be held by the Fund in a non-interest bearing account. The minimum initial subscription is $100,000, subject to the discretion of the board of directors of the Fund (“**Directors**” or “**Board of Directors**”) to accept lesser amounts.     3. The Subscriber acknowledges and agrees that the Fund reserves the right, in its sole and absolute discretion, to accept or reject this subscription for Shares for any reason or no reason, in whole or in part, at any time prior to acceptance thereof, notwithstanding execution of this Subscription Agreement by or on behalf of the Subscriber.     4. The Subscriber acknowledges and agrees that the Fund’s Investment Manager, Dragon Dynamic Advisors S.A. (“**Investment Manager**”), or, the administrator of the Fund’s, Centaur Fund Services US, Inc (“**Administrator**”) will notify the Subscriber in writing as to the acceptance, in whole or in part, or rejection of the Subscriber’s subscription for Shares. Shares will not be deemed to be sold or issued to, or owned by, the Subscriber until the date that the Subscriber’s subscription is accepted by the Fund (notice of which will be given promptly in writing to the Subscriber).     5. If this subscription is rejected in full, this Subscription Agreement will thereafter have no force or effect. If so rejected, the Fund will return to the Subscriber, without interest or deduction, any payment tendered by the Subscriber, if any, and the Fund and the Subscriber will have no further obligations to each other hereunder.     6. The Subscriber agrees to furnish to the Investment Manager and/or the Administrator all information that the Fund, the Investment Manager and/or the Administrator has requested in this Subscription Agreement (and in the Prospective Investor Questionnaire attached hereto and forming a part of this Subscription Agreement), or may hereafter reasonably require, in order to: (i) comply with any laws, rules or regulations applicable to the Fund, | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND** S-3 |

the Investment Manager and/or the Administrator, (ii) determine whether or not the Subscriber, if applicable, is, or will be on the Closing Date, able to participate in “new issue” securities in accordance with Rules 5130 and 5131(b) of the Securities Offering and Trading Standards and Practices of the Financial Industry Regulatory Authority (“**FINRA**”); and (iii) determine whether or not the Subscriber is, or will be on the Closing Date, an “*accredited investor*” (as defined in Rule 501 of Regulation D promulgated under the U.S. Securities Act of 1933, as amended from time to time (“**Securities Act**”)).

1. The Subscriber hereby represents and warrants to, and agrees with, the Fund, the Investment Manager and the Administrator that the following statements are true as of the date hereof and will be true and correct as of the Closing Date applicable to the Subscriber:
   1. The Subscriber is acquiring the Shares for its own account, solely for investment purposes and not with a view to resale or distribution thereof. The Subscriber is not acquiring the Shares in connection with an offer or invitation to the public of Bermuda to subscribe for the Shares.
   2. The Subscriber confirms that it is an “*accredited investor* (as defined under the Securities Act)).
   3. The Subscriber (either alone or together with any advisors retained by such person in connection with evaluating the merits and risks of prospective investments) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing Shares and is able to bear the economic risk of such investment, including a complete loss. The Subscriber understands that: (i) substantial restrictions will exist on transferability of Shares, (ii) no market for resale of any Shares exists or is expected to develop, (iii) the Subscriber may not be able to liquidate its investment in the Fund, and (iv) any instruments representing Shares may bear legends restricting the transfer thereof. The Subscriber is aware of and understands the provisions for transferability and redemption of Shares and has read the applicable sections of the Prospectus. The Subscriber understands that the Shares may be subject to compulsory redemption in certain circumstances set forth in the Prospectus and the Constitutional Documents.
   4. The Subscriber represents that no assurances or guarantees have been made to the Subscriber by anyone regarding whether the Fund’s investment objective will be realized or whether the Fund’s investment strategy will prove successful. The Subscriber recognizes that it may lose all or a portion of its investment in the Fund. The Subscriber also understands that if it is subject to income tax, an investment in the Fund may create taxable income or tax liabilities in excess of cash distributions to pay such liabilities.
   5. The Subscriber acknowledges that it is not subscribing pursuant hereto for Shares as a result of or pursuant to: (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio, or (ii) any seminar or meeting whose attendees, including the Subscriber, had been invited as a result of, or pursuant to, any of the foregoing.
   6. In connection with the purchase of Shares, the Subscriber meets all suitability standards imposed on it by applicable law.
   7. The Subscriber has been furnished with, and has carefully read the Constitutional Documents and the Prospectus, and has been given the opportunity to: (i) ask questions of, and receive answers from, the Investment Manager concerning the terms and conditions of the offering and other matters pertaining to an investment in the Fund, and (ii) obtain any additional information which the Investment Manager can acquire without unreasonable effort or expense that the Subscriber believes is necessary to evaluate the merits and risks of an investment in the Fund. In considering a subscription for Shares, the Subscriber has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Fund, the Investment Manager or any of their respective shareholders, directors, officers, partners, managers, members, employees, agents or affiliates (each, an “**Affiliate**”), other than as set forth in the Prospectus and the Constitutional Documents. The Subscriber has carefully considered and has, to the extent it believes such discussion necessary, discussed with legal, tax, accounting and financial advisers the suitability of an investment in the Fund in light of its particular tax and financial situation, and has determined that the Shares being subscribed for by it hereunder are a suitable investment for it.
   8. If the Subscriber is a natural person, the execution, delivery and performance by such person of this Subscription Agreement are within such person’s legal right, power and capacity, require no action by

or in respect of or filing with, any governmental body, agency, or official (except as disclosed in writing to the Fund) and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument to which such person is a party or by which such person or any of such person’s properties are bound. The signature on the signature page of this Subscription Agreement is genuine, and the Subscriber has legal competence and capacity to execute the same, and this Subscription Agreement constitutes a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms.

* 1. The Subscriber, if it is a corporation, limited liability company, trust, partnership or other entity, is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and the execution, delivery and performance by it of this Subscription Agreement are within its powers, have been duly authorized by all necessary corporate or other action on its behalf, require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the Fund) and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which the Subscriber is a party or by which the Subscriber or any of the Subscriber’s properties is bound. The signature on the signature page of this Subscription Agreement is genuine, and the signatory has been duly authorized to execute the same, and this Subscription Agreement constitutes a legally valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms.
  2. If the Subscriber is an entity, the Subscriber represents that (A) it was not formed for the purpose of investing in the Fund; (B) it does not invest more than 40% of its total assets in the Fund; (C) each of its beneficial owners participates in investments made by the Subscriber pro rata in accordance with its interest in the Subscriber and, accordingly, its beneficial owners cannot opt in or out of investments made by the Subscriber; and (D) its beneficial owners did not and will not contribute additional capital (other than previously committed capital) for the purpose of purchasing the Shares.
  3. If the Subscriber is a corporation, limited liability company, trust, partnership or other entity organized under the laws of a jurisdiction outside of the United States, the Subscriber represents and warrants that it is not aware of any foreign laws or regulations that might restrict its ability to purchase Shares.
  4. The Subscriber is not a participant-directed defined contribution plan (such as a 401(k) plan), or a partnership or other investment vehicle: (i) in which its partners or participants have or will have any discretion as to their level of investment in the Subscriber or in investments made by the Subscriber (including the Subscriber’s investment in Shares), or (ii) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Fund.
  5. If the Subscriber is purchasing Shares with funds that constitute, directly or indirectly, the assets of an employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time (“**ERISA**”), or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended from time to time (“**Code**”), it acknowledges that the Subscriber has evaluated for itself the merits of such investment and it has not solicited and has not received from the Investment Manager, the Board of Directors or any Affiliate thereof, any evaluation or other investment advice on any basis in respect of the advisability of a subscription for Shares in light of the plan’s assets, cash needs, investment policies or strategy, overall portfolio composition or plan for diversification of assets and it is not relying and has not relied on the Investment Manager, the Board of Directors or any Affiliate thereof for any such advice. The Subscriber represents that, based upon the assumption that the assets of the Fund do not constitute “plan assets” under Title I of ERISA or Section 4975 of the Code, neither the execution and delivery of this Subscription Agreement nor the purchase of the Subscriber’s Shares in the Fund constitutes a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code for which an exemption is not available. If the Subscriber is subject to Part 4 of Subtitle B of Title I of ERISA, the Subscriber acknowledges that none of the Investment Manager, the Board of Directors, the Administrator or any of their respective Affiliates is a “fiduciary” (within the meaning of ERISA) of the Subscriber in connection with the Subscriber’s purchase of Shares.
  6. The Subscriber: (i)(A) is subscribing for Shares solely for its own account, own risk and own beneficial interest, (B) if it is an entity, including, without limitation, a fund-of-funds, trust, pension plan or

any other entity that is not a natural person (each, an “**Entity**”), has carried out thorough due diligence as to, and established the identities of, such Entity’s Related Persons1, holds the evidence of such identities and will make such information available to the Fund, the Investment Manager and/or the Administrator upon the Fund’s, the Investment Manager’s or the Administrator’s reasonable request, and (C) does not have the intention or obligation to sell, pledge, distribute, assign or transfer all or a portion of the Shares to any other person (whether directly or indirectly, including, without limitation, through any option, swap, forward or any other hedging or derivative transaction), or (ii)(A) is subscribing for Shares as a record owner and will not have a beneficial ownership interest in the Shares, (B) is acting as an agent, representative, intermediary, nominee or in a similar capacity for one or more natural persons, Entities, nominee accounts or beneficial owners (each such person or Entity, if any, for whom the Subscriber acts as agent, representative, intermediary, nominee or in a similar capacity, an “**Underlying Beneficial Owner**”), and understands and acknowledges that the representations, warranties and agreements made in this Subscription Agreement are made by the Subscriber with respect to both the Subscriber and each such Underlying Beneficial Owner, (C) has all requisite power and authority from each such Underlying Beneficial Owner to execute and perform the obligations under this Subscription Agreement, (D) has carried out thorough due diligence as to, and established the identity of, each such Underlying Beneficial Owner (and, if an Underlying Beneficial Owner is not a natural person, the identities of such Underlying Beneficial Owner’s Related Persons (to the extent applicable)), holds the evidence of such identities and will make such information available to the Fund, the Investment Manager and/or the Administrator upon the Fund’s, the Investment Manager’s or the Administrator’s reasonable request, and (E) does not have the intention or obligation to sell, pledge, distribute, assign or transfer all or a portion of the Shares to any person (whether directly or indirectly, including, without limitation, through any option, swap, forward or any other hedging or derivative transaction) other than any such Underlying Beneficial Owner.

