

## Subscription Documents for BlackOak Alpha Growth Master Fund, LP

LIMITED PARTNERSHIP UNITS

### Exhibit B

These Subscription Documents form an Exhibit to the Confidential Private Placement Memorandum (the "**Memorandum**") of BlackOak Alpha Growth Master Fund, LP relating to the private offering of limited partnership units therein. No person is authorized to receive these Subscription Documents unless such person has previously received, or simultaneously receives, a copy of the Memorandum bearing on its first page the name of such person. Delivery of these Subscription Documents to anyone other than the person named on the front cover of the Memorandum as the intended recipient is unauthorized, and any reproduction or circulation of these Subscription Documents, in whole or in part, is prohibited.

If you decide not to participate in this offering, please return the Memorandum, these Subscription Documents and all related documentation to the Administrator (as defined herein) at the address contained herein.

## INSTRUCTIONS TO SUBSCRIBERS

These Subscription Documents relate to the offering of limited partnership units (the "**Units**") in BlackOak Alpha Growth Master Fund, LP, a Cayman Islands exempted limited partnership (the "**Partnership**"). These Subscription Documents contain the materials necessary for you to apply to become a limited partner of the Partnership:

1. Subscription Agreement
2. Prospective Investor Questionnaire
3. Signature Page

Each prospective investor should read the Amended and Restated Exempted Limited Partnership Agreement of the Partnership (as the same may be amended and/or restated from time to time, the "**Partnership Agreement**"), and the Confidential Private Placement Memorandum of the Partnership, the Subscription Agreement. Each prospective investor should then complete the appropriate portions of the Prospective Investor Questionnaire and Annex B or Annex C (as applicable), and execute the Signature Page contained herein. The instructions to the Prospective Investor Questionnaire will inform you of the parts thereof that you are required to complete.

Please return this entire set of Subscription Documents, the executed Signature Page, a government-issued form of picture identification for the signatory, and any additional required documents described in the Prospective Investor Questionnaire (including an executed Annex B or Annex C, as applicable) to the Partnership's administrator, Opus Fund Services (Bermuda) Ltd. ("**Administrator**") at the address indicated below, at least three (3) business days prior to the closing date established by the Partnership for subscription, unless waived by the General Partner (as defined below). **FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN WILL CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION REQUEST.** Questions regarding completion of these Subscription Documents should be directed to the Administrator.

### PLEASE SEND ALL DOCUMENTS (VIA MAIL OR IN ELECTRONIC FORM) TO:

BlackOak Alpha Growth Master Fund, LP

#### If sending by **courier**:

c/o Opus Fund Services (Bermuda) Ltd.  
12 Church Street, 4<sup>th</sup> Floor  
Hamilton, HM11  
Bermuda

#### If sending by **regular post**:

c/o Opus Fund Services (Bermuda) Ltd.  
PO Box 2022  
Hamilton, HMHX  
Bermuda

**Contact:** Investor Relations

**Investor Relations Phone:** (441) 234 0004

**Facsimile:** (441) 234 1004

**Email:** investorrelations@opusfundservices.com

### WIRING INSTRUCTIONS:

Bank Name:	Signature Bank
Bank Address:	565 5th Avenue
New York, NY 10017	
Bank Routing #:	026013576
Bank Swift Code:	SIGNUS33
Account Name:	BlackOak Alpha Growth Master Fund, LP
Account Number:	1503638475

1. Please have your bank identify your name on the Fed wire transfer.
2. The Partnership's general partner, BOAGF GP, LLC, a Cayman Islands limited liability company (the "**General Partner**"), recommends that your bank charge its wiring fee separately so that the entire amount you desire to invest will be directly invested in the Partnership.
3. **CLEARED FUNDS MUST BE IN THE PARTNERSHIP'S ACCOUNT NOT LATER THAN 5:00 P.M., NEW YORK TIME, AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE CLOSING DATE ESTABLISHED BY THE PARTNERSHIP FOR THE SUBSCRIPTION, UNLESS WAIVED BY THE GENERAL PARTNER.**

THE GENERAL PARTNER, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY ACCEPT OR REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE SECURITIES LAWS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE UNITS IS RESTRICTED AS PROVIDED IN THE PARTNERSHIP AGREEMENT. THE UNITS ARE NOT BEING, AND WILL NOT BE, OFFERED IN THE UNITED STATES OR ITS TERRITORIES OR POSSESSIONS OR TO U.S. PERSONS.

