Dragon dynamic funds platform ltd.

**Dragon Dynamic Catalytic Bridge SAC Fund**

SUBSCRIPTION DOCUMENTS

(For Non-U.S. Persons)

August 2021

Dragon Dynamic Funds Platform Ltd.

Dragon Dynamic Catalytic Bridge SAC Fund

Subscription Instructions

Prospective Investors should read the Prospectus dated August 2021 (as may be amended) for Dragon Dynamic Funds Platform Limited (the “Company”), the Company’s Supplement dated August 2021 (as may be amended) with respect to the Dragon Dynamic Catalytic Bridge SAC Fund segregated account (the “Fund”) and the investor shares of the Company linked thereto (the “Investor Shares”)(collectively the “Prospectus”) and this subscription information prior to subscribing for the Investor Shares of the Company. Prospective Investors should further note that all assets and liabilities attributable to the Investor Shares will be held in the Fund Account and will be attributable to the Investor Shares.

The Company has been registered as a segregated accounts company pursuant to the Segregated Accounts Companies Act 2000 of Bermuda, as amended (the “SACA”). The Fund is a segregated account of the Company.

Subscription for Shares may be made only by means of the completion, delivery and acceptance of the subscription documents in this package (the “Subscription Documents”) and related due diligence material.

The amount of due diligence documentation required will depend on the nature of the subscriber to the Company (the “Subscriber”) and the degree to which the Subscriber is already subject to anti-money laundering legislation whether by domicile or by way of the domicile of the remitting bank. No transactions will be permitted on the account until all necessary anti-money laundering documentation has been supplied.

Capitalized terms used but not otherwise defined herein have the meaning given to such term in the Prospectus of the Company (as amended, the “Prospectus”).

Subscribers can be classified into different categories and the amount of documentation required varies accordingly as follows[[1]](#footnote-1):

**Individuals Making Subscriptions**

* Subscriber Information Form: Complete all requested information;
* Subscription Agreement: Date and sign the signature page;
* IRS Form W-8:
* If you are not a U.S. person for U.S. federal income tax purposes,[[2]](#footnote-2) complete and sign applicable IRS Form W-8 to certify your Non-U.S. status (Appendix E);
* Subscribers who are “grantor trusts” with multiple grantors must provide an IRS Form W-8 for each grantor;
* For further information on the IRS Form W-8, please go to [www.irs.gov](http://www.irs.gov);
* Common Reporting Standard Self-Certification: Complete and sign the applicable Common Reporting Standard self-certification (Appendix C);
* Complete and sign the source of funds and source of wealth declaration form (Appendix F). If requested by the Fund Administrator, supporting documents to proof the source of funds declaration should be provided.
* Documentation requested by category of investor – see Appendix G

**Entities Making Subscriptions**

* Subscriber Information Form: Complete all requested information;
* Subscription Agreement: Date and sign the signature page;
* IRS Form W-8:
* If you are not a U.S. person for U.S. federal income tax purposes, complete and sign applicable IRS Form W-8 to certify your Non-U.S. status (Appendix E);
* For further information on the IRS Form W-8, please go to [www.irs.gov](http://www.irs.gov);
* Common Reporting Standard Self-Certification: Complete and sign the applicable Common Reporting Standard self-certification (Appendix C);
* Documentation requested by category of investor – see Appendix G

Following acceptance of the Subscriber’s subscription by The Board of Directors of the Company, the Subscriber will be required to pay the amount subscribed for as instructed by the Board pursuant to the Prospectus.

**Delivery Instructions*.*** Subscription Documents and related due diligence material should be delivered electronically to Centaur Fund Services US, Inc. at the following address:

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

All Subscription Documents and related due diligence material may be returned to the Subscriber if this subscription is not accepted.

**Subscription Payments*.*** Payments for the amounts subscribed must be made by wire transfer to the following wire details:

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]

The Administrator will confirm to the Subscriber the amount received and the subscription date on which the subscription will be processed. Unless otherwise agreed by the Fund, subscriptions are payable by wire transfer at least one business day prior to the proposed subscription date.

**Acceptance of Subscriptions.** The acceptance of subscriptions is within the absolute discretion of the Board, which may require additional information prior to making a determination. The Administrator will seek to notify the Subscriber of the Board’s acceptance or rejection of the subscription prior to the date of subscription. The Company, Board and the Administrator (in the performance of its delegated duties) shall be held harmless by the Subscriber against any loss arising as a result of a failure to process the application if any information requested has not been provided by the Subscriber.

Upon the allocation of Investor Shares in the Company (an “Interest”) to the Subscriber, the Administrator will issue a contract note to the Subscriber as evidence of the Subscriber’s investment.

**Additional Information*.*** For additional information concerning subscriptions, prospective investors should contact Investor Services (telephone: +1 201-335-1279, E-mail: investorservicesUS@centaurfs.com) at the office of the Administrator.

**Dragon Dynamic Catalytic Bridge SAC Fund**

Privacy Policy

* The Fund takes precautions to maintain the privacy of personal information concerning the Fund’s current and prospective individual Subscribers. These precautions include the adoption of certain procedures designed to maintain and secure such Subscribers’ nonpublic personal information from inappropriate disclosure to third parties. Regulations require the Fund to inform Subscribers of this privacy policy.
* The Fund collects nonpublic personal information about its Subscribers from the following sources:

Information the Fund receives from a Subscriber in these Subscription Documents or other related documents or forms;

Information about a Subscriber’s transactions with the Fund, its affiliates, or others; and

Information the Fund may receive from a consumer reporting agency.

Save as set forth below, the Fund does not disclose any nonpublic personal information about its prospective, existing or former Subscribers to anyone, except as required by law and regulation.

* The Fund restricts access to nonpublic personal information about its Subscribers to those employees and agents of the Fund who need to know that information in order to provide services to its Subscribers. The Fund may also disclose such information to its affiliates and to service providers and financial institutions that provide services to the Fund. The Fund will require such third-party service providers and financial institutions to protect the confidentiality of the Subscribers’ nonpublic personal information and to use the information only for purposes for which it is disclosed to them. The Fund maintains physical, electronic, and procedural safeguards to protect the Subscribers’ nonpublic personal information and which the Fund believes are adequate to prevent unauthorized disclosure of such information.
* If you have any questions concerning this privacy policy, please contact the Fund Manager

Amendments

* Should any changes be made to the Privacy Notice, for example because the Fund processes data for a new purpose, a new Privacy Notice specifically devoted to the change, will be delivered.

Dragon Dynamic Funds Platform Ltd.

DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND

Subscriber Information Form

this Subscriber information form is divided into three parts. all Subscribers are required to complete part i. Subscribers who are natural persons, or grantor trusts must complete part ii. all other Subscribers must complete part iii.

Subscribers subscribing as a custodian or an agent on behalf of a beneficial owner should complete the questions below with reference to the beneficial owner of the Interest.

|  |
| --- |
| SUBSCRIBER INFORMATION |
|  |
| TO BE COMPLETED BY ALL SUBSCRIBERS |
|  |

### Identity of Subscriber

|  |  |  |
| --- | --- | --- |
| Name(s): |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Former Name(s) or Alias: |  |
|  |  |
| Date of Birth (dd/mm/yyyy): |  |
|  |  |
| Place of Birth:  |  |
|  |  |
| Gender: |  |
|  |  |
| Occupation: |  |
|  |  |
| Full Name of Employer: |  |
|  |  |
| Politically Exposed Person (PEP Status)  | \_\_\_\_ YES or \_\_\_ NOIf Yes, provide the following information:Government: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_If immediate family / associate, provide name and nature of relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Country of Incorporation/ |  |
| Organization |  |
|  |
| Please check *all* the boxes that describe the beneficial owner(s) for whose account an Interest is being acquired. |
|  |
| [ ]  | Individual | [ ]  | Broker-dealer |
| [ ]  | Joint (spouses) | [ ]  | Insurance company |
| [ ]  | Joint (other) | [ ]  | Registered investment company |
| [ ]  | Personal trust (taxable to grantor) | [ ]  | Tax-exempt endowment |
| [ ]  | Personal trust (other) | [ ]  | Other tax-exempt organization |
| [ ]  | Charitable trust | [ ]  | Employee benefit plan (self-directed) |
| [ ]  | Private tax-exempt foundation | [ ]  | Employee benefit plan (trustee directed) |
| [ ]  | Other private fund | [ ]  | Fund of Funds |
| [ ]  | Family Company or LLC | [ ]  | Banking or thrift institution |
| [ ]  | Business entity (other) | [ ]  | Sovereign wealth fund or foreign office institution |
| [ ]  | Other |  |  |