* 1. If the Subscriber is treated as a grantor trust, an S Corporation or a partnership for U.S. federal income tax purposes, (i) at no time during the term of the Fund will substantially all of the value of an Underlying Beneficial Owner's interest in the Subscriber (directly or indirectly) be attributable to the Subscriber’s ownership of Shares, or (ii) the Subscriber does not have, in acquiring the Shares, a principal purpose of permitting the Fund to satisfy the 100 partner limitation in Treasury Regulations Section 1.7704- 1(h)(1), and, to the best of the Subscriber's knowledge, no Underlying Beneficial Owner has such a principal purpose.
  2. The proposed investment in the Fund by the Subscriber or any Underlying Beneficial Owner, as the case may be, will not directly or indirectly contravene United States federal, state, international or other laws, rules or regulations, including anti-money laundering laws, rules and regulations (“**Prohibited Investment**”) and no capital contribution to the Fund by such Subscriber or, if applicable, any Underlying Beneficial Owner will be derived from any illegal or illegitimate activities.
  3. The Subscriber understands that federal regulations and executive orders administered by the United States Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”) prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, persons and entities.2 The Subscriber further represents and warrants that, to the best of its knowledge, none of the Subscriber, any of its Affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person, is a country, territory, person or entity named on an OFAC list or under the European Union (“**EU**”) or the United Kingdom (“**UK**”) regulations (if extended to Bermuda by statutory instrument), nor is the Subscriber or any of its Affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person, a natural person or Entity with whom dealings are prohibited under any OFAC, EU or UK regulations.

1 A “**Related Person**” means, with respect to any Entity, any investor, director, senior officer, trustee, beneficiary or grantor of such Entity; *provided* that, in the case of: (i) an Entity the securities of which are listed on a national securities exchange or quoted on an automated quotation system in the United States (a “**Publicly Traded Company**”), (ii) a wholly-owned subsidiary of such an Entity that is a Publicly Traded Company or (iii) a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is (A) organized in the United States or (B) any United States government or any state department or other political subdivision thereof or any governmental body, agency, authority or instrumentality in any jurisdiction exercising executive, legislative, regulatory or administrative functions of or pertaining to government (a “**Qualified Plan**”), the term “Related Person” excludes the investors and beneficiaries of such Publicly Traded Company or such Qualified Plan.

2 The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at

[<www.tre](http://www.treas.gov/ofac)a[s.gov/ofac>.](http://www.treas.gov/ofac)

* 1. Neither the Subscriber nor, if applicable, any Underlying Beneficial Owner or, to the best of the Subscriber’s knowledge, any Related Person, is a foreign bank without a physical presence in any country other than a foreign bank that: (i) is an affiliate of a depositary institution, credit union or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable, and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depositary institution, credit union or foreign bank (each, a “**Regulated Affiliate**”).
  2. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in any document (including the Constitutional Documents or any Side Letter agreements (as defined in the Prospectus)), if, following the Subscriber’s investment in the Fund, the Fund, the Investment Manager or the Administrator reasonably believes that the investment is or has become a Prohibited Investment or if otherwise required by law, the Fund, the Investment Manager or the Administrator may be obligated to “*freeze the account*” of the Subscriber, either by prohibiting additional subscriptions, restricting any redemptions and/or declining any requests to transfer the Subscriber’s Shares. In addition, in any such event, the Subscriber may forfeit its Shares, may be forced to redeem its Shares or may otherwise be subject to the remedies required by law, and the Subscriber shall have no claim against the Fund, any director, officer or liquidator of the Fund, the Administrator, the Investment Manager or their respective Affiliates (each, an “**Indemnified Party”**) for any form of damages as a result of any of the actions described in this paragraph. The Fund may also be required to report such action and to disclose the Subscriber’s identity or provide other information with respect to the Subscriber to OFAC or other governmental entities. To the extent that any Indemnified Party is not a party to this Subscription Agreement and is therefore unable to enforce the provisions of this Section 7(s), it is agreed that the Fund shall be authorized and entitled to enforce the provision directly as trustee on behalf of such Indemnified Party.
  3. Except as otherwise disclosed to the Fund in writing: (i) neither the Subscriber nor, if applicable, any Underlying Beneficial Owner or, to the best of the Subscriber’s knowledge, any Related Person, is resident in, or organized or chartered under the laws of, (A) a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Interrupt and Obstruct Terrorism Act of 2001 (“**PATRIOT Act**”) as warranting special measures due to money laundering concerns or (B) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur (“**Non-Cooperative Jurisdiction**”); (ii) the subscription funds of the Subscriber and, if applicable, any Underlying Beneficial Owner, do not originate from, nor will they be routed through, an account maintained at: (A) a Foreign Shell Bank,3 (B) a foreign bank (other than a Regulated Affiliate) that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license, or (C) a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction; and (iii) neither the Subscriber nor, if applicable, any Underlying Beneficial Owner or, to the best of the Subscriber’s knowledge, any Related Person, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, in each case within the meaning of the PATRIOT Act.
  4. The Subscriber understands that legal counsel to the Fund, the Board of Directors, the Investment Manager and to any of their respective Affiliates will not be representing the Subscriber or any other investor in the Fund, and no independent counsel has been retained to represent the Subscriber or any other investor in the Fund.
  5. The Subscriber acknowledges and agrees that any redemption proceeds paid to it by the Fund will be paid to, and any additional purchases of Shares made by it will be made from, an account in the Subscriber’s name unless the Directors, in their sole discretion, agree otherwise. To ensure the Fund's compliance with applicable anti-money laundering requirements, the Subscriber understands and agrees that any redemption proceeds will be paid to the same account from which the Subscriber's investment in the Fund was originally remitted, unless the Subscriber has notified the Directors in writing of a change in payment instructions and the Directors, in their sole discretion, have agreed to such changes.

3 A “**Foreign Shell Bank**” means a foreign bank without a physical presence in any country that is not a Regulated Affiliate.

* 1. The Subscriber agrees to provide any information requested by the Fund or the Administrator that the Fund or the Administrator reasonably believes will enable the Fund, the Investment Manager or the Administrator to comply with all applicable anti-money laundering laws, rules and regulations, including any laws, rules and regulations applicable to an investment held or proposed to be held by the Fund.
  2. The Subscriber acknowledges and agrees that: (i) the Fund has limited financial and operating history under the management; (ii) the Investment Manager and its Affiliates may receive substantial compensation in connection with the management of the Fund; (iii) neither the Investment Manager nor any of its Affiliates has acted as or is an agent or employee of or has advised the Subscriber in connection with the investment in the Fund by the Subscriber; and (iv) no federal, state, local or foreign agency has passed upon the Shares or made any finding or determination as to the fairness of this investment.
  3. The Subscriber acknowledges, understands and agrees that the Investment Manager and its Affiliates have authority to allocate Fund transaction costs to obtain brokerage and research products or services and other products or services, as set forth in the Prospectus. By signing this Subscription Agreement, the Subscriber expressly consents to any arrangement pursuant to which the Investment Manager and/or its Affiliates, as the case may be, obtain such products and services.
  4. The Subscriber understands that the Fund may open “average price” accounts with brokers. In an “average price” account, purchase and sale orders placed during a trading day on behalf of the Fund and other clients of the Investment Manager and its Affiliates are combined, and securities bought and sold pursuant to such orders are allocated among such accounts on an “average price”-basis.

(aa) The Subscriber acknowledges and agrees that Shares will not be issued until such time as the Investment Manager and/or the Administrator have received and are satisfied with all the information and documentation requested to verify the Subscriber’s identity. Where at the sole discretion of the Fund, Shares have been issued prior to the Investment Manager and the Administrator having received all the information and documentation required to verify the Subscriber’s identity, the Subscriber will be prohibited from redeeming any Shares so issued, and the Fund, the Administrator or the Investment Manager reserve the right to refuse to make any redemption payment or distribution to the Subscriber, until such time as the Investment Manager and/or the Administrator have received and are reasonably satisfied with all the information and documentation requested to verify the Subscriber’s identity.

(bb) The Subscriber understands and agrees that the Fund, the Investment Manager or the Administrator may release confidential information about the Subscriber and, if applicable, any Underlying Beneficial Owner or Related Person to any person, if the Investment Manager and/or the Administrator, in its sole and absolute discretion, determines that such disclosure is in the best interests of the Fund in light of relevant laws, rules and regulations concerning Prohibited Investments. Further, the Subscriber acknowledges and agrees that each of the Fund, the Administrator and/or the Investment Manager may disclose to each other, to any other service provider to the Fund, to any regulatory body in any applicable jurisdiction to which any of the Fund, the Administrator and/or the Investment Manager is or may be subject, copies of the Subscriber’s subscription application/documents and any information concerning the Subscriber in their respective possession, whether provided by the Subscriber to the Fund, the Administrator and/or the Investment Manager or otherwise, including details of the Subscriber’s holdings in the Fund, historical and pending transactions in the Fund’s Shares and the values thereof, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.

(cc) By executing this Subscription Agreement, the Subscriber specifically agrees that it will keep confidential and will not disclose to third parties (other than its tax or other financial advisors under like conditions of confidentiality) any and all information regarding the Fund, including Fund performance.

(dd) The Subscriber acknowledges and understands that if, as a result of any information or other matter which comes to its attention, any person resident in Bermuda (including the Fund, the Directors and the Administrator) knows or suspects that another person is engaged in criminal conduct or has a suspicion that a payment to the Fund (by way of subscription or otherwise) is criminal property, such person is required to report such information or other matter pursuant to the Proceeds of Crime Law, 2014 of Bermuda (as revised), and such report will not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.

(ee) Except as otherwise disclosed in writing by the Subscriber to the Fund, the Subscriber has not dealt with a broker in connection with the purchase of its Shares and agrees to indemnify and hold the Fund, the Investment Manager and their respective Affiliates harmless from any claims for brokerage or fees in connection with the transactions contemplated herein.