BlackOak Alpha Growth Master Fund, LP

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Bermuda

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PO Box 2022  
Hamilton, HMX  
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**Contact:** Investor Relations

**Investor Relations Phone:** (441) 234 0004

**Facsimile:** (441) 234 1004

**Email:** investorrelations@opusfundservices.com

Ladies and Gentlemen:

1. The subscriber named on the signature page to this Subscription Agreement (the "**Subscriber**") hereby applies to become a limited partner of BlackOak Alpha Growth Master Fund, LP, a Cayman Islands exempted limited partnership (the "**Partnership**"), on the terms and conditions set forth in this Subscription Agreement, the Amended and Restated Exempted Limited Partnership Agreement of the Partnership (as the same may be amended and/or restated from time to time, the "**Partnership Agreement**"), and the Partnership's Confidential Private Placement Memorandum (as the same may be amended and/or supplemented from time to time, the "**Memorandum**"), copies of which have been furnished to the Subscriber. Capitalized terms used in this Subscription Agreement and not otherwise defined in this Subscription Agreement shall have the meanings assigned to them in the Partnership Agreement or the Memorandum.

2. The Subscriber hereby irrevocably subscribes for a limited partnership unit in the Partnership (a "**Unit**") with a capital contribution as set forth on the signature page hereto. The Subscriber understands that it is not entitled to cancel, terminate or revoke this subscription or any agreements of the Subscriber hereunder. Payment in good funds for a Unit must be received not later than 5:00 p.m., New York time, at least three (3) business days prior to the closing date established by the Partnership for the subscription ("**Closing Date**"), unless waived by the general partner of the Partnership, BOAGF GP, LLC, a Cayman Islands limited liability company (the "**General Partner**"). Subject to any legal or regulatory restrictions before the Closing Date, the Subscriber's payment will be held by the Partnership in a non-interest bearing account. The minimum initial subscription is \$250,000, subject to the discretion of the General Partner to accept a lower amount (but in no case will an initial investment of less than US\$100,000 (or its equivalent in another currency) be accepted or such other minimum amount as may be required by applicable Cayman Islands law from time to time). The Partnership was formed for the purpose of investing in assets that are linked to mortality and longevity risk, as more fully described in the Memorandum.

3. The Subscriber acknowledges and agrees that the General Partner reserves the right, in its sole and absolute discretion, to accept or reject this subscription for a Unit for any reason or no reason, in whole or in part, at any time prior to acceptance thereof, notwithstanding execution of this Subscription Agreement by or on behalf of the Subscriber.

4. The Subscriber acknowledges and agrees that the General Partner or the Administrator (as defined below) will notify the Subscriber in writing as to the acceptance, in whole or in part, or rejection of the Subscriber's subscription for a Unit. A Unit will not be deemed to be sold or issued to, or owned by, the Subscriber until the date that the Subscriber's subscription is accepted by the General Partner (notice of which will be given promptly in writing to the Subscriber).

5. If this subscription is rejected in full, this Subscription Agreement will thereafter have no force or effect. If so rejected, the Partnership will return to the Subscriber, without interest or deduction, any payment tendered by the Subscriber, and the Partnership and the Subscriber will have no further obligations to each other hereunder.

6. The Subscriber agrees to furnish to the General Partner and/or the Partnership's administrator, Opus Fund Services (Bermuda) Ltd. ("**Administrator**") all information that the General Partner and/or the Administrator has requested in this Subscription Agreement (and in the Prospective Investor Questionnaire, Annex B and Annex C attached hereto and forming a part of this Subscription Agreement), or may hereafter reasonably require, in order to comply with any laws, rules or regulations applicable to the Partnership, the General Partner and/or the Administrator.