If “Other” or “Business entity (other)” was checked, please describe the entity or beneficial owner:

### Contact Information

|  |  |
| --- | --- |
| Primary Contact for Notices and Communications |  |
|  |  |  |
| Name: |  |  |
|  |  |  |
| Residential Address: |  |  |
|  |  |  |
| Mailing Address (if different) |  |  |
|  |  |  |
| Telephone: |  |  |
|  |  |  |
| Fax: |  |  |
|  |  |  |
| E-mail:  |  |  |

|  |  |
| --- | --- |
| Secondary Contact for Notices and Communications (optional) |  |
|  |  |  |
| Name: |  |  |
|  |  |  |
| Mailing Address: |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Telephone: |  |  |
|  |  |  |
| Fax: |  |  |
|  |  |  |
| E-mail:  |  |  |
| **Signatory rights****Please set forth below the names of persons authorized by the Subscriber to give and receive instructions between the Company (or the Administrator) and the Subscriber together with their respective signatures. Such persons are the only persons so authorized until further written notice to the Administrator signed by one or more of such persons. Confirm if one individual can sign or two to sign jointly** |
|  |  |  |
| Name | Signature | Sole / Joint with |
|  |  |  |
|   |  |  |
|  |  |  |
|   |  |  |
|  |  |  |
|   |  |  |
|  |  |  |
|   |  |  |

### Remitting Bank or Financial Institution

|  |
| --- |
| Please identify the bank or other financial institution (the “Wiring Institution”) from which Subscriptions will be wired. Note that any distributions paid to the Subscriber will be paid to the same account from which its Subscriptions were originally remitted, unless the Company agrees otherwise. Payments should be received from a bank regulated in a reputable jurisdiction. And that a SWIFT or MT103 should be provided to the administrator once the funds have been wired. |
| Name of Wiring Institution: |  |
|  |  |
| Address[[3]](#footnote-3): |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| ABA, Chips or SWIFT Number: |  |
|  |  |
| Account Name: |  |
|  |  |
| Account Number: |  |
|  |  |
| For Benefit of: |  |
|  |  |
| Account Representative: |  |
|  |  |
| Telephone: |  |

### Electronic Delivery of Reports and Other Communications

The Company will make reports and other communications available in electronic form, such as e-mail or by posting on a web site (with notification of the posting by e-mail). If you are unable to accept this policy please contact the Administrator to arrange for alternative means of communication. Alternative methods of communication may be subject to a fee at the discretion of the Company.

### Information Regarding Actual Ownership of the Interest

Is the Subscriber subscribing for the account or benefit, directly or indirectly, of any U.S. Person (as defined in Appendix A hereto)?

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | [ ]  | Yes | [ ]  | No |
| If Yes, please provide details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |
| --- |
| ADDITIONAL QUESTIONS FOR NATURAL PERSONS OR GRANTOR TRUSTS |
|  |

### Please indicate desired type of ownership interest

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| [ ]  | Individual | [ ]  | Joint | [ ]  | Grantor Trust |

### Country of Residence

Indicate the country where the Subscriber has his or her principal residence:

### Tax Information

#### Is the Subscriber or trust grantor a United States citizen or otherwise a tax resident of the United States?

 [ ]  Yes [ ]  No

 U.S. Tax Identification Number (i.e., SSN, EIN and/or ITIN, as applicable):

### Joint Subscriptions

If you are subscribing with another person, please answer the following questions:

#### Please indicate type of ownership interest:

|  |  |
| --- | --- |
| [ ]  | Joint Tenants (rights of survivorship) |
| [ ]  | Tenants in common (no rights of survivorship) |
|  |  |

#### (b) Is the other person a United States citizen or “green card” holder, or otherwise tax resident of the United States?

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | [ ]  | Yes | [ ]  | No |
|  |

(c)If the answer to the above question is “Yes,” please provide such other person’s U.S. tax identification number (i.e., SSN, EIN and/or ITIN, as applicable):

Note: Subscribers who are subscribing jointly must provide an IRS Form W-8 for each of the Subscribers.

* + 1. **Grantor Trust Investors**

|  |  |  |
| --- | --- | --- |
|  |  | Please indicate whether the Subscriber, for U.S. federal income tax purposes, files now or has ever filed a tax or information return as a Company (including a limited liability company treated as such), as a “grantor” trust or (if the Subscriber is a U.S. corporation) as an “S corporation” under Sections 1361-1379 of the Code. |
|  |
|  |  | [ ]  | Yes | [ ]  | No |
|  |
|  |  | If the answer to the immediately preceding question is “Yes,” will the investment in the Company represent more than 50% of the assets of the Subscriber? |
|  |
|  |  | [ ]  | Yes | [ ]  | No |
|  |
|  |  | Is a principal purpose of the investment to permit the Company to satisfy the 100-partner limitation in U.S. Treasury Regulations Section 1.7704-1(h)(1)(ii)? |
|  |
|  |  | [ ]  | Yes | [ ]  | No |

If the answer to both questions is “Yes,” please contact the Administrator for additional tax information that is required.

Note: Subscribers who are “grantor trusts” with multiple grantors must provide an IRS Form W-8 for each grantor.

|  |
| --- |
| ADDITIONAL QUESTIONS FOR ENTITIES AND NON-GRANTOR TRUSTS |
|  |

### Organizational Data

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | (a) | Legal form of entity: |  |  |
|  |
|  | (b) | Jurisdiction of organization: |  |  |
|  |
|  | (c) | Year of organization: |  |  |
|  |
|  | (d) | Briefly identify the Subscriber’s primary business: |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

### Regulated Institutions

|  |  |  |
| --- | --- | --- |
|  |  | Is the Subscriber a regulated institution that is subject to legal or regulatory restrictions or limitations on the nature of its investments (such as a bank or an insurance company)? |
|  |
|  | [ ]  | Yes | [ ]  | No |
|  |
|  |  | If the answer is “Yes,” has the Subscriber verified that the proposed subscription is in compliance with applicable laws and regulations? |
|  |
|  |  |  |  |  | [ ]  | Yes | [ ]  | No |

### Bank Investors

#### Is the Subscriber an insured depository institution, as defined in the U.S. Federal Deposit Insurance Act, as amended, or a company that controls directly or indirectly an insured depository institution?

 [ ]  Yes [ ]  No

#### Is the Subscriber treated as a bank holding company for the purposes of Section 8 of the U.S. International Banking Act of 1978, as amended?

 [ ]  Yes [ ]  No

#### Is the Subscriber a direct or indirect subsidiary or affiliate of an entity described in (a) or (b) above?

 [ ]  Yes [ ]  No

### FOIA or Similar Law

Is the Subscriber subject to the U.S. Freedom of Information Act (5 U.S.C. Section 552), as amended, or any similar open public records laws of any state, municipality or non-U.S. government that could result in the disclosure of confidential information relating to the Board, the Company or any of its investments?

 [ ]  Yes [ ]  No

If the answer is “Yes,” please provide a citation to the relevant law.

### Tax Information

|  |  |  |
| --- | --- | --- |
|  |  | Indicate the annual date on which the Subscriber’s taxable year ends for purposes of U.S. federal income tax reporting or information filing purposes:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Please indicate whether the Subscriber, for U.S. federal income tax purposes, files now or has ever filed a tax or information return as a Company (including a limited liability company treated as such), as a “grantor” trust or (if the Subscriber is a U.S. corporation) as an “S corporation” under Sections 1361-1379 of the Code. |
|  |
|  |  | [ ]  | Yes | [ ]  | No |
|  |
|  |  | If the answer to the immediately preceding question is “Yes,” will the investment in the Company represent more than 50% of the assets of the Subscriber? |
|  |
|  |  | [ ]  | Yes | [ ]  | No |
|  |
|  |  | Is a principal purpose of the investment to permit the Company to satisfy the 100-partner limitation in U.S. Treasury Regulations Section 1.7704-1(h)(1)(ii)? |
|  |
|  |  | [ ]  | Yes | [ ]  | No |

If the answer to both questions is “Yes,” please contact the Administrator for additional tax information that is required.

|  |  |  |
| --- | --- | --- |
|  |  | 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 |

**Dragon Dynamic Funds Platform Ltd.**

**DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND**

**Subscription Agreement**

Dragon Dynamic Funds Platform Ltd.