1. The Subscriber represents and warrants that all personal data provided to the Fund or its delegates (including, without limitation, the Administrator) by or on behalf of the Subscriber has been and will be provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data. The Subscriber shall ensure that any personal data that the Subscriber provides to the Fund or its delegates (including, without limitation, the Administrator) is accurate and up to date, and the Subscriber shall promptly notify the Fund and the Administrator if the Subscriber becomes aware that any such data is no longer accurate or up to date.
2. For the purposes of the following provisions, “**FATCA**” means one or more of the following, as the context requires: (i) sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, commonly referred to as the U.S. Foreign Account Tax Compliance Act, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes; (ii) any intergovernmental agreement, treaty or any other arrangement between Bermuda and any of the U.S., the U.K. or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in paragraph (i); and (iii) any legislation, regulations or guidance implemented in Bermuda to give effect to the matters outlined in the preceding paragraphs. The Subscriber: (1) agrees to provide the Investment Manager with appropriate documentation certifying as to the Subscriber’s status as a “U.S. person” or “non-U.S. person” for U.S. federal income tax purposes or a [UK “Specified Person”]4, together with such additional information as the Fund may from time to time request in order to enable the Fund to comply with the provisions FATCA; (2) acknowledges that the Fund is authorized to disclose such FATCA information to Bermuda Tax Information Authority or third parties in order for the Fund to comply with its reporting obligations under FATCA; (3) hereby waives the application of any law provisions which would or might prevent or inhibit the Fund's compliance with applicable law as described in this paragraph including, but not limited to preventing (A) the Subscriber from providing any requested information or documentation, or (B) the disclosure by the Fund or its agents of the provided information or documentation to applicable governmental or regulatory authorities; (4) understands that failure of the Subscriber to comply with the foregoing representations relating to FATCA could result in the Fund or third parties being required to withhold the Subscriber’s share of Fund income or proceeds realized by the Fund with respect to the sale of U.S. stocks, bonds or other

U.S. securities; and (5) understands that (A) the Subscriber’s failure to comply with the foregoing FATCA representations may subject the Subscriber to mandatory redemption of its entire interest in the Fund, and

(B) the Fund is authorized to hold back from redemption proceeds or other distributions to the Subscriber to the extent necessary to satisfy any tax obligations incurred by the Fund or to offset any financial losses, interests, penalties and other losses and liabilities incurred that result (directly or indirectly) from the Subscriber’s failure to comply with the foregoing FATCA representations.

The Subscriber hereby agrees to indemnify the Fund, the Directors, the Administrator and the Investment Manager, and each of their respective principals, members, managers, officers, directors, stockholders, partners, employees and agents and hold them harmless from and against any FATCA- related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which the Fund, the Directors, the Administrator and/or the Investment Manager or any such other party may incur as a result of any action or inaction (directly or indirectly) of the Subscriber (or any related person) described in the foregoing paragraph. This indemnification shall survive the Subscriber's death or disposition of its Shares in the Fund.

1. The Subscriber represents and warrants that it has not (or, if it is an entity, none of its Covered Persons (as defined below) have) been subject to a Disqualifying Event (as defined herein) as of the Closing Date and agrees to immediately inform the Investment Manager if it or any Covered Person is the subject of a Disqualifying Event thereafter. A “**Covered Person**” shall mean any director or executive officer of the Subscriber. A “**Disqualifying Event**” includes the Subscriber or any Covered Person being the subject of: (i) criminal convictions, which occurred within ten (10) years of the Closing Date, in connection with the purchase or sale of a security, making of a false filing with the U.S. Securities and

Exchange Commission (“**SEC**”) or arising out of the conduct of the business of an underwriter, broker, dealer, investment advisor or certain other types of financial intermediaries; (ii) orders, judgments, injunctions or decrees of any court of competent jurisdiction, which occurred within five (5) years of the Closing Date, in connection with the purchase or sale of a security, making of a false filing with the SEC or arising out of the conduct of the business of an underwriter, broker, dealer, investment advisor or certain other types of financial intermediaries; (iii) final orders from the Commodity Futures Trading Commission, federal banking agencies, the National Credit Union Administration, or state regulators of securities, insurance, banking, savings associations or credit unions that bar the Subscriber or any Covered Person from associating with a regulated entity, engaging in the business of securities, insurance or banking, or engaging in savings association or credit union activities, or are based on violation of a law that prohibits fraudulent, manipulative, or deceptive conduct and are issued within ten (10) years of the Closing Date; (iv) certain SEC disciplinary orders relating to brokers, dealers, municipal securities dealers, investment companies, and investment advisers and their associated persons; (v) SEC cease-and-desist orders related to violations of certain anti-fraud provisions and registration requirements of the federal securities laws issued within five (5) years of the Closing Date; (vi) SEC stop orders (including an order suspending a Regulation A exemption) issued within five (5) years of the Closing Date; (vii) suspension or expulsion from membership in a registered securities exchange or association (“**SEA**”) or from association with an SEA member; and (viii) U.S. Postal Service false representation orders issued within five (5) years of the Closing Date.

1. The Subscriber understands and agrees that neither the Fund nor the Shares are listed with or approved by any securities regulatory authority in any jurisdiction.
2. The Subscriber has not reproduced, duplicated or delivered Prospectus, the Constitutional Documents, or this Subscription Agreement to any other person, except professional advisors to the Subscriber or as instructed by the Fund.
3. The Subscriber has read carefully and understands the U.S. privacy policy of the Fund attached hereto as Annex A.
4. The foregoing representations, warranties and agreements will survive the Closing Date applicable to the Subscriber.
5. The Subscriber agrees to promptly notify the Fund should the Subscriber become aware of any change in the information or representations contained or made herein.
6. The Subscriber will, to the fullest extent permitted by applicable law, indemnify each Indemnified Party (as defined herein, which, for purposes of this **Section 9**, shall include fund counsel (except for legal malpractice)) and the Fund against any losses, claims, damages or liabilities to which any of them may become subject in any capacity in any action, proceeding or investigation arising out of or based upon any false representation or warranty, or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein, in the Constitutional Documents or in any other document furnished to the Fund, the Investment Manager or the Administrator by the Subscriber in connection with the offering of Shares. The Subscriber will reimburse each Indemnified Party and the Fund for legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any such action, proceeding or investigation. The reimbursement and indemnity obligations of the Subscriber under this **Section 9** will survive the Closing Date applicable to the Subscriber (or, if this Subscription Agreement is terminated, such termination) and will be in addition to any liability which the Subscriber may otherwise have, and will be binding upon and inure to the benefit of any successors, assigns, heirs, estates, executors, administrators and personal representatives of any Indemnified Party and the Fund. In the event that an Indemnified Party is not a party to this Subscription Agreement and, accordingly, is unable to enforce the indemnity provisions hereof, the benefit of the indemnity shall be deemed to have been given in favor of the Fund as trustee who shall be entitled and is hereby authorized to enforce the provisions of this **Section 9** on behalf of such Indemnified Party.
7. The Subscriber agrees that it shall not take any action to present a petition or commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganisation, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution, composition or analogous relief with respect to the Fund or the debts of the Fund, unless and until a debt is immediately due and payable by the Fund to the Subscriber.
8. The Subscriber hereby authorizes and instructs the Fund, the Administrator and the Investment Manager to accept and execute any instructions in respect of the Shares to which this Subscription Agreement relates given by the Subscriber in written form, by facsimile or by other electronic means. If instructions are given by the Subscriber by facsimile or by other electronic means, the Subscriber undertakes to send the original letter of instructions to the Administrator and agrees to keep each of the Fund, the Administrator and the Investment Manager (including their respective Affiliates) indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions made by facsimile or by other electronic means. The Fund, the Investment Manager and the Administrator (including their respective Affiliates) may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.
9. The Subscriber acknowledges and agrees that neither this Subscription Agreement nor any provisions hereof will be waived, modified, discharged or terminated, except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought; *provided* that the terms of offer and the rights attaching to the Shares, as set out in this Subscription Agreement, the Prospectus, and the Constitutional Documents, may be varied in accordance with the provisions of the Constitutional Documents.
10. This Subscription Agreement is not transferable or assignable by the Subscriber. This Subscription Agreement will be binding upon and inure to the benefit of the parties and their successors, permitted assigns, heirs, estates, executors, administrators and personal representatives; *provided, however*, that fund counsel shall be a party to this Subscription Agreement solely with respect to **Section 9** hereof in order to benefit from and enforce such Section, and a conformed signature page for fund counsel is included as a counterpart to this Subscription Agreement. If the Subscriber is more than one person, the obligation of the Subscriber will be joint and several, and the agreements, representations, warranties and acknowledgments herein contained will be deemed to be made by and be binding upon each such person and its successors, permitted assigns, heirs, estates, executors, administrators and personal representatives.
11. This Subscription Agreement will be governed by, and construed in accordance with, the laws of the Bermuda.
12. In the event that: (i) any current or prior Shareholder (“**Claiming Party**”) initiates or asserts any litigation, arbitration or similar claim or counterclaim, or joins, offers substantial assistance to or has a direct financial interest in any claim (“**Claim**”) against the Fund, the Investment Manager or any Investment Manager Affiliate, including any Claim purportedly filed on behalf of the Fund or any Shareholder, and (ii) the Claiming Party (or the third party that received substantial assistance from the Claiming Party or in whose Claim the Claiming Party had a direct financial interest) does not obtain a judgment on the merits that substantially achieves, in substance and amount, the full remedy sought, then each Claiming Party shall be obligated, jointly and severally, to reimburse the Fund and/or the Investment Manager or any such Investment Manager Affiliate for all fees, costs and expenses of every kind and description (including, but not limited to, all reasonable attorneys’ fees and other litigation expenses) that the parties may incur in connection with such Claim.
13. This Subscription Agreement and the other agreements or documents referred to herein or in the Constitutional Documents (and, if applicable, any Side Letter agreement executed in connection with this Subscription Agreement) contain the entire agreement of the parties, and there are no representations, covenants or other agreements except as stated or referred to herein and in such other agreements or documents. The signature page to this Subscription Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.
14. Any term or provision of this Subscription Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Subscription Agreement or affecting the validity or unenforceability of any of the terms or provisions of this Subscription Agreement in any other jurisdiction.