7. The Subscriber hereby (i) represents and warrants to the General Partner, the Administrator and the Partnership that the following statements are true as of the date hereof and will be true and correct as of the Closing Date applicable to the Subscriber, and (ii) agrees that it will at all times hereafter comply with any covenants set forth in the following:

(a) The Subscriber is acquiring the Unit for its own account, solely for investment purposes and not with a view to resale or distribution thereof. The Subscriber is not acquiring the Unit in connection with an invitation to the public of the Cayman Islands to subscribe for the Unit.

(b) The Subscriber confirms that it is not a U.S. Person or a Cayman Islands resident and is not acquiring the Units on behalf of, or for the benefit of a U.S. Person or a Cayman Islands resident.

(c) The Subscriber (either alone or together with any advisors retained by such person in connection with evaluating the merits and risks of prospective investments) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing a Unit and is able to bear the economic risk of such investment, including a complete loss. The Subscriber understands that (i) substantial restrictions will exist on transferability of the Unit, (ii) no market for resale of any Unit exists or is expected to develop, (iii) the Subscriber may not be able to liquidate its investment in the Partnership, and (iv) any instruments representing a Unit may bear legends restricting the transfer thereof. The Subscriber is aware of and understands the provisions for transferability and withdrawal from the Partnership and has read the applicable sections of the Memorandum and the Partnership Agreement.

(d) The Subscriber represents that no assurances or guarantees have been made to the Subscriber by anyone regarding whether the Partnership's investment objective will be realized or whether the Partnership's investment strategy will prove successful. The Subscriber recognizes that it may lose all or a portion of its investment in the Partnership. The Subscriber also understands that if it is subject to income tax, an investment in the Partnership may create taxable income or tax liabilities in excess of cash distributions to pay such liabilities. The Subscriber understands the structure of the Partnership, and has reviewed the relevant sections of the Memorandum and the Partnership Agreement related thereto.

(e) The Subscriber acknowledges that it is not subscribing pursuant hereto for a Unit as a result of or pursuant to (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio, or (ii) any seminar or meeting whose attendees, including the Subscriber, had been invited as a result of, or pursuant to, any of the foregoing.

(f) In connection with the purchase of a Unit, the Subscriber meets all suitability standards imposed on it by applicable law.

(g) The Subscriber has been furnished with, and has carefully read, the Partnership Agreement and the Memorandum, and has been given the opportunity to (i) ask questions of, and receive answers from, the General Partner concerning the terms and conditions of the offering and other matters pertaining to an investment in the Partnership, and (ii) obtain any additional information that the General Partner can acquire without unreasonable effort or expense that the Subscriber believes is necessary to evaluate the merits and risks of an investment in the Partnership. In considering a subscription for Units, the Subscriber has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Partnership, the General Partner or any of their respective managers, members, shareholders, directors, officers, partners, employees, agents or affiliates (each,

an “**Affiliate**”), other than as set forth in the Partnership Agreement and the Memorandum. The Subscriber has carefully considered and has, to the extent it believes such discussion necessary, discussed with legal, tax, accounting and financial advisors the suitability of an investment in the Partnership in light of its particular tax and financial situation, and has determined that the Units being subscribed for by it hereunder are a suitable investment for it.

(h) If the Subscriber is a natural person, the execution, delivery and performance by such person of this Subscription Agreement and the Partnership Agreement are within such person's legal right, power and capacity, require no action by or in respect of or filing with, any governmental body, agency, or official (except as disclosed in writing to the General Partner) and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument to which such person is a party or by which such person or any of such person's properties are bound. The signature on the signature page of this Subscription Agreement is genuine, and the Subscriber has legal competence and capacity to execute the same, and each of this Subscription Agreement and the Partnership Agreement constitutes a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms.

(i) The Subscriber, if it is a corporation, limited liability company, trust, partnership or other entity, is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and the execution, delivery and performance by it of this Subscription Agreement and the Partnership Agreement are within its powers, have been duly authorized by all necessary corporate or other action on its behalf, require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the General Partner) and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which the Subscriber is a party or by which the Subscriber or any of the Subscriber's properties is bound. The signature on the signature page of this Subscription Agreement is genuine, and the signatory has been duly authorized to execute the same, and each of this Subscription Agreement and the Partnership Agreement constitutes a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms.