Dragon Dynamic Catalytic Bridge SAC Fund

c/o

Centaur Fund Services US, Inc

16-00 Route 208 South

3rd Floor

Fair Lawn, New Jersey 07506

Ladies and Gentlemen:

### Documents Received

#### The undersigned (the “Subscriber”) hereby (i) agrees to purchase, in accordance with the terms and conditions of the Prospectus dated August 2021 (as may be amended) for Dragon Dynamic Funds Platform Limited (the “**Company**”), the Company’s Supplement dated August 2021 (as may be amended) with respect to the Dragon Dynamic Catalytic Bridge SAC Fund segregated account (the “**Fund**”) (collectively the “**Prospectus**”) Investor Shares (an *“*Interest*”*)*,* with a Subscription in the amount set forth on the signature page hereof, and agrees to be bound by the terms of the Prospectus of the Company with respect to the Fund (the *“*Prospectus*”)* in the form previously provided to the Subscriber, and (ii) acknowledges having been given the opportunity to (A) ask questions of, and receive answers from, the Board of Directors of the Company (the *“*Board*”)* or one of its affiliates concerning the terms and conditions of the offering and other matters pertaining to an investment in the Company and (B) obtain any additional information which the Board can acquire without unreasonable effort or expense that is necessary to evaluate the merits and risks of an investment in the Company.

#### Capitalized terms used but not otherwise defined herein have the meaning given to such term in the Appendixes hereto and in the Prospectus, each of which should be read by the Subscriber prior to entering into this Subscription Agreement.

### SUBSCRIPTION

#### The Subscriber hereby irrevocably subscribes for Investor Shares in the Company (the “**Interest**”), subject to the Prospectus, and agrees to contribute in cash to the capital of the Fund.

#### The Subscriber acknowledges and agrees that this subscription is not binding on the Company until accepted by the Board, and may be rejected, in whole or in part, by the Board in its absolute discretion. The Subscriber further acknowledges that the Company, the Board andCentaur Fund Services US, Inc, the administrator of the Fund (the “**Administrator**”), in the performance of their respective delegated duties on behalf of the Company and the Fund, shall be held harmless by the Subscriber against any loss arising as a result of a failure to process this subscription if any requested information has not been provided by the Subscriber or is not correct and accurate.

### Representations, Warranties and Covenants – all Subscribers

To induce the Board to accept this subscription, the Subscriber hereby makes the following representations, warranties and covenants to the Board:

1. The Subscriber has been furnished, prior to the date hereof, with a copy of the Prospectus and has read and understood the information contained therein. The Investor has such knowledge, experience and expertise in financial, business and investment matters that it is capable of evaluating the merits and risks of investing in the Company. The Investor is aware of the risks inherent in investing in the Investor Shares and the method by which the assets of the Fund are held, invested and/or traded. The Investor can bear the economic risk of the entire loss of its investment.
2. The Interest is not being acquired for the account or benefit and will not at any time be held, directly or indirectly, for the account or benefit of any “U.S. Person” (as defined in Appendix A hereto).
3. The information set forth in the subscriber information form attached hereto, which shall be considered an integral part of this Subscription Agreement (the “**Subscriber Information Form**”), is accurate and complete as of the date hereof, and the Subscriber will promptly notify the Company of any change in such information. The Subscriber consents to the disclosure of any such information, and any other information furnished to the Company (or the Administrator on its behalf), to any governmental authority, self-regulatory organization or, to the extent required by law or deemed (subject to applicable law) by the Company to be in the best interest of the Company, to any other person.
4. The Subscriber hereby agrees to notify the Board immediately if any representation, warranty or tax certification contained in this Subscription Agreement, or any information provided pursuant to the Subscriber Information Form or otherwise (including, without limitation, information in any Form W-8 or CRS Form) becomes untrue, misleading or otherwise requires updating at any time. For so long as the Subscriber owns Investors Shares in the Company (a “**Shareholder**”), the Subscriber further agrees to provide any revised or updated information necessary to cause the Subscriber Information Form to remain true and correct as soon as practicable upon the Subscriber becoming aware that any such change or revision is necessary. The information and representations provided under this section shall form a part of this document and shall be subject to, among other things, the indemnification provisions and the duty to update information contained in this Subscription Agreement.
5. Except as disclosed in the accompanying Subscriber Information Form, the Subscriber is acquiring the Interest for the Subscriber’s own account, does not have any contract, undertaking or arrangement with any person or entity to sell, transfer or grant a participation with respect to the Interest, and is not acquiring the Interest with a view to or for sale in connection with any distribution of such Interest.
6. The Investor hereby acknowledges that the issuance, ownership and transfer of and other rights and obligations pertaining to the Investor Shares subscribed hereby are and will be governed by the Memorandum of Association and Bye-Laws of the Company and the Prospectus, as from time to time amended, copies of which are on file at the registered office of the Company.
7. The Subscriber or an advisor or consultant relied upon by the Subscriber in reaching a decision to subscribe has such knowledge and experience in financial, tax and business matters as to enable the Subscriber or such advisor or consultant to evaluate the merits and risks of an investment in the Company and to make an informed investment decision with respect thereto and has made its own investment decision, including decisions regarding suitability based on its own judgment or upon the advice from such advisers as it deemed necessary and not upon the views or advice of the Company, the Board or their affiliates or representatives.
8. The Subscriber understands that the Interests have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state or non-U.S. law and that the Company is not registered under the U.S. Investment Company Act of 1940, as amended (the “**Investment Company Act**”). The Subscriber agrees to notify the Company prior to any proposed sale, transfer, distribution or other disposition of the Interest or any beneficial interest therein, and will not sell, transfer, distribute or otherwise dispose of the Interest (including, without limitation, by pledge, option, swap or nominee or similar relationship) without the consent of the Board, which may be granted or withheld in its sole discretion. The Subscriber understands that any such transfers without the consent of the Board are void *ab initio*. The Subscriber also understands that the Company has no intention to register the Company or the Interests with the Securities and Exchange Commission or any U.S. state or non-U.S. regulatory authority and is under no obligation to assist the Subscriber in obtaining or complying with any exemption from registration. The Board will require that a proposed transferee meet appropriate financial and other suitability standards and may require that the transferor furnish a legal opinion satisfactory to the Board and its counsel that the proposed transfer complies with any applicable U.S. or other securities laws.
9. The Subscriber confirms that it has not been invited as a member of the public in Bermuda to subscribe for an Interest.
10. In formulating a decision to invest in the Company, the Subscriber has not relied or acted on the basis of any representations or other information purported to be given on behalf of the Company, the Board or its affiliates except as set forth in the Prospectus (it being understood that no person has been authorized by the Board or its affiliates to furnish any such representations or other information).
11. The Subscriber recognizes that it may not withdraw from the Company other than in certain limited circumstances as provided in the Prospectus.
12. The Subscriber can afford a complete loss of its investment in the Company and can afford to hold its investment in the Company for an indefinite period of time.
13. If the Subscriber is a natural person, the Subscriber is qualified to become a Shareholder of the Company and has the legal capacity to execute, deliver and perform this Subscription Agreement and the Prospectus.
14. If the Subscriber is a corporation, Company, limited liability company, trust or other entity, it is authorized and qualified to become a Shareholder of, and authorized to make its SUBSCRIPTION to, the Company and otherwise to comply with its obligations under the Prospectus; the person signing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so; and this Subscription Agreement has been duly executed and delivered on behalf of the Subscriber and is the valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms. In addition, the Subscriber will, upon request of the Board or the Administrator, deliver any documents, including an opinion of counsel to the Subscriber, evidencing the existence of the Subscriber, the legality of an investment in the Interest and the authority of the person executing this Subscription Agreement on behalf of the Subscriber which may be requested by the Board.
15. Upon the request of the Board, the Subscriber shall provide such information and execute such documents as may be required in connection with any loan to the Company that is permissible under the Prospectus.
16. The Subscriber has carefully reviewed and understands the various risks of an investment in the Company, as well as the fees and expenses and conflicts of interest to which the Company is subject. The Subscriber hereby consents and agrees to the payment of the fees and expenses, and to such conflicts of interest.
17. The Subscriber believes that the compensation terms of the Prospectus represent an “arm’s-length” arrangement and the Subscriber is satisfied that it has received adequate disclosure from the Board to enable it to understand and evaluate the compensation and other terms of the Prospectus and the risks associated therewith.
18. The Subscriber agrees that, upon the request of the Administrator, it will provide all necessary information and documentation as the Administrator require to satisfy applicable anti-money laundering laws and regulations, including, without limitation, the proof of the subscribers identity, its source of wealth and source of funds.
19. The Subscriber represents and warrants that neither it, nor any direct or indirect holder of any beneficial interest in the Interest (each, a “**Beneficial Interest Holder**”) and, in the case of a Subscriber which is an entity, no Related Person is:
20. a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Asset Control (U.S. Government) from time to time;
21. A person or entity whose name appears on the United Nations, European Union Sanctions or the HM Treasury Sanctions Lists;
22. a Shell Bank; or
23. a person or entity resident in or whose Subscriptions are transferred from or through an account in a Non-Cooperative Jurisdiction.