By executing the signature page to this Subscription Agreement, the Subscriber agrees to be bound by the foregoing.

[*remainder of page intentionally left blank*]

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|  | | |
|  | **PROSPECTIVE INVESTOR QUESTIONNAIRE** | |
| The Prospective Investor Questionnaire contains six parts. Prospective investors should complete each applicable part.  **Part I: To be completed by all prospective investors.**  **Part II: To be completed by individuals (including those investing through an individual retirement account (“IRA”) or other self-directed plan).**  **Part III: To be completed by IRAs that are not self-directed, Keoghs, corporations, limited liability companies, partnerships, trusts and other entities.**  **Part IV: To be completed by all prospective investors. Part V: To be completed by all prospective investors. Part VI: To be completed by all prospective investors.**  **Note**: Subscribers who identify themselves herein as benefit plan investors will need to complete an additional supplement together with these Subscription Documents.  In addition, each prospective investor: (i) that is a “United States person” (as defined below) (including a disregarded entity owned by a United States person) must submit to the Fund a fully completed and executed Form W-9 and (ii) that is a non-United States individual, non-United States corporation, non-United States partnership or other non-United States entity (or a disregarded entity owned by a non-United States person) must submit to the Fund a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP, as applicable, to claim an exemption from: (a) U.S. information and back-up withholding, (b) U.S. withholding tax on portfolio interest, (c) U.S. withholding tax on U.S. source interest or dividend under any applicable income tax treaty,  (d) U.S. withholding tax because income is effectively connected with the conduct of a U.S. trade or business or (e)  U.S. withholding tax because the recipient is an exempt non-United States government or international organization. Please refer to <http://apps.irs.gov/app/picklist/list/formsPublications.html>to obtain such Forms.  Corporations, limited liability companies, partnerships, trusts and other entities must attach appropriate authorizing instruments (e.g., corporate resolutions, limited liability company operating agreement, partnership agreement or trust instrument) and a list of authorized signatories. All qualified retirement plans must attach all plan and trust documents and any other instruments necessary to establish the status of the person executing the Subscription Agreement as a named fiduciary of the plan. For individual retirement accounts (“**IRAs**”), the IRA beneficiary must complete the Subscription Agreement, and the IRA custodian must approve the Subscription Agreement on behalf of the IRA subscriber.  ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY.  However, the Subscriber understands that the Fund and/or the Investment Manager may present this Prospective Investor Questionnaire to such parties as the Fund and/or the Investment Manager, in their sole and absolute discretion, deem appropriate if: (i) called upon to establish that the proposed offer and sale of the Shares is exempt from registration under the Securities Act or meets the requirements of applicable state securities or blue sky laws,  (ii) called upon to establish that the Fund is exempt from registration under the U.S. Investment Company Act of 1940, as amended from time to time (“**Investment Company Act**”), (iii) called upon to establish that the assets of the Fund do not constitute “plan assets” for purposes of Title I of ERISA, (iv) called upon to establish that the proposed offer and sale of the Shares is not a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, (v) called upon to establish that the Investment Manager is in compliance with the the U.S. Investment Advisers Act of 1940, as amended from time to time (“**Advisers Act**”), (vi) called upon to establish that the Fund and/or the Investment Manager has complied with all applicable statutes, rules or regulations governing tax withholding and information reporting, (vii) the contents hereof are relevant to any issue in any action, suit or proceeding to which the Fund and/or the Investment Manager is a party or by which it is or may be bound or (viii) necessary to comply with any applicable anti-money laundering laws, rules and regulations. The Fund and/or the Investment Manager may also disclose, in connection with this offering or the operations of the Fund, the name of the Subscriber and the amount of the Subscriber’s Shares of the Fund. Furthermore, the Subscriber understands that the offering of Shares may be reported to the SEC or to state securities or blue sky commissioners pursuant to the requirements of applicable federal law and of various state securities or blue sky laws. In addition, nothing in | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**12 |
|  | | |

this paragraph shall preclude the Fund and/or the Investment Manager from disclosing any information contained in this Prospective Investor Questionnaire to any governmental agency if relevant to any audit, examination or review by such agency of the Fund’s activities, returns, statements or filings or in connection with any request, advice or application sought or filed by the Fund with such agency. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Subscription Agreement to which this Prospective Investor Questionnaire is attached or Prospectus.

**SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**13

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|  | **PART I – SUBSCRIBER INFORMATION PAGE** | |
| |  |  |  |  | | --- | --- | --- | --- | | Subscriber Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  -or-  Entity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Residence (for individuals) or Principal Place of Business (for entities) (May not be a P.O. Box):** | | | Joint Subscriber: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | City: \_\_\_\_\_\_\_\_ | State: \_\_\_\_\_\_ | Zip: \_\_\_\_\_ | Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | **Mailing Address (if other than above)** | | | | | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | City: \_\_\_\_\_\_\_\_ | State: \_\_\_\_\_\_ | Zip: \_\_\_\_\_ | Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   **Subscriber Type:**   |  | | --- | | Individual Joint Tenants with Right of Survivorship Trust Partnership Corporation LLC  IRA Tenants in Common Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Please provide details of Custodian:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Community Property (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington or Wisconsin). ***PLEASE NOTE: if you are married and live in a community property state, both you and your spouse must sign the Signature Page to the Subscription Agreement.***   |  |  | | --- | --- | | Subscriber Social Security/Tax ID No.: \_\_\_\_\_\_\_\_\_\_\_\_ | Joint Subscriber’s Social Security: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if necessary) | | Subscriber Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Joint Subscriber Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if necessary) | | State, or if not in the U.S., Country in which the Subscription Agreement was signed: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |   **Class of Shares:**  Please indicate which Class of Shares you are subscribing for:  Dragon Dynamic Catalytic Bridge SAC Shares  *Prior to selecting a Class of Shares, Subscribers are advised to review the detailed descriptions of the rights and obligations applicable to such Class of Shares, which are set forth in the relevant*  *Fund Supplement for such Class of Shares, the Prospectus and/or this Subscription Agreement.*  **Form PF Investor Type:**  Under the reporting requirements on Form PF, the Fund must organize its investors by certain specified investor groups set forth in Form PF. Accordingly, please check below the investor type that best describes the Subscriber. (*If the Subscriber is acting as trustee, agent, representative or nominee for a Beneficial Owner, please check the item that best describes the Beneficial Owner.*) | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**14 |
|  | | |

***Please check one***:

Individual that is a United States person5 (or a trust of such a person)

Individual that is not a United States person (or a trust of such a person)

Broker-dealer

Insurance company

Investment company registered with the SEC

Private fund6

Non-profit

Pension plan (other than a governmental pension plan)

Banking or thrift institution (proprietary)

State or municipal government entity (other than a governmental pension plan)

State or municipal government pension plan

Sovereign wealth fund or foreign official institution

Investor that is not a United States person and about which the foregoing beneficial ownership information is not known and

cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party

intermediaries

Other (*please specify*): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment Information:**

Please insert your payment information. Please note **you must wire the payment from an account in your name**.

|  |  |
| --- | --- |
| Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Swift Code\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bank ABA#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For Further Credit to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| City/State/Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Account Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| City/State/Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Account #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Account #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

\* Required for U.S. dollar wire transfer to non-U.S. banks. Please contact your bank for more information.

# Was the Subscriber referred to the Fund by a placement agent?

Yes  No

If yes, please provide the name of placement agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# COMMUNICATIONS TO SUBSCRIBER:

**Please send all communications to (please check one):**

Residence or Principal Place of Business

Mailing Address

# Duplicate communications should be sent to an authorized representative as follows (complete if desired;

5 For purposes of Form PF, the term “United States person” has the meaning provided in Rule 203(m)-1 under the Advisers Act, which includes any natural person that is resident in the United States.

6 For purposes of Form PF, the term “private fund” means any issuer that would be an investment company as defined in Section 3 of the Investment Company Act, but for Section 3(c)(1) or 3(c)(7) thereof.

# otherwise, leave blank):

# Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Preferred Methods of Communication**: Choose ***one*** for the Subscriber and ***one*** for the authorized representative whose address appears immediately above, if any; ***Note***: Each of the Fund, the Administrator and the Investment Manager is permitted to send notices and other information relating to the Subscriber’s investment in the Fund in any manner it chooses but will send notices and other information by the method selected below if possible and may charge a related fee to the Subscriber in connection therewith.

|  |  |  |
| --- | --- | --- |
|  | Email/Web-based Delivery | Mail |
| Subscriber |  |  |
| Authorized Representative |  |  |

# Electronic Delivery of Reports and Other Communications:

If you elected “Email/Web-based Delivery” above, at their discretion, the Fund, the Investment Manager and/or the Administrator may provide to you (or your authorized representative) statements, reports and other communications relating to the Fund and/or your investment in the Fund in electronic form, such as email.

Do you consent to the sending of such statements, reports and other communications regarding the Fund and your investment in the Fund (including Net Asset Value information, subscription and redemption activity, and annual and other updates of the Fund’s consumer privacy policies and procedures) exclusively in electronic form without separate mailing of paper copies?

Yes  No

By consenting you also acknowledge that emails from the Fund, the Investment Manager and/or the Administrator may be accessed by recipients other than you and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Fund, the Investment Manager and/or the Administrator each give no warranties in relation to these matters. If you have any doubts about the authenticity of an email purportedly sent by the Fund, the Investment Manager and/or the Administrator, please contact the purported sender immediately.

**Schedule K-1s:** The annual Schedule K-1 statement will be sent to the Subscriber in physical form unless the Subscriber consents below to receive it electronically.

Does the Subscriber grant permission for the annual Schedule K-1 to be sent electronically?

Yes  No

Please note that this choice will apply until the Subscriber informs the Administrator that it is electing to alter such permission, which the Subscriber is able to do at any time by contacting the Administrator and in such contact specifying the effective date of the new election. The Administrator will confirm the receipt of the Subscriber’s change in election and will specify the date on which such change will take effect. If the Subscriber has chosen to receive the Schedule K-1 electronically, a paper copy can be obtained by contacting the Administrator, and such a request will NOT alter the election noted above. The Schedule K-1s will only be sent for those periods for which the Subscriber was an investor in the Fund. Subscribers should note that the electronic versions of the Schedule K-1 will be sent as Microsoft Word documents or .pdf files and that the Schedule K-1 may be required to be printed by the Subscriber for the purpose of attaching it to the Subscriber’s federal, state and/or local income tax returns, if required by applicable law.