(j) The Subscriber represents and warrants that it is not aware of any laws or regulations that might restrict its ability to make capital contributions pursuant to the Partnership Agreement.

(k) The Subscriber is not a participant-directed defined contribution plan, or a partnership or other investment vehicle (i) in which its partners or participants have or will have any discretion as to their level of investment in the Subscriber or in investments made by the Subscriber (including the Subscriber's investment in a Unit), or (ii) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Partnership.

(l) The Subscriber (i)(A) is subscribing for Units solely for its own account, own risk and own beneficial interest, (B) if it is an entity, including, without limitation, a fund-of-funds, trust, pension plan or any other entity that is not a natural person (each, an “**Entity**”), has carried out thorough due diligence as to, and established the identities of, such Entity's Related Persons,<sup>1</sup> holds the evidence of such identities and will make such information available to the Partnership, the General Partner, the Investment Manager and/or the Administrator upon the General Partner's, the Investment Manager's and/or the Administrator's reasonable request, and (C) does not have the intention or obligation to sell, pledge, distribute, assign or transfer all or a portion of the Units to any other person (whether directly or indirectly, including, without limitation, through any option, swap, forward or any other hedging or derivative transaction) ( for the avoidance of doubt, except for any indirect interest through the issuance of profit participating notes), or (ii)(A) is subscribing for Units as a record owner and will not have a

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

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

(m) The proposed investment in the Partnership by the Subscriber or any Underlying Beneficial Owner, as the case may be, will not directly or indirectly contravene any laws, rules or regulations, including anti-money laundering laws, rules and regulations (a **"Prohibited Investment"**) and no capital contribution to the Partnership by such Subscriber or, if applicable, any Underlying Beneficial Owner will be derived from any illegal or illegitimate activities.

(n) Neither the Subscriber nor, if applicable, any Underlying Beneficial Owner or, to the best of the Subscriber's knowledge, any Related Person, is a non-U.S. bank without a physical presence in any country other than a non-U.S. bank that (i) is an affiliate of a depository institution, credit union or non-U.S. bank that maintains a physical presence in a non-U.S. country, and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union or non-U.S. bank (each, a **"Regulated Affiliate"**).

(o) The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in any document (including the Partnership Agreement or any Side Letters (as defined in the Memorandum)), if, following the Subscriber's investment in the Partnership, the General Partner or the Administrator reasonably believes that the investment is or has become a Prohibited Investment or if otherwise required by law, the Partnership, the General Partner or the Administrator may be required by law or government regulations to "*freeze the account*" of the Subscriber, either by prohibiting additional capital contributions, restricting any withdrawals and/or declining any requests to transfer the Subscriber's Unit. In addition, in any such event, the Subscriber may forfeit its Unit, may be forced to withdraw from the Partnership or may otherwise be subject to the remedies required by law, and the Subscriber shall have no claim against the Partnership, the General Partner, the Administrator or any of their respective Affiliates for any form of damages as a result of any of the actions described in this paragraph. The Partnership may also be required to report such action and to disclose the Subscriber's identity or provide other information with respect to the Subscriber to any applicable governmental entities.

(p) Except as otherwise disclosed to the General Partner in writing: (i) neither the Subscriber nor, if applicable, any Underlying Beneficial Owner or, to the best of the Subscriber's knowledge, any Related Person, is resident in, or organized or chartered under the laws any country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (a **"Non-Cooperative Jurisdiction"**); (ii) the subscription funds of the Subscriber and, if applicable, any Underlying Beneficial Owner, do not originate from, nor will they be routed through, an account maintained at (A) a Shell Bank,<sup>2</sup> (B) a non-U.S. bank (other than a Regulated Affiliate) that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license, or (C) a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction; (iii) neither the Subscriber nor, if applicable, any Underlying Beneficial Owner or, to the best of the Subscriber's knowledge, any Related Person, is subject to economic or trade sanctions administered and enforced under any European Union or United Kingdom Regulations (as extended to the Cayman Islands by statutory instrument) and is not operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Nations,

the European Union or the United Kingdom; (iv) neither the Subscriber nor, if applicable, any Underlying Beneficial Owner or, to the best of the Subscriber's knowledge, any Related Person, is a politically exposed person, or any family member or close associate of a politically exposed person, in each case within the meaning of the Cayman Islands Anti-Money Laundering Regulations (as amended); and (v) none of the Subscriber, any of its Affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person, is a country, territory, person or entity named on any list administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") nor is the Subscriber or any of its Affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person, a natural person or Entity with whom dealings are prohibited under any OFAC regulations.