The Subscriber agrees promptly to notify the Company or the person appointed to administer the Company’s anti-money laundering program, if applicable, of any change in information affecting this representation and covenant.

1. The Subscriber represents that (except as otherwise disclosed to the Company in writing):
2. none of it, any Beneficial Interest Holder or any Related Person (in the case of a Subscriber that is an entity) is a Senior Political Figure, any member of a Senior Political Figure’s Immediate Family or any Close Associate of a Senior Political Figure;
3. neither it, any Beneficial Interest Holder nor any Related Person (in the case of a Subscriber that is an entity) is resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns;[[4]](#footnote-4) and
4. its Subscriptions do not originate from, nor will they be routed through, an account maintained at a Shell Bank or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.
5. The Subscriber acknowledges and agree that subscription monies must be remitted from an account in the name of the Subscriber. The Subscriber acknowledges and agrees that any amounts paid to it will be paid to the same account from which its subscription was originally remitted, unless the Board agrees otherwise. Payments will not be made to or accepted from third party accounts.
6. If the Subscriber is purchasing the Interest as agent, representative, intermediary/nominee or in any similar capacity for any other person, or is otherwise requested to do so by the Board, it shall provide a copy of its anti-money laundering policies (“AML Policies”) to the Board. The Subscriber represents that it is in compliance with its AML Policies, its AML Policies have been approved by counsel or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation and has not received a deficiency letter, negative report or any similar determination regarding its AML Policies from independent accountants, internal auditors or some other person responsible for reviewing compliance with its AML Policies.
7. The Subscriber acknowledges and agrees that if any of the representations, warranties or covenants in sub-sections (t) through (v), above, ceases to be true or if the Fund no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Fund may, in accordance with applicable regulations, be obligated to freeze the Subscriber's Interests, either by prohibiting additional investments or segregating the assets constituting the Interests, or the Subscriber's Interests may immediately be involuntarily redeemed by the Fund, and the Fund or the Administrator may also be required to report such action and to disclose the Subscriber's identity to OFAC or any other appropriate authority or law enforcement agency. In the event that the Fund is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Fund, the Board, the Administrator and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions,
8. The Subscriber acknowledges and agrees that Interests in the Company will not be issued until such time as the Board and/or the Administrator has received and is satisfied with all the information and documentation requested to verify the Subscriber’s identity. Where at the sole discretion of the Company, Interests are issued prior to the Board and/or Administrator having received all the information and documentation required to verify the Subscriber’s identity, the Subscriber will be prohibited from transferring any Interests so issued, and the Company and the Administrator on its behalf reserves the right to refuse to make any withdrawal payment or distribution to the Subscriber, until such time as the Board and/or the Administrator, as applicable, has received and is satisfied with all the information and documentation requested to verify the Subscriber’s identity.
9. The Investor acknowledges that, any provision of this subscription application, the Memorandum of Association and Bye-Laws or the Prospectus to the contrary notwithstanding, pursuant to applicable laws or regulations relating to the combating of terrorism and/or money laundering, the Company may be required to release information regarding the Investor to law enforcement authorities and/or regulators.
10. The Investor understands that an investment in the Investor Shares may be viewed as speculative and may result in a complete loss of the Investor’s investment.
11. If the Investor is domiciled or has its registered office in any member state of the European Union or European Economic Area, the Investor confirms that both (1) its application to subscribe for Investor Shares of the Company, and (2) the provision to it of any marketing materials (including, without limitation, the Prospectus) in respect of the Company, was each made at the sole initiative of the Investor (and not, for the avoidance of doubt, as a result of anything said or done by the Company or any person acting on behalf of the Company).
12. If the Investor is domiciled or has its registered office in the United Kingdom, the Investor hereby represents and warrants that the Prospectus, Memorandum of Association, Bye-Laws, this subscription application, and any ancillary information relating thereto can be issued to the Investor without contravention of Section 21 or 238 (as applicable) of the UK Financial Services and Markets 2000, because the Investor is one or more of the following:

1. a person who is a “professional client” as defined in the Conduct of Business Sourcebook issued by the UK Financial Conduct Authority; or

2. a person falling within one of the categories of “investment professionals” as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Promotion Order”) and who has professional experience of investing in unregulated schemes (including a person who is an authorised person, an exempt person, a government, a local authority, an international organisation); or

3. a person falling within any of the categories of high net worth companies, unincorporated associations, etc., as described in Article 49 of the Promotion Order, including a body corporate which has called-up share capital or net assets of not less than £5 million, any unincorporated association or partnership which has net assets of not less than £5 million, and any high value trust, (which includes a trust where the aggregate value of the cash and investments which form part of the trust’s assets (before deducting the amount of its liabilities) is £10 million or more).

1. The Investor acknowledges that it has read, understands and agrees to the payment and calculation of Management Fees and Performance Fees as set out in the Prospectus with respect to such Investor Shares.
2. The Investor acknowledges that it will receive or have access to confidential proprietary information concerning the Company, the Fund and the Investment Manager including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets and the like (collectively, "Confidential Information"), which is proprietary in nature and non-public. The Investor agrees that it shall not disclose or cause to be disclosed any Confidential Information to any person or use any Confidential Information for its own purposes or its own account, (i) except in connection with its investment in the Fund which shall include disclosure to the Investor's directors, members, officers, employees, attorneys and auditors ("Representatives") who need to know the Confidential Information solely in connection with monitoring and/or evaluating the Investor's investment in the Fund, but only if such Representatives are advised of the confidential nature of such Confidential Information and (ii) except as otherwise required by any regulatory authority, law or regulation, or by legal process. For the avoidance of doubt, the Investor will be responsible for any breach of confidentiality by its Representatives. Prior to making any disclosure required by law, the Investor shall use its best efforts to notify the Company and the Investment Manager of such disclosure. The Investor agrees and confirms that it has not and shall not reproduce, duplicate or deliver the Prospectus, Bye-laws of the Company or this Subscription Agreement to any other person, except professional advisers to the Investor or as authorized by the Board of Directors of the Company or the Investment Manager. Notwithstanding anything to the contrary herein, the Investor (and each Representative of the Investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of: (i) the Company and the Fund; and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Investor relating to such tax treatment and tax structure.
3. The Subscriber irrevocably agrees that any suit, action or proceeding with respect to this application or the Fund or the Company and any or all transactions relating hereto and thereto may be brought in the courts of Bermuda. The Investor hereby irrevocably submits to the jurisdiction of such courts with respect to any such suit, action or proceeding and agrees and consents that service of process as provided by Bermuda law may be made upon the Subscriber in any such suit, action or proceeding brought in any of said courts, and may not claim that any such suit, action or proceeding has been brought in an inconvenient forum. The Subscriber hereby further irrevocably consents to the service of process out of any of the aforesaid courts, in any such suit, action or proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to the Subscriber at the address of the Subscriber then appearing in the records of the Company. Nothing contained herein shall affect the right of the Company to commence any action, suit or proceeding or otherwise to proceed against the Subscriber in any other jurisdiction or to serve process upon the Subscriber in any manner permitted by any applicable law in any relevant jurisdiction.
4. (1) The Subscriber acknowledges and agrees that, although the Company, the Investment Manager and the Administrator will use their reasonable efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, any of the Company, the Investment Manager and the Administrator may present this Subscription Agreement and the information provided in answers to it to such parties (e.g., affiliates, attorneys, auditors, administrators, brokers, regulators and counterparties) as it deems necessary or advisable to facilitate the acceptance of the Subscriber's subscription for Shares and management of, or investments made or contemplated by, the Company including, but not limited to, in connection with anti-money laundering and similar laws, if called upon to establish the availability under any applicable law of an exemption from registration of the Shares, the compliance with applicable law and any relevant exemptions thereto by the Company, the Investment Manager, the Administrator or any of their respective affiliates, or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Company, the Investment Manager, the Administrator or their respective affiliates are a party or by which they are or may be bound or if the information is required to facilitate the Company's investment program. The Company may also release information about the Subscriber if directed to do so by the Subscriber, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation, or if the Company and/or the Investment Manager, in its sole discretion, deems it necessary or advisable to reduce, eliminate or obtain refunds or reclaims of withholding or other taxes on the Company, its shareholders or the Investment Manager.