# Compliance with the PATRIOT Act and Bermuda Anti-Money Laundering Regulations:

To comply with applicable anti-money laundering/OFAC rules and regulations, you and/or the institution remitting payment are required to provide the following payment information:

1. Name of the bank from which your payment to the Fund is being wired (“**Wiring Bank**”)?

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

1. Is the Wiring Bank located in the United States or another “**FATF Member**”7?

Yes  No

If **yes**, please answer question 3 below.

If **no**, please contact the Administrator.

1. Are you a customer of the Wiring Bank?

Yes  No

If **no**, please contact the Administrator.

# All Subscribers must provide the following applicable materials to the Administrator.

For Individual Investors:

1. A government issued form of picture identification (*e.g*., passport or drivers license); and
2. proof of the individual’s current address (*e.g.*, current utility bill), if not included in the form of picture identification.

For Funds of Funds or Entities that Invest on Behalf of Third Parties Not Located in the United States or Other FATF Members:

1. A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (*e.g.,* certificate of good standing);
2. an incumbency certificate attesting to the title of the individual executing the Subscription Agreement on behalf of the prospective Subscriber;
3. a completed form certifying that the entity has adequate anti-money laundering policies and procedures in place that are consistent with the PATRIOT Act, OFAC and other relevant federal, state or foreign anti-money laundering laws and regulations; and
4. a letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located, in the United States or other FATF Member certifying that the prospective Subscriber (*i.e.*, the fund of funds or the entity investing on behalf of third parties) has maintained an account at such bank/brokerage firm for a length of time and containing a statement affirming the prospective Subscriber’s integrity.

7 As of June 1, 2021, members of the Financial Action Task Force on Money Laundering (each, an “**FATF Member**”) are: : Argentina, Australia, Austria, Belgium, Brazil, Canada, China, Denmark, the European Commission, Finland, France, Germany, Greece, the Gulf Co-operation Council, Hong Kong, China, Iceland, India, Ireland, Israel, Italy, Japan, the Kingdom of the Netherlands (including the Netherlands, Aruba, Curaçao and Saint Maarten), Luxembourg, Malaysia, Mexico, New Zealand, Norway, Portugal, the Republic of Korea, the Russian Federation, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, the United Kingdom, and the United States. This list may be expanded, from time to time, to include future FATF Members and FATF-compliant countries, as appropriate.

For All Other Entity Subscribers:

1. A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (*e.g.*, certificate of good standing);
2. an incumbency certificate attesting to the title of the individual executing the Subscription Agreement on behalf of the prospective Subscriber;
3. corporate or partnership documents and/or resolutions granting the directors, principals or partners the authority to act of behalf of the entity;
4. a letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located, in the United States or other FATF Member certifying that the prospective Subscriber has maintained an account at such bank/brokerage firm for a length of time and containing a statement affirming the prospective Subscriber’s integrity;
5. if the prospective Subscriber is a privately-held entity, a completed form listing the name of each person who directly, or indirectly through intermediaries, is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the prospective Subscriber; and
6. if the prospective Subscriber is a trust, a list of current beneficiaries of the trust that have, directly or indirectly, 25% or more of any interest in the trust, the settlors or grantors of the trust, and the trustees, the trust documents showing evidence of the trustee’s authority to make the contemplated investment, and either an anti-money laundering compliance letter from the trustee or the identities of the beneficiaries, settlors, trustees and any persons who have the power to remove trustees, as well as the authorized activity of the trust and the persons authorized to act on behalf of the trust.

# The Fund and/or the Administrator may require you to provide other documentation in addition to those detailed above to comply with applicable anti-money laundering laws and regulations. Your Subscription Agreement will not be deemed complete until all of the required documentation listed above and additionally requested documentation is received by the Fund and/or the Administrator.

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|  | **PART II – TO BE COMPLETED BY INDIVIDUALS (INCLUDING THOSE INVESTING THROUGH AN IRA OR**  **OTHER SELF-DIRECTED PLAN)** | |
| **A. *General Information***   1. Is the Subscriber subscribing for Shares as agent, nominee, trustee or otherwise on behalf of, for the account of or jointly with any other person or entity?   Yes  No   1. Will any other person or persons have a beneficial interest in the Shares acquired?   Yes  No   1. Does the Subscriber control any other existing or prospective investor in the Fund?   Yes  No  *PLEASE NOTE: If any of the above questions were answered* “*Yes”, please provide identifying information or contact the Administrator.*   1. Citizenship of the Subscriber: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. Is the Subscriber an employee, officer or agent of, or in any way affiliated with, the Investment Manager or the Fund?   Yes  No  If yes, please describe the relationship below.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Is the Subscriber a senior foreign government, political or military official, or an immediate family member or close associate of such person (a “*politically exposed person*”)?   Yes  No  If yes, (a) which government? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. what position in the government? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. if an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   [*remainder of page intentionally left blank*] | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**19 |
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## B. Subscriber Qualification

1. **Accredited Investor.** Shares will be sold only to investors who are “*accredited investors*” (as defined in Rule 501 of Regulation D promulgated under the Securities Act). Please indicate the basis of “*accredited investor*” status of the Subscriber by checking the applicable statement or statements.
   1. Is the Subscriber a *natural person* whose individual net worth 8 (or joint net worth with the Subscriber’s spouse or “*spousal equivalent*” (as defined in Rule 501(j) of Regulation D promulgated under the Securities Act)) exceeds $1,000,000, excluding the positive value of the Subscriber’s primary residence?

Yes No

* 1. Is the Subscriber a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint annual income with the Subscriber’s spouse or “*spousal equivalent*” (as defined in Rule 501(j) of Regulation D promulgated under the Securities Act) in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year?

Yes No

* 1. Is the Subscriber a natural person who holds, in good standing, one of the following professional licenses, certifications, designations or credentials:
* Licensed General Securities Representative (Series 7)
* Licensed Investment Adviser Representative (Series 65)
* Licensed Private Securities Offerings Representative (Series 82)

Yes  No

* 1. Is the Subscriber a natural person who is a *“knowledgeable employee”* (as defined in Rule 3c- 5(a)(4) under the Investment Company Act)?

Yes  No

If the Subscriber does not qualify in an accredited investor category above (and is not a corporation, limited liability company, partnership, trust or other entity), please indicate this in the space provided below.

The Subscriber does not qualify in any of the above accredited investor categories.

# Tax Information

* 1. Is the Subscriber a United States citizen or permanent resident of the United States?

Yes  No

If the answer to question 2(a) is “*Yes*”, has the Subscriber included a fully executed Form W-9 with this Prospective Investor Questionnaire?

Yes  No

If the answer to question 2(a) is “*No*”, has the Subscriber included a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP,

as applicable, with this Prospective Investor Questionnaire?

8 In calculating net worth, you may include your equity in personal property and real estate (excluding the positive value of your primary residence but including any negative value (i.e., the amount by which any mortgages thereon exceed the market value)), cash, short-term investments, stock and securities. Your inclusion of equity in personal property and real estate should be based on the fair market value of such property less debt secured by such property. In addition, you may not include in your net worth any amounts which you borrowed or withdrew against your primary residence (e.g., drawing down on a home equity line of credit) within 60 days prior to your subscription date.

Yes  No

* 1. If you are purchasing Shares with your spouse, is your spouse a United States citizen or permanent resident of the United States?

Yes  No  N/A

* 1. Please provide your U.S. state or foreign country of residence for tax purposes (and that of your spouse, if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. The Subscriber reports income for federal income tax purposes on the following basis:

calendar year taxable year; or

other taxable year (please specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ERISA Information

* 1. Is the Subscriber purchasing Shares in the Fund with funds that constitute, directly or indirectly, assets of any employee benefit plan subject to ERISA or to Section 4975 of the Code?

Yes  No

* 1. If the Subscriber is an IRA, the IRA beneficiary must complete the Subscription Agreement. The IRA custodian must approve the Subscription Agreement and retain legal title of the Interest for the benefit of the IRA beneficiary. By initialing on the line below, the Subscriber represents that the IRA custodian has approved the Subscription Agreement and will retain legal title of the Interest for the benefit of the IRA beneficiary.

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

Initial Name of IRA Custodian (Note: cannot be an individual)

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|  | **PART III – TO BE COMPLETED BY IRAS THAT ARE NOT SELF-DIRECTED, KEOGHS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, TRUSTS AND OTHER ENTITIES** | |
| **A. *General Information***   1. Is the Subscriber subscribing for Shares as agent, nominee, trustee or otherwise on behalf of, for the account of or jointly with any other person or entity?   Yes  No   1. Will any other person or persons have a beneficial interest in the Shares acquired (other than as a shareholder, partner, member, trust beneficiary or other beneficial owner of equity interests in the Subscriber)?   Yes  No   1. Does the Subscriber control, or is the Subscriber controlled by or under common control with, any other existing or prospective investor in the Fund?   Yes  No  *PLEASE NOTE: If any of the above questions were answered* “*Yes”, please provide identifying information or contact the Administrator.*   1. Legal form of the Subscriber: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. U.S. state or foreign jurisdiction in which Subscriber was incorporated or formed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. Date of incorporation or formation of the Subscriber: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 4. Is the Subscriber an employee, officer or agent of, or in any way affiliated with, the Investment Manager or the Fund?   Yes  No  If yes, please describe the relationship below. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Is the Subscriber in any way affiliated with a senior foreign government, political or military official, or an immediate family member or close associate of such person (a “*politically exposed person*”)?   Yes  No  If yes, (a) which government? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. what position in the government? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. if an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   **9.** Authorized individual who is executing the Subscription Agreement on behalf of the investing entity is: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Current position or title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**22 |
|  | | |

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## B. Subscriber Qualification

1. **Accredited Investor.** Shares will be sold only to investors who are “*accredited investors*” (as defined in Rule 501 of Regulation D promulgated under the Securities Act). Please indicate the basis of “*accredited investor*” status of the Subscriber by checking the applicable statement statements.