(q) The Subscriber understands that legal counsel to the Partnership, the General Partner and to any of their respective Affiliates will not be representing the Subscriber or any other investor in the Partnership, and no independent counsel has been retained to represent the Subscriber or any other investor in the Partnership.

(r) The Subscriber acknowledges and agrees that any withdrawal proceeds paid to it by the Partnership will be paid to, and any further capital contributions made by it to the Partnership will be made from, an account in the Subscriber's name unless the General Partner, in its sole discretion, agrees otherwise. To ensure the Partnership's compliance with applicable anti-money laundering requirements, the Subscriber understands and agrees that any withdrawal proceeds will be paid to the same account from which the Subscriber's investment in the Partnership was originally remitted, unless the Subscriber has notified the General Partner in writing of a change in payment instructions and the General Partner, in its sole discretion, has agreed to such changes.

(s) (x) The Subscriber agrees to provide any information, certification or documentary evidence (including without limitation information about any Underlying Beneficial Owner or Related Persons, if applicable) requested by the General Partner, the Investment Manager or the Administrator that the General Partner, the Investment Manager or the Administrator reasonably believes will enable the Partnership, the General Partner, the Investment Manager or the Administrator to comply with all applicable anti-money laundering laws, rules and regulations, including any laws, rules and regulations applicable to an investment held or proposed to be held by the Partnership.

(t) The Subscriber acknowledges and agrees that Alpha Longevity Management Ltd., a British Virgin Islands company, and SL Investment Management Ltd, a registered company in England and Wales, are the co-investment managers (together, the "**Investment Managers**"; and each, an "**Investment Manager**", as the context may require) of the Partnership and have discretionary investment authority over the Partnership's assets, as more fully set forth in the Memorandum. Unless the context otherwise requires, references herein to the Investment Manager shall be deemed to refer to the co-Investment Managers, acting jointly.

(u) The Subscriber acknowledges that: (i) the Partnership has no or limited financial or operating history; (ii) the General Partner, the Investment Manager and their respective Affiliates may receive substantial compensation in connection with the management of the Partnership; (iii) neither the General Partner nor any of its Affiliates has acted as or is an agent or employee of or has advised the Subscriber in connection with the investment in the Partnership by the Subscriber; and (iv) no governmental agency has passed upon the Units or made any finding or determination as to the fairness or suitability of this investment.

(v) The Subscriber acknowledges and agrees that Units will not be issued until such time as the General Partner and the Administrator have received and are satisfied with all the information and documentation requested to verify the Subscriber's identity (including without limitation the identity of any Underlying Beneficial Owner or Related Persons, if applicable). Where, at the sole discretion of the Partnership, Units have been issued prior to the General Partner and the Administrator having received all the information and documentation required to verify the Subscriber's identity, the Subscriber will be prohibited from withdrawing any Units so issued, and the Partnership, the General Partner and the Administrator reserve the right to refuse to make any withdrawal payment or distribution to the Subscriber, until such time as the General Partner and the Administrator have received and are reasonably satisfied with all the information and documentation requested to verify the Subscriber's identity.