(2) In accordance with the preceding paragraph, the Subscriber hereby consents to the transmission by the Administrator of personal data provided by the Subscriber to countries which are outside of the European Economic Area or the United Kingdom and which may not have data protection legislation in place which is equivalent to that in place within the European Economic Area or the United Kingdom

1. The Subscriber understands that Conyers Dill & Pearman Limited (“Conyers”) acts as Bermuda counsel to the Company, the Board, the Investment Manager, the Administrator, the Custodian and their affiliates. The Subscriber also understands that, in connection with this offering of Interest and ongoing advice to the Company, the Board, the Investment Manager and their affiliates, Conyers will not be representing investors in the Company, including the Subscriber, and no independent counsel has been retained to represent investors in the Company. In addition, Conyers does not undertake to monitor the compliance of the Board and its affiliates with the investment program, valuation procedures and other guidelines, nor does Conyers monitor compliance with applicable law.
2. The Subscriber acknowledges and agrees that a number of obligations may be imposed on the Company (or any of its affiliates) under (i) legislation known as the U.S. Foreign Account Tax Compliance Act (FATCA), Sections 1471 through 1474 of the Code and the U.S. Treasury regulations thereunder (whether proposed, temporary or final), (ii) the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development, (iii) any similar automatic exchange of financial, account or tax information agreements or arrangements, and, (iv) in each case, including any successor provisions, subsequent amendments, and administrative guidance promulgated thereunder (or which may be promulgated in the future), any applicable intergovernmental agreement, and related statutes, regulations or rules, and other guidance thereunder, any governmental authority pursuant to the foregoing authorities, and any agreement entered into by or with respect to the Company or any of its affiliates (collectively, Automatic exchange of Information (“**AEOI**”)). In this regard:
3. The Subscriber acknowledges that in order to comply with AEOI and/or to avoid the imposition of U.S. federal withholding tax, the Company, the Board, and the Company’s and the Board’s agents and their affiliates, including, but not limited to, Dragon Dynamic Advisors S.A. (the “Investment Manager”), and their directors or officers, may, from time to time, (A) require further information and/or documentation from the Subscriber, which information and/or documentation may (1) include, but will not be limited to, information and/or documentation relating to or concerning the Subscriber, the Subscriber’s direct and indirect beneficial owners and/or controlling persons (if any), any such person’s identity, residence (or jurisdiction of formation or tax residence) and income tax status, and (2) need to be certified by the Subscriber and, where applicable, under penalties of perjury, and (B) provide or disclose any such information and documentation to the IRS or other governmental authorities or agencies, or to any applicable jurisdiction under AEOI, and to certain withholding agents.
4. The Subscriber agrees that it shall provide and/or update such information and/or documentation concerning itself and its direct and indirect beneficial owners and/or controlling persons (if any), as and when requested by the Company, the Board or any of the Company’s or the Board’s agents, as any such person, in its sole discretion, determines is necessary or advisable for the Company (or any of its affiliates) to comply with its obligations under AEOI.
5. The Subscriber agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent compliance with AEOI by the Company or any affiliate thereof, including, but not limited to, the Subscriber’s provision of any requested information and/or documentation.
6. The Subscriber acknowledges that if the Subscriber provides information or documentation that is in any way misleading, or does not timely provide or update the requested information and/or documentation or waiver (each, an “**AEOI Compliance Failure**”), as applicable, the Company may, at its sole discretion and in addition to all other remedies available at law or in equity, immediately or at such other time or times redeem or withdraw all or a portion of the Subscriber’s Interest or investment, prohibit in whole or part the Subscriber from participating in additional investments of the Company and/or deduct from the Subscriber’s account and retain amounts sufficient to indemnify and hold harmless the Company, the Board and any of the Company’s agents, or any other subscriber/investor, or any partner, member, shareholder, director, manager, officer, employee, delegate, agent, affiliate, executor, heir, assign, successor or other legal representative of any of the foregoing persons, from any and all withholding taxes, penalties, costs, expenses and other losses or liabilities suffered by any such person or persons (other than any opportunity costs or funding costs) on account of a AEOI Compliance Failure; provided that the foregoing indemnity shall be in addition to and supplement any other indemnity provided under this Subscription Agreement.
7. To the extent that the Company, the Board and any of the Company’s agents, or any other subscriber/investor, or any partner, member, shareholder, director, manager, officer, employee, delegate, agent, affiliate, executor, heir, assign, successor or other legal representative of any of the foregoing persons suffers any withholding taxes, Late Payment Amounts, penalties and/or other expenses and costs on account of the Subscriber’s AEOI Compliance Failure, (A) the Subscriber shall promptly pay upon demand by or on behalf of the Company to the Company or, at the Company’s direction, to any of the foregoing persons, an amount equal to such withholding taxes, Late Payment Amounts, penalties and other expenses and costs, or (B) the Company may reduce the amount of the next distribution or distributions which would otherwise have been made to the Subscriber or, if such distributions are not sufficient for that purpose, reduce the proceeds of liquidation otherwise payable to the Subscriber by an amount equal to such withholding taxes, Late Payment Amounts, penalties and other expenses and costs.
8. The Subscriber acknowledges that the Board, in consultation with its agents, will determine in its sole discretion, whether and how to comply with AEOI, and any such determinations shall include, but not be limited to, an assessment of the possible burden to subscribers/investors, the Company and the Board of timely collecting information and/or documentation.
9. The Subscriber acknowledges and agrees that it shall have no claim against the Company, the Board and any of the Company’s agents, or any other subscriber/investor, or any partner, member, shareholder, director, manager, officer, employee, delegate, agent, affiliate, executor, heir, assign, successor or other legal representative of any of the foregoing persons, for any damages or liabilities attributable to any AEOI compliance related determinations pursuant to paragraph (6) above.
10. In connection with the foregoing, Subscriber hereby indemnifies the Company, the Investment Manager and each of their respective agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents (each an " **Indemnified Party**") and holds them harmless from and against any liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which an Indemnified Party may suffer or incur as a result of any misleading or inaccurate information or documentation provided to the Company or any action or inaction of Subscriber. This indemnification shall survive Subscriber's death, disposition or disposition of its interest in the Company.
11. The Subscriber agrees that it shall not, under any circumstances, file a winding up petition on the just and equitable ground against the Company in the Bermuda Islands in connection with its investment in the Company or make any other equivalent application before the courts of any other jurisdiction.
12. The subscriber confirms that should there be any change to the beneficial ownership information provided, the investor will inform the Fund Administrator as soon as possible.
13. In case the investor has a nominee arrangement or is investing on behalf of underlying clients, an AML/CFR and sanctions screening comfort letter will be provided to the Fund Administrator.