The Subscriber has total assets in excess of $5,000,000, was not formed for the purpose of investing in the Fund and is one of the following:

* + - a corporation
    - a partnership
    - a limited liability company
    - a business trust
    - a tax-exempt organization described in Section 501(c)(3) of the Code.

The Subscriber is a personal (non-business) trust, other than an employee benefit trust, with total assets in excess of $5,000,000 which was not formed for the purpose of investing in the Fund and whose decision to invest in the Fund has been directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment.

The Subscriber is licensed, or subject to supervision, by U.S. federal or state examining authorities as a “*bank*”, “*savings and loan association*”, “*insurance company*”, or “*small business investment company*” (as such terms are used and defined in 17 CFR §230.501(a)) or is an account for which a bank or savings and loan association is subscribing in a fiduciary capacity.

The Subscriber is registered with the SEC as a broker or dealer or an investment company, or has elected to be treated or qualifies as a “*business development company*” (within the meaning of Section 2(a)(48) of the Investment Company Act or Section 202(a)(22) of the Advisers Act).

The Subscriber is an investment adviser: (a) registered with the SEC pursuant to Section 203 of the Advisers Act or registered pursuant to the laws of a state; or (b) exempt from registration with the SEC under Section 203(l) or Section 203(m) of the Advisers Act.

The Subscriber is a “*Rural Business Investment Company*” (as defined in 7 CFR §4290.10).

The Subscriber is an employee benefit plan within the meaning of ERISA, which satisfies at least one of the following conditions:

it has total assets in excess of $5,000,000; or

the investment decision is being made by a plan fiduciary which is a bank, savings and loan association, insurance company or registered investment adviser; or

it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to the participant’s account) and the decision to invest is made by those participants investing, and each such participant qualifies as an accredited investor.

The Subscriber is an employee benefit plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, which has total assets in excess of $5,000,000.

The Subscriber is an entity in which *all* of the equity owners are at least one of the following: (a) natural persons who are “accredited investors”, (b) grantor trusts where the individual grantors are “accredited investors” or (c) non-natural persons described above.

The Subscriber is a “*family office*” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act) that (a) has assets under management in excess of $5 million, (b) was not formed for the specific

purpose of investing in the Fund, and (c) has a person directing its investment in the Fund who has such knowledge and experience in financial and business matters so that the family office is capable of evaluating the merits and risks of an investment in the Fund.

The Subscriber is a “*family client*” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act) of a *family office* that: (a) has assets under management in excess of $5 million, (b) was not formed for the specific purpose of investing in the Fund, and (c) has a person directing its investment in the Fund who has such knowledge and experience in financial and business matters so that the family office is capable of evaluating the merits and risks of an investment in the Fund, and whose investment in the Fund is directed by such family office.

The Subscriber is an entity, not otherwise listed in this Section B.1., which was not formed for the specific purpose of investing in the Fund and which owns “*investments*” (as defined in Rule 2a51- 1(b) under the Investment Company Act) in excess of $5 million.

If the Subscriber does not qualify in an accredited investor category above (and is not a natural person or grantor trust), please indicate this in the space provided below.

The Subscriber does not qualify in any of the above accredited investor categories.

# Supplemental Data

1. Was the Subscriber organized or reorganized for the specific purpose of acquiring Shares in the Fund?

Yes  No

*PLEASE NOTE: If the answer to question 2(a) is* “*Yes*”*, each person who is an equity owner of the Subscriber must complete a copy of the Prospective Investor Questionnaire as if such person were directly purchasing Shares.*

1. With respect to its acquisition of the Shares, is the Subscriber a participant-directed defined contribution plan (such as a 401(k) plan), or a partnership or other investment vehicle (1) in which its partners or participants have or will have any discretion as to their level of investment in the Subscriber or in investments made by the Subscriber (including the Subscriber’s investment in Shares), or (2) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Fund?

Yes No

1. Assuming that the Subscriber owns less than 10% of the voting securities of the Fund, does the Subscriber count as one beneficial owner under Section 3(c)(1) of the Investment Company Act?

Yes  No

If the answer to question 4(c) is “*No,*” under Section 3(c)(1) of the Investment Company Act, assuming that the Subscriber owns less than 10% of the voting securities of the Fund, how many beneficial owners does the Subscriber count as?

# ERISA and Tax-Exempt Information

1. Is the Subscriber a pension, profit-sharing, annuity or employee benefit plan (a “**Plan**”) described in ERISA, whether or not subject to ERISA, or a “*plan*” (as defined in Section 4975(e)(i) of the Code), or is the Subscriber an entity whose underlying assets include Plan assets by reason of a Plan’s investment in the Subscriber?

Yes No

If the answer to question 3(a) is “*Yes*”, is the Subscriber subject to ERISA?

Yes  No

If the answer to question 3(a) is “*Yes”,* is the Subscriber a “*governmental plan*” (as defined in Section 3(32) of ERISA) or a “*church plan*” (as defined in Section 3(33) of ERISA)?

Yes  No

1. Is the Subscriber a partnership, a limited liability company, an S Corporation, trust or other pass-through entity?

Yes  No

If the answer to question 3(b) is “*Yes*”, please supply the approximate percentage of ERISA plan assets to be invested in the Fund by the Subscriber as compared to the total assets of such Subscriber?

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| --- | --- |
| \_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Please identify a contact for confirmation |

If the answer to question 3(b) is “*Yes*”, please provide the approximate percentage of ERISA plan assets to be invested in the Fund as compared with the total assets of the ERISA plan sponsor \_\_\_\_\_\_\_%

If the answer to question 3(b) is “*Yes*”, please provide the percentage of assets of such entity that constitute “plan assets” as defined in DOL Reg. Sec. 2510.3-101.

\_\_\_\_\_\_\_%

1. If the Subscriber is subscribing as a trustee or custodian for an IRA, is the Subscriber a qualified IRA custodian or trustee?

Yes  No  N/A

1. If the Subscriber is an IRA, the IRA beneficiary must complete the Subscription Agreement. The IRA custodian must approve the Subscription Agreement and retain legal title of the Shares for the benefit of the IRA beneficiary. By initialing on the line below, the Subscriber represents that the IRA custodian has approved the Subscription Agreement and will retain legal title of the Shares for the benefit of the IRA beneficiary.

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Initial Name of IRA Custodian (Note: cannot be an individual)

# Tax Information

1. Is the Subscriber a “*United States person*” (as defined in Section 7701(a)(30) of the Code and the regulations promulgated thereunder)?9

Yes  No

If the answer to question 4(a) is “*Yes”,* has the Subscriber included a fully executed

9 As per Section 7701(a)(30) of the Code and the regulations promulgated thereunder, “United States person” means: (i) a citizen or resident of the United States, (ii) a U.S. partnership, (iii) a U.S. corporation, (iv) any estate (other than a non-United States estate, within the meaning of Section 7701(a)(31) of the Code), (v) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (vi) any trust which has elected to be taxed as a trust described in (v).

Form W-9 with this Prospective Investor Questionnaire?

Yes  No

If the answer to question 4(a) is “*No*”, has the Subscriber included a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP,

as applicable, with this Prospective Investor Questionnaire?

Yes  No

1. Please provide the Subscriber’s U.S. state or foreign country of residence for tax purposes:

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

1. The Subscriber reports income for federal income tax purposes on the following basis:

calendar year taxable year; or

other taxable year (please specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Is the Subscriber exempt from U.S. federal income tax (e.g., a qualified employee benefit plan or trust, retirement account, charitable remainder trust, or a charitable foundation or other tax-exempt organization described in Section 501(c)(3) of the Code)?

Yes  No

1. Is the Subscriber treated as a disregarded entity for U.S. federal income tax purposes?

Yes  No

If the answer to question 4(e) is “*Yes”,* is the owner of the Subscriber a “*United States person*”?

Yes  No

If the answer to the previous question is “*Yes”,* please provide a fully executed Form W-9.

If the answer to the previous question is “*No”,* please provide a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP, as

applicable.

1. Is the Subscriber a “*simple trust*” or a “*grantor trust*” for U.S. federal income tax purposes?

Yes  No

If the answer to question 4(f) is “*Yes”,* please provide a fully executed Form W-9 or Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP,

as applicable, with respect to the persons who are subject to U.S. federal income tax on the trust’s income.

1. Is the Subscriber a “*grantor trust”,* “*S Corporation*” or an entity treated as a partnership for

U.S. federal income tax purposes?