### Indemnification

1. The Subscriber understands the meaning and legal consequences of the representations, warranties, agreements, covenants and confirmations set out above and agrees that the subscription made hereby, if accepted by the Board, will be accepted in reliance thereon. The Subscriber agrees to indemnify and hold harmless the Company, the Board, the Investment Manager, the Administrator and their respective affiliates, and the partners, members, managers, stockholders, other beneficial owners, officers, directors and employees of any of the foregoing (the “Indemnified Persons”) from and against any and all loss, damage, liability or expense (other than opportunity costs and funding costs), including reasonable costs and attorneys’ fees and disbursements, which an Indemnified Person may incur by reason of, or in connection with, any representation or warranty made herein (or in the accompanying Subscriber Information Form) not having been true, correct and complete when made, any misrepresentation made by the Subscriber or any failure by the Subscriber to fulfill any of the covenants or agreements set forth herein, in the Subscriber Information Form or in any other document provided by the Subscriber to the Company.
2. For the purposes of section 4 of The Contracts (Rights of Third Parties) Act, 2016 of the Bermuda (as amended from time to time), the releases and indemnities in this Section 4(b) (and any other release, indemnity or acknowledgement in this Subscription Agreement or in the Partnership Agreement in favor of a person who is not a party hereto) are intended to create a benefit in favor of, and be enforceable by, each Indemnified Person in whose favor they are expressed to be given (whether existing now or in the future) in its own right as if it was a party to this Subscription Agreement. Except as expressly provided in the immediately preceding sentence, a person who is not a party to this Subscription Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act, 2016 (as amended) to enforce any term of this Subscription Agreement. Notwithstanding any other provision of this Subscription Agreement, including the foregoing, the consent of or notice to any person who is not a party to this Subscription Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Subscription Agreement at any time.

### Power of Attorney

Subject only to the acceptance of this Subscription Agreement by the Board, the Subscriber hereby (a) joins in and agrees to be bound by the Prospectus as a Shareholder; and (b) irrevocably constitutes and appoints the Board, with full power of substitution, the true and lawful attorney-in-fact and agent of the Subscriber on the terms set forth in Section 11.2 of the Prospectus; and (c) irrevocably constitutes and appoints the Board, with full power of substitution, the true and lawful attorney-in-fact and agent of the Subscriber, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee’s name, place and stead, the Prospectus and other certificates and instruments as described in the Prospectus. The power of attorney is given to secure performance by the Subscriber of its obligations under this Subscription Agreement and the Prospectus and shall be irrevocable to the fullest extent permitted by law.

### Miscellaneous

1. The Subscriber agrees that neither this Subscription Agreement, nor any of the Subscriber’s rights or interest herein or hereunder, is transferable or assignable by the Subscriber, and further agrees that the transfer or assignment of any Interest acquired pursuant hereto shall be made only in accordance with the provisions hereof, the Prospectus and all applicable laws.
2. The Subscriber agrees that, except as permitted by applicable law, and as may be permitted by the Board, it may not cancel, terminate or revoke this Subscription Agreement or any agreement of the Subscriber made hereunder, and that this Subscription Agreement shall survive the death or legal disability of the Subscriber and shall be binding upon the Subscriber’s heirs, executors, administrators, successors and assigns.
3. All of the representations, warranties, covenants, agreements, indemnities and confirmations set out above and in the Subscriber Information Form shall survive the acceptance of the subscription made herein and the issuance of any Interest.
4. This Subscription Agreement together with the Subscriber Information Form constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties.
5. The Subscriber hereby agrees that any representation made hereunder will be deemed to be reaffirmed by the Subscriber at any time it makes an additional investment in the Company and the act of making such additional subscription will be evidence of such reaffirmation.
6. Within ten days after receipt of a written request therefor from the Board, the Subscriber agrees to provide such information and to execute and deliver such documents as the Board may deem reasonably necessary to comply with any and all laws and ordinances to which the Company is or may be subject.
7. If the Subscriber is subscribing for Interests as a record owner in its capacity as agent, representative or nominee on behalf of one or more beneficial owners, it agrees that the representations, warranties and covenants made in this Subscription Agreement are made by it on behalf of itself and the beneficial owner(s).
8. The Subscriber agrees to provide the Company, the Board, the Investment Manager and/or the Administrator in a timely manner any additional tax information or documentation that the Company, the Board, the Investment Manager or the Administrator believes is required or will enable it or any affiliate of the foregoing to comply with or mitigate any of their respective tax reporting, tax withholding, and/or tax compliance obligations, or which may arise as a result of a change in law or in the interpretation thereof.
9. The Subscriber agrees that the tax certifications, representations, warranties or covenants required to be provided and agreements required to be entered into hereunder shall survive the acceptance and closing of this subscription and the dissolution of the Company, without limitation as to time. Without limiting the foregoing, the Subscriber agrees (i) to give the Company prompt written notice in the event that any tax statement, certification, representation, warranty or other information provided by the Subscriber herein or in any document required to be provided under this Subscription Agreement (including, without limitation, any IRS Form(s) W-8 ceases to be true or otherwise becomes incorrect or incomplete at any time following the date hereof, and (ii) from time to time to provide an updated tax statement, certification, representation, warranty or other information, as applicable.

### Notices

Any notice required or permitted to be given to the Subscriber in relation to the Company shall be sent to the address specified in Part I of the Subscriber Information Form or to such other address as the Subscriber designates by written notice received by the Company.

### Governing Law

This Subscription Agreement shall be governed by, and construed in accordance with, the laws of the Bermuda Islands applicable to contracts made and entirely to be performed therein.

SIGNATURE PAGE

(Complete and sign)

By signing below, the Subscriber (1) confirms that the information contained in the Subscriber Information Form is accurate and complete, (2) agrees to the terms of the Subscription Agreement and the Prospectus, including its obligation to make Subscriptions in an amount equal to its Unfunded Commitments to cover its proportionate share of Company Expenses, as set forth in the Prospectus, and (3) requests that the records of the Company reflect the Subscriber’s admission as a Shareholder.

Executed as a Deed:

Dated: \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ **Amount of SUBSCRIPTION**

 **USD $**

Name of Subscriber

Witness Signature

Name and title or representative capacity, if applicable

The Subscriber’s subscription is accepted, subject to the provisions of the Subscription Agreement and the Prospectus.

DRAGON DYNAMIC FUNDS PLATFORM LTD. FOR AND ON BEHALF OF ITSELF AND ITS DRAGON DYNAMIC CATALYTIC BRIDGE SAC FUND, SEGREGATED ACCOUNT

By:

Name: Gary Carr

Title: Director

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

APPENDIX A

**Definition of “U.S. Person”**

The term “U.S. Person” means:

a resident or citizen of the United States;

a Company or corporation organized under the laws of the United States;

any entity or corporation organized under the laws of the United States;

 that has its principal office or place of business in the United States;

 (i) in which citizens or residents of or entities organized under the laws of or existing in the U.S. directly or indirectly hold in the aggregate 50% or more of the beneficial interests; and

(ii) that will own directly or indirectly, either alone or together with affiliated persons, an aggregate of more than 9.9% of the outstanding securities of the entity in which it is investing; or

 that is organized principally for passive investment (such as an investment company, a commodity pool or other similar vehicle); and

(i) in which the amount of units of participation held by U.S. Persons (other than “qualified eligible persons” as defined in Rule 4.7 under the U.S. Commodity Exchange Act, as amended) represents in the aggregate 10% or more of the beneficial interest, in the entity;

(ii) that was formed for the purpose of facilitating investment by U.S. Persons in the Fund, or in any other commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations promulgated by the U.S. Commodity Futures Trading Commission by virtue of its participants being non-U.S. Persons; or

(iii) that was formed by U.S. Persons principally for the purpose of investing in securities not registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), unless it is formed and owned by “accredited investors” (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts;

an estate or trust:

 of which an executor, administrator or trustee is a U.S. Person, unless:

(i) an executor, administrator or trustee who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate or trust; and

(ii) (A) in the case of an estate, it is governed by non-U.S. law; or

(B) in the case of a trust no beneficiary (and no settlor if the trust is revocable) is a U.S. Person; or

 the income of which is subject to U.S. income tax regardless of source;

any agency or branch of a non-U.S. entity located in the United States;

any non-discretionary account or similar account (other than an estate or trust) held for the benefit or account of one or more U.S. Persons; and

any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States, unless it is held by a dealer or other professional fiduciary exclusively for the benefit or account of one or more non-U.S. Persons.