Yes  No

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|  | **PART IV—NEW ISSUES CERTIFICATION TO BE COMPLETED BY ALL SUBSCRIBERS** | |
| The Subscriber must complete this Certification in order for the Fund to be able to determine the extent to which the Subscriber may participate in “new issue” securities in accordance with Rule 5130 (the “**New Issues Rule**”) of the Securities Offering And Trading Standards And Practices of FINRA. If the Subscriber is a corporation, partnership, limited liability company, trust or any other entity or a nominee for another person, the person completing this Certification with respect to the Subscriber *must* be a person authorized to represent the beneficial owner(s) of the Subscriber, or a bank, foreign bank, broker-dealer, investment adviser or other conduit acting on behalf of the beneficial owner(s) of the Subscriber.  INSTRUCTIONS: Each Subscriber must complete this Certification by checking the box next to all applicable categories under Section A below to determine whether the Subscriber is a restricted person under the New Issues Rule (a “**Restricted Person**”) or indicating that none of the Restricted Person categories apply to it and the Subscriber is eligible to participate in new issues. A Subscriber that is an entity and that is also a Restricted Person under Section A may still be able to participate fully in new issue investments if it indicates in Section B that it is also an exempted entity (an “**Exempted Entity**”). Accordingly, each such Subscriber should check the box next to any applicable categories under Section B to determine whether or not the Subscriber is an Exempted Entity.  If the Subscriber is a corporation, partnership, limited liability company, trust or any other entity (including a hedge fund, fund-of-funds, investment partnership or any other collective investment vehicle, or a broker-dealer organized as an investment fund) (any of the foregoing, an “**Entity Investor**”), such Entity Investor must complete the certification of beneficial ownership in Section C. Based on such information and the size of the investment by such Entity Investor in the Fund, such Entity Investor may be deemed to be a Restricted Person with respect to the entirety of its investment in the Fund or any portion thereof (such determination of Restricted Person status by the Fund shall be final and conclusive).  The Subscriber does not wish to participate in new issues and will be deemed a Restricted Person. If this box is checked, no further responses to Section A, B or C are necessary.   1. **Determination of Restricted Person Status.** Please check all appropriate boxes.   The Subscriber is:   |  |  | | --- | --- | |  | (i) a broker-dealer; | |  | (ii) an officer, director, general partner, associated person10 or employee of a broker-dealer (other than a limited business broker-dealer)11; | |  | (iii) an agent of a broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business; | |  | (iv) an immediate family member 12 of a person described in (ii) or (iii) above. Under certain circumstances, a Subscriber who checks this box may be able to participate in new issue investments. The Fund may request additional information in order to determine the eligibility of a Subscriber under this Restricted Person category; |   10 A person “associated with” a broker-dealer includes any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a broker-dealer, any partner, director, officer or sole proprietor of a broker-dealer.  11 A “limited business broker-dealer” is any broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.  12 The term “immediate family” includes the Subscriber's: (i) parents, (ii) mother-in-law or father-in-law, (iii) husband or wife, (iv) brother or sister, (v) brother-in-law or sister-in-law, (vi) son-in-law or daughter-in-law, (vii) children, and (viii) any other person who is supported, directly or indirectly, to a material extent by an officer, director, general partner, employee, agent of a broker-dealer or person associated with a broker-dealer. | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**27 |
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|  | (v) a finder or any person acting in a fiduciary capacity to a managing underwriter, including, but not limited to, attorneys, accountants and financial consultants. Notwithstanding the foregoing, a Subscriber who is a finder or fiduciary but who is not acting in such capacity with respect to the security being offered, may be able to participate in new issue investments, and accordingly, the Fund may request additional information from a Subscriber who checks this box in order to determine the Subscriber’s eligibility under this Restricted Person category; |
|  | (vi) a person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account13 (including a private investment vehicle such as a hedge fund); |
|  | (vii) an immediate family member of a person described in (v) or (vi) above who materially supports14, or receives material support from, the Subscriber; |
|  | (viii) a person listed or required to be listed in Schedule A, B or C of a Form BD (other than with respect to a limited business broker-dealer), except persons whose listing on Schedule A, B or C is related to a person identified by an ownership code of less than 10% on Schedule A; |
|  | (ix) a person that (A) directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD, or (B) directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed in Schedule B of a Form BD, in each case  (A) or (B), other than a reporting company that is listed on a national securities exchange, or other than with respect to a limited business broker/dealer; |
|  | (ix) a person that (A) directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD, or (B) directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed in Schedule B of a Form BD, in each case  (A) or (B), other than a reporting company that is listed on a national securities exchange, or other than with respect to a limited business broker/dealer; |
|  | (x) an immediate family member of a person described in (viii) or (ix) above. Under certain circumstances, a Subscriber who checks this box may be able to participate in new issue investments. The Fund may request additional information in order to determine the eligibility of a Subscriber under this Restricted Person category; or |
|  | (xi) any entity (including a corporation, partnership, limited liability company, trust or other entity) in which any person or persons listed in (i)-(x) above has a beneficial interest15. |
|  | None of the above categories apply and the Subscriber is eligible to participate in new issue securities. |

1. **Determination of Exempted Entity Status.** A Subscriber that is an entity and that is also a Restricted Person under Section A may still be able to participate fully in new issue investments, whether directly or through an account in which such Subscriber has a beneficial interest, if it indicates below that it is also an Exempted Entity. Please check all appropriate boxes.

The Subscriber is:

(i) a publicly-traded entity (other than a broker-dealer or an affiliate of a broker-dealer, where such

13 A “collective investment account” is any hedge fund, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. Investment clubs (groups of individuals who pool their money to invest in stock or other securities and who are collectively responsible for making investment decisions) and family investment vehicles (legal entities that are beneficially owned solely by immediate family members (as defined above)) are not considered collective investment accounts.

14 The term “material support” means directly or indirectly providing more than 25% of a person’s income in the prior calendar year. Members of the immediate family living in the same household are deemed to materially support each other.

15 The term “beneficial interest” means any economic interest such as the right to share in gains or losses. The initial receipt of a management or performance-based fee for operating a collective investment account, or other fee for acting in a fiduciary capacity, is not considered a beneficial interest in the account; however, if such payments are accumulated and subsequently invested into the account (as a deferred fee arrangement or otherwise), they would constitute a beneficial interest in that account.

broker-dealer is authorized to engage in the public offering of new issues either as a selling group member or underwriter) that is listed on a national securities exchange, or is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange;

(ii) an investment company registered under the Investment Company Act;

(iii) an investment company organized under the laws of a foreign jurisdiction and:

1. the investment company is listed on a foreign exchange or authorized for sale to the public by a foreign regulatory authority; and
2. no person owning more than 5% of the shares of the investment company is a Restricted Person;

(iv) (A) an employee benefit plan under ERISA that is qualified under Section 401(a) of the Code and that is not sponsored solely by a broker-dealer, (B) a state or municipal government benefits plan that is subject to state and/or municipal regulation or (C) a church plan under Section 414(e) of the Code;

(v) a tax-exempt charitable organization under Section 501(c)(3) of the Code;

(vi) a common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the U.S. Securities Exchange Act of 1934, as amended from time to time (the “**Exchange Act**”), and the fund

1. has investments from 1,000 or more accounts, and
2. does not limit beneficial interests in the fund principally to trust accounts of Restricted Persons;

(vii) an insurance company general, separate or investment account, and

1. the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders, and
2. the insurance company does not limit the policyholders whose premiums are used to fund the account principally to Restricted Persons, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons; or

(viii) an entity (including a private investment vehicle, such as a hedge fund or fund-of-hedge-funds):

(a) in which the beneficial interests of Restricted Persons do not exceed in the aggregate 10% of such entity, or (b) that limits participation in New Issue profits by Restricted Persons to not more than 10% of the profits from New Issues.

# Determination of Beneficial Ownership.

If the box for (viii) in Section B above is checked, please specify the current percentage of the net profits from New Issues allocable to beneficial owners of such entity who are Restricted Persons:

\_\_\_\_\_\_%

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|  | **PART V—SPINNING PROHIBITION CERTIFICATION TO BE COMPLETED BY ALL SUBSCRIBERS** | |
| The Subscriber must complete this Certification in order for the Fund to be able to determine the extent to which the Subscriber may participate in “new issue” securities in accordance with FINRA Rule 5131(b) (the “**Spinning Prohibition Rule**”), which prohibits a FINRA member who provides investment banking services from allocating new issues to accounts in which officers and directors of certain current, former or prospective investment banking clients have an interest. To enable the Fund to purchase new issues, the Fund must determine whether the Subscriber is an executive officer or director or person materially supported by an executive officer or director of a public company or a “covered non-public company” under the Spinning Prohibition Rule. Please note that the Spinning Prohibition Rule (FINRA Rule 5131(b)) is in addition to, not a replacement of, the New Issues Rule (FINRA Rule 5130) covered in Part IV of this Questionnaire.  If the Subscriber is a corporation, partnership, limited liability company, trust or any other entity or a nominee for another person, the person completing this Certification with respect to the Subscriber *must* be a person authorized to represent the beneficial owner(s) of the Subscriber, or a bank, foreign bank, broker-dealer, investment adviser or other conduit acting on behalf of the beneficial owner(s) of the Subscriber.  INSTRUCTIONS: Each Subscriber must complete this Certification by checking the box next to all applicable categories under Section A below to determine whether the Subscriber is a restricted investor under the Spinning Prohibition Rule (a “**Restricted Investor**”), or indicating that none of the Restricted Investor categories apply to it and that the Subscriber is eligible to participate in new issues. A Subscriber that is an entity which is deemed a Restricted Investor under Section A may still be able to participate in new issues if it indicates in Section B below that it is an unrestricted investor under the Spinning Prohibition Rule (an “**Unrestricted Investor**”).  *The Subscriber does not wish to participate in new issues and will be deemed a Restricted Investor*. If this box is checked, no further responses to Section A or B are necessary.   1. **Determination of Restricted Investor Status.** Please check all appropriate boxes.   The Subscriber is:  (i) an executive officer or director of a public company16 or a covered non-public company17.  If this box is checked, please provide the name and ticker symbol (where applicable) of each such company (include additional sheets if necessary):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (ii) a person who receives material support 18 from an executive officer or director of a public company or a covered non-public company.  If this box is checked, please provide the name and ticker symbol (where applicable) of each such company (include additional sheets if necessary):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  16 A “public company” is any company that is registered under Section 12 of the Exchange Act, or files periodic reports pursuant to Section 15(d) of the Exchange Act.  17 A “covered non-public company” is any non-public company satisfying the following criteria: (i) income of at least $1 million in the last fiscal year or in two of the last three fiscal years and shareholders' equity of at least $15 million; (ii) shareholders' equity of at least  $30 million and a two-year operating history; or (iii) total assets and total revenue of at least $75 million in the latest fiscal year or in two of the last three fiscal years.  18 The term “material support” means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Persons living in the same household are deemed to be providing each other with material support. | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**30 |
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(iii) an entity (including a corporation, partnership, limited liability company, trust or other entity) in which a person or persons listed in (i) and (ii) above has a beneficial interest19 (each such person, a “**Restricted Participant**”).

If this box is checked, please indicate the company or companies (and ticker symbol(s) where applicable) on whose behalf such executive officers or directors serve and the percentage share of profits or losses attributable to new issues to be received by all Restricted Participants related to each company (include additional sheets if necessary):

Name and ticker symbol of each such company: Share of profits:

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(iv) None of the above categories apply and the Subscriber is not a Restricted Investor and is eligible to participate in new issues. The Subscriber does not need to complete Section B below.

1. **Determination of Unrestricted Investor Status.** A Subscriber that is an entity which is deemed a Restricted Investor under Section A may still be able to participate in new issues if it indicates below that it is also an Unrestricted Investor. Please check all appropriate boxes.

The Subscriber is:

(i) an entity (including a corporation, partnership, limited liability company, trust or other entity) in which a Restricted Participant(s) has/have a beneficial interest, but the Subscriber hereby represents and warrants that such Restricted Participant(s) affiliated with the same public company or covered non-public company in aggregate (as to each such public company or covered non- public company) is/are allocated no more than 25% of any profits or losses attributable to new issues received by the Subscriber.

If this box is checked, please indicate the company or companies (and ticker symbol(s) where applicable) on whose behalf such executive officers or directors serve and the percentage share of profits or losses attributable to new issues to be received by all Restricted Participants related to each company (include additional sheets if necessary):

Name and ticker symbol of each such company: Share of profits:

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(ii) a publicly-traded entity (other than a broker-dealer or an affiliate of a broker-dealer, where such broker-dealer is authorized to engage in the public offering of new issues either as a selling group member or underwriter) that is listed on a national securities exchange, or is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange;

19 The term “beneficial interest” means any economic interest such as the right to share in gains or losses. The initial receipt of a management or performance-based fee for operating a collective investment account, or other fee for acting in a fiduciary capacity, is not considered a beneficial interest in the account; however, if such payments are accumulated and subsequently invested into the account (as a deferred fee arrangement or otherwise), they would constitute a beneficial interest in that account.

(iii) an investment company registered under the Investment Company Act;

(iv) an investment company organized under the laws of a foreign jurisdiction and:

1. the investment company is listed on a foreign exchange or authorized for sale to the public by a foreign regulatory authority; and
2. no person owning more than 5% of the shares of the investment company is a Restricted Person;

(v) (A) an employee benefit plan under ERISA that is qualified under Section 401(a) of the Code and that is not sponsored solely by a broker-dealer, (B) a state or municipal government benefits plan that is subject to state and/or municipal regulation or (C) a church plan under Section 414(e) of the Code;

(vi) a tax-exempt charitable organization under Section 501(c)(3) of the Code;

(vii) a common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the Exchange Act, and the fund

1. has investments from 1,000 or more accounts, and
2. does not limit beneficial interests in the fund principally to trust accounts of Restricted Persons; or

(viii) an insurance company general, separate or investment account, and

1. the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders, and
2. the insurance company does not limit the policyholders whose premiums are used to fund the account principally to Restricted Persons, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons.

[*remainder of page intentionally left blank*]

**PART VI— CRS COMPLIANCE TO BE COMPLETED BY ALL SUBSCRIBERS**

All prospective investors must complete and sign the appropriate Bermuda CRS Form (attached hereto as a separate document).

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|  | **SIGNATURE PAGE** | |
| This page constitutes the signature page for the Subscription Agreement and the Prospective Investor Questionnaire, and execution of this signature page constitutes execution of each.  IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement and the Prospective Investor Questionnaire this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.  $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Amount of Subscription Subscribed For  Class: Dragon Dynamic Catalytic Bridge SAC Shares  **For Individuals:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Prospective Investor (print or type)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Joint Prospective Investor (print or type) (if applicable)    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Joint Signature, if applicable)  **For Entities:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Prospective Investor (print or type)  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name and Initials of IRA custodian, if applicable)  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Amount of Subscription Accepted  Accepted and Agreed, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_:  **DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**34 |
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|  | **ANNEX A – U.S. PRIVACY POLICY** | |
| This privacy policy explains the manner in which the Fund collects, utilizes and maintains nonpublic personal information about the Fund’s investors, as required under U.S. federal legislation.  The Fund collects personal information about its investors mainly through the following sources:   * Subscription forms, investor questionnaires and other information provided by the investor in writing, in person, by telephone, electronically or by any other means. This information includes name, address, nationality, tax identification number, and financial and investment qualifications; and * Transactions within the Fund, including account balances, investments and redemptions.   The Fund does not sell or rent investor information. The Fund does not disclose nonpublic personal information about its investors to nonaffiliated third parties or to affiliated entities, except as permitted by law. For example, the Fund may share nonpublic personal information in the following situations:   * To service providers in connection with the administration and servicing of the Fund, which may include attorneys, accountants, auditors and other professionals. The Fund may also share information in connection with the servicing or processing of Fund transactions; * To affiliated companies in order to provide you with ongoing personal advice and assistance with respect to the products and services you have purchased through the Fund and to introduce you to other products and services that may be of value to you; * To respond to a subpoena or court order, judicial process or regulatory authorities; * To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities; and * Upon consent of an investor to release such information, including authorization to disclose such information to persons acting in a fiduciary or representative capacity on behalf of the investor.   The Fund’s policy is to require that all employees, financial professionals and companies providing services on its behalf keep client information confidential.  The Fund maintains safeguards that comply with federal standards to protect investor information. The Fund restricts access to the personal and account information of investors to those employees who need to know that information in the course of their job responsibilities. Third parties with whom the Fund shares investor information must agree to follow appropriate standards of security and confidentiality.  The Fund’s privacy policy applies to both current and former investors. The Fund may disclose nonpublic personal information about a former investor to the same extent as for a current investor.  The Fund may make changes to its privacy policy in the future. The Fund will not make any change affecting you without first sending you a revised privacy policy describing the change. | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND A-**35 |
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|  | **ADDITIONAL SUBSCRIPTION FORM** | |
| Dragon Dynamic Catalytic Bridge SAC Fund Centaur Fund Services US, Inc  16-00 Route 208 South 3rd Floor  Fair Lawn, New Jersey 07506  Attention: Centaur Fund Services – Investor Services Telephone: +1 201 335 1279  Email: [investorservicesUS@centaurfs.com](mailto:investorservicesUS@centaurfs.com) Dear Sir or Madam:  The undersigned hereby wishes to make an additional subscription for shares (“**Additional Subscription**”) in Dragon Dynamic Catalytic Bridge SAC Fund (“**Fund**”), a segregated account of Dragon Dynamic Funds Platform Ltd., a Bermuda mutual fund company (“**Company**”). The Shares are linked to the Dragon Dynamic Catalytic Bridge SAC Shares, which is the designated name of a distinct and segregated class of Investor Shares as defined in the Prospectus of the Company.  Subject to the discretion of the board of directors of the Fund to accept lesser amounts, the minimum Additional Subscription is $10,000. The amount of the undersigned’s Additional Subscription is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  The undersigned acknowledges and agrees that: (i) the undersigned is making the Additional Subscription on the terms and conditions contained in the Subscription Agreement (or similar subscription materials), dated \_\_\_\_\_ previously executed by the undersigned and accepted by the Fund (“**Subscription Agreement**”); (ii) the representations of the undersigned contained in the Subscription Agreement are true and correct in all material respects as of the date set forth below; (iii) the undersigned has complied in all material respects through the date set forth below with all covenants contained in the Subscription Agreement; and (iv) the information provided by the undersigned in the Prospective Investor Questionnaire submitted with the Subscription Agreement is true and correct as of the date set forth below. **THE UNDERSIGNED AGREES TO NOTIFY THE FUND PROMPTLY SHOULD THERE BE ANY CHANGE IN ANY OF THE FOREGOING INFORMATION.**  **Dated:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Class: Dragon Dynamic Catalytic Bridge SAC Shares   |  |  | | --- | --- | | **For Individuals:** | **For Entities:** | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Investor (print or type) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Investor (print or type) | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Joint Investor (print or type) (if  applicable) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Joint Signature, if applicable) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name and Initials of IRA custodian, if applicable) |   **FOR INTERNAL USE ONLY:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Additional Subscription Accepted | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND** ASF-1 |

Accepted and Agreed, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_:

# DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND**

ASF-2

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|  | **FORM OF REQUEST FOR REDEMPTION OF SHARES** | |
| Dragon Dynamic Catalytic Bridge SAC Fund Centaur Fund Services US, Inc  16-00 Route 208 South 3rd Floor  Fair Lawn, New Jersey 07506  Attention: Centaur Fund Services – Investor Services Telephone: +1 201 335 1279  Email: [investorservicesUS@centaurfs.com](mailto:investorservicesUS@centaurfs.com) Dear Sir or Madam:  The undersigned shareholder ("**Shareholder**") of Dragon Dynamic Catalytic Bridge SAC Fund (“**Fund**”), a segregated account of Dragon Dynamic Funds Platform Ltd., a Bermuda mutual fund company (“**Company**”) (the Shares are linked to the Dragon Dynamic Catalytic Bridge SAC Shares, which is the designated name of a distinct and segregated class of Investor Shares as defined in the Prospectus of the Company (as the same may be amended and/or supplemented from time to time, “**Prospectus**”)), hereby requests to redeem that portion of its Shares of the Fund ("**Shares**") as is indicated below:  (**check one**)  all of the Shareholder's outstanding Shares; or  a portion of the Shareholder’s outstanding Shares having a Net Asset Value at the time of redemption of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  on the next available redemption date ("**Redemption Date**") following receipt of this letter20. In the event that, after giving effect to such redemption, the Net Asset Value (as defined in the Prospectus) of the Shareholder's unredeemed Shares would be less than the initial minimum subscription, please:  (**check one**)  disregard this Request for Redemption; or  redeem all of the Shareholder's outstanding Shares on such Redemption Date.  [*remainder of page intentionally left blank*]  20 Except as otherwise provided in the Prospectus and/or the Supplement, this Request for Redemption: (i) must be received at least 90 days prior to a Redemption Date; and (ii) is irrevocable by the Shareholder. | | |
|  | | **SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND** RFR-1 |

# Note: Redemption proceeds shall be paid to the same account from which the Shareholder's investment in the Fund was originally remitted, unless the Fund agrees otherwise.

Class: Dragon Dynamic Catalytic Bridge SAC Shares

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| **For Individuals:** | **For Entities:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Investor (print or type) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Investor (print or type) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Joint Investor (print or type) (if  applicable) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Joint Signature, if applicable) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name and Initials of IRA custodian, if  applicable) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) | Signature(s) Guaranteed By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature(s) Guaranteed By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mailing Address of Investor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tax Residency (country)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tax ID  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date of Birth (if individual) | Mailing Address of Investor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tax Residency (country)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tax ID  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date of Entity Formation |

**SUBSCRIPTION DOCUMENTS: DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND**

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