For purposes of the foregoing, the term “U.S.” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

APPENDIX B

**Other Definitions**

Beneficial Interest Holder: The holder of any beneficial interest in an Interest.

Close Associate: With respect to a Senior Foreign Political Figure, a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

FATF: The Financial Action Task Force on Money Laundering.

FATF Country: A country that is a member of FATF. For a current list of FATF members see www.fatf-gafi.org.

Foreign Bank: An organization that (i) is organized under the laws of a country outside the United States; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

Foreign Shell Bank: A Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate.

Government Entity: Any 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.

Immediate Family: With respect to a Senior Foreign Political Figure, typically includes the political figure’s parents, siblings, spouse, children and in-laws.

Non-Cooperative Jurisdiction: Any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as FATF, of which the United States is a member and with which designation the U.S. representative to the group or organization continues to concur. See www.fatf-gafi.org for FATF’s list of **non-cooperative countries and territories.**

Physical Presence: A place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (a) employs one or more individuals on a full-time basis; (b) maintains operating records related to its banking activities; and (c) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

Publicly Traded Company: An entity whose securities are listed on a recognized securities exchange or quoted on an automated quotation system in the United States or country other than a Non-Cooperative Jurisdiction or a wholly-owned subsidiary of such an entity.

Qualified Plan: A tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is organized in the United States or is a U.S. Government Entity.

Regulated Affiliate: A Foreign Shell Bank that: (a) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (b) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

Related Person: With respect to any entity, interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that, in the case of an entity that is a Publicly Traded Company or a Qualified Plan, the term “Related Person” shall exclude any interest holder holding less than 5% of any class of securities of such Publicly Traded Company and beneficiaries of such Qualified Plan.

Senior Political Figure: A current or former senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation or other persons entrusted with prominent public functions. In addition, a Senior Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Political Figure.

USA PATRIOT Act: The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56).

**APPENDIX C**

**INDIVIDUAL SELF-CERTIFICATION – COMMON REPORTING STANDARD**

***Instructions for completion***

The Company is obligated under certain Automatic Exchange of Information Agreements, including the OECD Common Reporting Standard (the “**CRS**”), to collect certain information about each Account Holder’s tax residency status and certain other information. This form is intended as a “self-certification” as defined under the CRS (the “**Self-Certification**”). Please complete the sections below as directed and provide any additional information that is requested. Please note that, in certain circumstances, we may be obliged to share this information with relevant tax authorities. Terms referenced in this Self-Certification shall have the same meaning as in the CRS. Please see Appendix D for certain CRS definitions.

If any of the information below about your tax residence, CRS classification or other information changes in the future, please ensure you advise the Company of these changes promptly. If you have any questions about how to complete this Self-Certification, please contact your tax advisor. Please note that an Account Holder’s status for CRS purposes may be different from its status under other exchange of information regimes (such as FATCA). Please note that, where there are joint Account Holders, each Account Holder is required to complete a separate Self-Certification.

**Section 1: Account Holder Identification**

**(a) Name of Account Holder**

Family Name or Surname(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First or Given Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Middle Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(b) Current Residence Address of Account Holder**

Line 1 (e.g. House/Apt/

Suite Name, Number, Street):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Line 2 (e.g. Town/City/

Province/County/State): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code/ZIP Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(c) Mailing Address(if the same as the address shown in “current residence” above, indicate “As above”)**

Line 1 (e.g. House/Apt/

Suite Name, Number, Street):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Line 2 (e.g. Town/City/

Province/County/State): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code/ZIP Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(d) Date and Place of Birth of Account Holder**

Date of Birth (dd/mm/yyyy): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town or City of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 2: Country or Countries of Tax Residence and TINs of Account Holder**

**(a)** Please indicate the Account Holder’s place of tax residence (if resident in more than one country, please detail all countries and associated TINs). If a TIN is unavailable, please provide the appropriate reason A, B or C where indicated below:

* Reason A - The country where the Account Holder is liable to pay tax does not issue TINs to its residents.
* Reason B - The Account Holder is otherwise unable to obtain a TIN. (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason.)
* Reason C - No TIN is required. (Note: Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed.)

|  |  |  |
| --- | --- | --- |
| **Country or countries of tax residence** | **TIN** | **If no TIN available: Reason A, B or C** |
|  |  |  |
|  |  |  |
|  |  |  |

**(b)** If the Account Holder selected Reason B above, please explain in the following boxes why you are unable to obtain a TIN:

|  |  |
| --- | --- |
| **1.** |  |
| **2.** |  |
| **3.** |  |

**Section 3: Declaration and Undertakings**

I declare that the information provided in this Self-Certification is, to the best of my knowledge and belief, accurate and complete. I confirm that the information provided in any corresponding IRS Form(s) W-8 and/or W-9 (as applicable) is accurate and complete and may be relied upon in connection with this Self-Certification, and that any information provided in this Self-Certification may be relied upon in connection with any such IRS Form(s). I undertake to advise the Company promptly and provide an updated Self-Certification within 30 days where any change in circumstances occurs, which causes any of the information contained in this Self-Certification to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the Company sharing this information with the relevant tax information authorities.

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

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

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

**ENTITY SELF-CERTIFICATION – COMMON REPORTING STANDARD**

***Instructions for completion***

The Company is obligated under certain Automatic Exchange of Information Agreements, including the OECD Common Reporting Standard (the “**CRS**”), to collect certain information about each Account Holder’s tax residency status and certain other information. This form is intended as a “self-certification” as defined under the CRS (the “**Self-Certification**”). Please complete the sections below as directed and provide any additional information that is requested. Please note that, in certain circumstances, we may be obliged to share this information with relevant tax authorities. Terms referenced in this Self-Certification shall have the same meaning as in the CRS. Please see Appendix D for certain CRS definitions.

If any of the information below about your tax residence, CRS classification or other information changes in the future, please ensure you advise the Company of these changes promptly. If you have any questions about how to complete this Self-Certification, please contact your tax advisor. Please note that an Account Holder’s status for CRS purposes may be different from its status under other exchange of information regimes (such as the FATCA). Please note that, where there are joint Account Holders, each Account Holder is required to complete a separate Self-Certification.

**Section 1: Account Holder Identification**

**(a) Legal Name of Entity:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(b) Country of Incorporation or Organization:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(c) Current Residence Address:**

Line 1 (e.g. House/Apt/Suite Name, Number, Street):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Line 2 (e.g. Town/City/Province/County/State): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code/ZIP Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(d) Mailing Address(if the same as the address shown in “current residence” above, indicate “As above”)**

Line 1 (e.g. House/Apt/Suite Name, Number, Street):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Line 2 (e.g. Town/City/Province/County/State): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code/ZIP Code : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 2: Entity Type**

(Please provide the Account Holder's status for CRS purposes by ticking one of the following boxes.)

**1. (a) Financial Institution — Investment Entity**

1. [ ]  An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution

(Note: If you have ticked this box, you must also complete *Section 2(2)* below.)

1. [ ]  Other Investment Entity

**(b) [ ]  Financial Institution — Depository Institution, Custodial Institution or Specified Insurance Company**

If you have ticked either **(a)** or **(b)** above, please provide, if obtained, the Account Holder's Global Intermediary Identification Number ("**GIIN**") obtained for purposes of the U.S. Foreign Account Tax Compliance Act (FATCA).

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  | 1. **.**
 |  |  |  |  |  | 1. **.**
 |  |  | 1. **.**
 |  |  |  |

**(c) [ ]  Non-Reporting Financial Institution:**

If you have ticked **(c)** above, please provide the category of Non-Reporting Financial Institution for CRS purposes:

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

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

**(d) [ ]  Active NFE — an NFE the stock of which is regularly traded on an established securities market or an NFE which is a Related Entity of an Entity, the stock of which is regularly traded on an established securities market**

If you have ticked **(d)** above, please provide the name of the relevant established securities market on which the NFE is regularly traded:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you are a Related Entity of a regularly traded Entity, please also provide the name of the regularly traded Entity that the NFE in **(d)** is a Related Entity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(e) [ ]  Active NFE — other than in (d) above**

If you have ticked **(e)** above, please provide the relevant category of Active NFE for CRS purposes:

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

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

**(f) [ ]  Passive NFE** (Note: if ticking this box you must also complete ***Section 2(2)*** below)

**2. Controlling Person(s) of the Account Holder (for any Account Holder that is a Passive NFE or Investment Entity treated as such for CRS purposes):**

If you have ticked either ***Section 2.1(a)(i)*** or ***2.1(f)*** above, then please, provide the following information for *each* Controlling Person.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Full name** | **Current residence address** | **Date and place of birth** | **Country/ countries of tax residence** | **Details of controlling interest** | **TIN** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Note 1: Details of a controlling interest may include any of the following: control by ownership, by other means, or as a senior managing official (in case of a legal person), as a settlor, trustee, protector, beneficiary or other (in case of a trust), or as a settlor-equivalent, trustee-equivalent, protector-equivalent, beneficiary-equivalent or other-equivalent (in case of a non-trust).

Note 2: Each natural person that is a Controlling Person must also complete an Individual Self-Certification before this Entity Self-Certification will be considered complete.

**Section 3: Country or Countries of Tax Residence and TINs of Account Holder**

**(a)** Please indicate the Account Holder’s place of tax residence (if resident in more than one country, please detail all countries and associated TINs).

If the Account Holder is not a tax resident in any jurisdiction (*e.g.*, because it is fiscally transparent), the Account Holder must clearly indicate that below and provide its place of effective management or country in which its principal office is located.

If a TIN is unavailable, please provide the appropriate reason A, B or C where indicated below:

* Reason A - The country where the Account Holder is liable to pay tax does not issue TINs to its residents.
* Reason B - The Account Holder is otherwise unable to obtain a TIN. (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason.)
* Reason C - No TIN is required. (Note. Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

|  |  |  |
| --- | --- | --- |
| **Country or countries of tax residence** | **TIN** | **If no TIN available: Reason A, B or C** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**(b)** If the Account Holder selected Reason B above, please explain in the following boxes why you are unable to obtain a TIN:

|  |  |
| --- | --- |
| **1.** |  |
| **2.** |  |
| **3.** |  |

**Section 4: Declaration and Undertakings**

I/We declare (as an authorised signatory of the Entity) that the information provided in this Self-Certification is, to the best of my/our knowledge and belief, accurate and complete. I/We confirm that the information provided in any corresponding IRS Form(s) W-8 and/or W-9 (as applicable) is accurate and complete and may be relied upon in connection with this Self-Certification, and that any information provided in this Self-Certification may be relied upon in connection with any such IRS Form(s). I/We undertake to advise the Company promptly and provide an updated Self-Certification within 30 days where any change in circumstances occurs, which causes any of the information contained in this Self-Certification to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the Company sharing this information with the relevant tax information authorities.

Authorised Signature: Authorised Signature:

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

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

Position/Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position/Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**APPENDIX D**

**Certain CRS Definitions**

**“Account Holder”** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor or intermediary, is not treated as holding the account for CRS purposes, and such other person is treated as holding the account.

**“Active NFE”** meansany NFE that meets any of the following criteria:

1. less than 50% of the NFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
2. the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
3. the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
4. substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
5. the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
6. the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
7. the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
8. the NFE meets all of the following requirements:
	1. it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
	2. it is exempt from income tax in its jurisdiction of residence;
	3. it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
	4. the applicable laws of the NFE’s jurisdiction of residence or the NFE’s formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
	5. the applicable laws of the NFE’s jurisdiction of residence or the NFE’s formation documents require that, upon the NFE’s liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to government of the NFE’s jurisdiction of residence or any political subdivision thereof.

**“Controlling Person(s)”** means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term “Controlling Persons” must be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

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

**“Depository Institution”** means any Entity that accepts deposits in the ordinary course of a banking or similar business.

**“Entity”** means a legal person or a legal arrangement, such as a corporation, organisation, Company, trust or foundation.

**“Financial Account”** means anyaccount maintained by a Financial Institution and includes a Depository Account, a Custodial Account, equity and financing profit in certain Investment Entities, and certain Cash Value Insurance Contracts and Annuity Contracts.

**“Financial Institution”** means a “Custodial Institution”, a “Depository Institution”, an “Investment Entity”, or a “Specified Insurance Company”.

**“Investment Entity”** means any Entity:

1. that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
	1. Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, profit rate and index instruments; transferable securities; or commodity futures trading;
	2. Individual and collective portfolio management; or
	3. Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
2. the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity that is described in *a)* above.

An Entity is treated as primarily conducting as a business one or more of the activities described in a) above, or an Entity’s gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of b) above, if the Entity’s gross income attributable to the relevant activities equals or exceeds 50% of the Entity’s gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the Entity has been in existence. The term “Investment Entity” does not include an Entity that is an Active NFE because it meets any of the criteria of d) through g) of the “Active NFE” definition. The “Investment Entity” definition shall be interpreted in a manner consistent with similar language set forth in the definition of “financial institution” in the Financial Action Task Force Recommendations.

**“NFE”** means any Entity that is not a Financial Institution.

**“Non-Reporting Financial Institution”** means any Financial Institution that is:

1. a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
2. a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
3. any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in a) and b) above, and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the CRS;
4. an Exempt Collective Investment Vehicle; or
5. a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported with respect to all Reportable Accounts of the trust.

**“Participating Jurisdiction”** means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information set out in the CRS and (ii) which is identified in a published list.

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

**“Passive NFE”** means any: (i) NFE that is not an Active NFE; and (ii) Investment Entity described in subparagraph b) of the “Investment Entity” definition that is not a Participating Jurisdiction Financial Institution.

An Entity is a “**Related Entity**” of another Entity if (i) either Entity controls the other Entity; (ii) the two Entities are under common control; or (iii) the two Entities are Investment Entities described in subparagraph b) of the “Investment Entity” definition, are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.

**“Reportable Account”** means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

**“Reportable Jurisdiction”** means a jurisdiction (i) with which an agreement is in place pursuant to which there is an obligation in place to provide information under the CRS, and (ii) which is identified in a published list.

**“Reportable Jurisdiction Person”** means an individual or Entity that is resident in a Reportable Jurisdiction under the tax laws of such jurisdiction, or an estate of a decedent that was a resident of a Reportable Jurisdiction. For this purpose, an Entity such as a Company, limited liability Company or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated.

**“Reportable Person”** means a “Reportable Jurisdiction Person,” *other* than: (i) a corporation the stock of which is regularly traded on one or more established securities markets; (ii) any corporation that is a Related Entity of a corporation described in clause (i); (iii) a Governmental Entity; (iv) an International Organisation; (v) a Central Bank; or (vi) a Financial Institution.

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

**“TIN”** means Taxpayer Identification Number (or functional equivalent in the absence of a Taxpayer Identification Number).

**APPENDIX E**

**W8-BEN-E (Entities)**

**W8-BEN (Individuals)**

**APPENDIX F**

**SOURCE OF FUNDS AND SOURCE OF WEALTH DECLARATION**

**APPENDIX G**

**DUE DILIGENCE DOCUMENTS REQUIRED**

1. All non-English documents must be translated into English and certified by a professional translator as "a true accurate translation of the original". [↑](#footnote-ref-1)
2. A “U.S. person” for U.S. federal income tax purposes is a citizen or resident of the United States, a partnership or corporation created or organized in the United States or under the laws of the United States or any political subdivision thereof, an estate the income of which is subject to U.S. federal income taxation regardless of its source, or a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. fiduciaries have the authority to control all substantial deci­sions of the trust or (ii) the trust was in existence on August 20, 1996 and properly elected to be treated as a U.S. person. [↑](#footnote-ref-2)
3. If the Wiring Institution is not located in a FATF Country, the General Partner may require additional information. For a current list of FATF members see www.fatf-gafi.org. [↑](#footnote-ref-3)
4. The U.S. Treasury Department’s Financial Crimes Enforcement Network (“FinCEN”) issues advisories
regarding countries of primary money laundering concern. FinCEN’s advisories are posted at www.fincen.gov/resources/advisoriesbulletinsfact-sheets. For a current list of FAFT high risk and other monitored jurisdictions see www.fatf.gafi.org/countries. [↑](#footnote-ref-4)