(w) The Subscriber understands and agrees that the Partnership, the General Partner, the



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

(x) The Subscriber acknowledges and understands that if, as a result of any information or other matter which comes to its attention, any person resident in the Cayman Islands (including the Partnership) knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law (as amended) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer not below the rank of constable, or the Financial Reporting Authority, pursuant to the Terrorism Law (as amended) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property, and such a report will not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

(y) For the purposes of the following provisions, "**AEOI**" means: (i) sections 1471 to 1474 of the U.S. Internal Revenue Code, as amended ("**Code**"), and any associated legislation, regulations or guidance, and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes; (ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters—the Common Reporting Standard (the "**CRS**") and any associated guidance; (iii) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement between the Cayman Islands (or any Cayman Islands government body) and the U.S. and/or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations, guidance or standards described in sub-paragraphs (i) and (ii); and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding sub-paragraphs. The Subscriber acknowledges and agrees that:

- (A) the Partnership is required to comply with the provisions of AEOI;
- (B) it will provide, in a timely manner, such information regarding the Subscriber and its beneficial owners and such forms or documentation as may be requested from time to time by the Partnership (whether by its agents such as the Investment Manager or the Administrator) to enable the Partnership to comply with the requirements and obligations imposed on it pursuant to AEOI, specifically, but not limited to, forms and documentation which the Partnership may require to determine whether or not the relevant investment is a "Reportable Account" (under any AEOI regime) and to comply with the relevant due diligence procedures in making such determination;
- (C) any such forms or documentation requested by the Partnership or its agents pursuant to paragraph (B), or any financial or account information with respect to the Subscriber's investment in the Partnership, may be disclosed to the Cayman Islands Tax Information Authority (or any other Cayman Islands governmental body which collects information in accordance with AEOI) and to any person, regulatory authority or withholding agent where the provision of that information is required to ensure compliance by the Partnership with its obligations under AEOI or to avoid the application of any withholding tax on any payments to the Partnership;

- (D) it waives, and/or shall cooperate with the Partnership to obtain a waiver of, the provisions of any law which: (1) prohibit the disclosure by the Partnership, or by any of its agents, of the information or documentation requested from the Subscriber pursuant to paragraph (B); or (2) prohibit the reporting of financial or account information by the Partnership or its agents required pursuant to AEOI; or (3) otherwise prevent compliance by the Partnership with its obligations under AEOI;
- (E) if it provides information and documentation that is in anyway misleading, or it fails to provide the Partnership or its agents with the requested information and documentation necessary in either case to satisfy the Partnership's obligations under AEOI, the Partnership reserves the right (whether or not such action or inaction leads to compliance failures by the Partnership, or a risk of the Partnership or its investors being subject to withholding tax or other costs, debts, expenses, obligations or liabilities (whether external, or internal, to the Partnership) (together, "**costs**") under AEOI): (1) to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the Subscriber; and (2) to hold back from any redemption or repurchase proceeds, dividend payments or any other distributions, or to deduct from the Subscriber's applicable net asset value, any costs caused (directly or indirectly) by the Subscriber's action or inaction; and
- (F) it shall have no claim against the Partnership, or its agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Partnership in order to comply with AEOI.

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

(z) The Subscriber represents and warrants that it has not (or, if it is an entity, none of its Covered Persons (as defined below) have) been subject to a "**Disqualifying Event**" (as defined below) as of the Closing Date and agrees to immediately inform the General Partner and the Investment Manager if it or any Covered Person is the subject of a Disqualifying Event thereafter. A "**Covered Person**" shall mean any director or executive officer of the Subscriber. A "**Disqualifying Event**" includes the Subscriber or any Covered Person being the subject of: (i) criminal convictions, which occurred within ten (10) years of the Closing Date, in connection with the purchase or sale of a security, making of a false filing with the U.S. Securities and Exchange Commission ("**SEC**") or arising out of the conduct of the business of an underwriter, broker, dealer, investment advisor or certain other types of financial intermediaries; (ii) orders, judgments, injunctions or decrees of any court of competent jurisdiction, which occurred within five (5) years of the Closing Date, in connection with the purchase or sale of a security, making of a false filing with the SEC or arising out of the conduct of the business of an underwriter, broker, dealer, investment advisor or certain other types of financial intermediaries; (iii) final orders from the U.S. Commodity Futures Trading Commission, U.S. federal banking agencies, the U.S. National Credit Union Administration, or state regulators of securities, insurance, banking, savings associations or credit unions that bar the Subscriber or any Covered Person from associating with a regulated entity, engaging in the business of securities, insurance or banking, or engaging in savings association or credit union activities, or are based on violation of a law that prohibits fraudulent, manipulative, or deceptive conduct and are issued within ten (10) years of the Closing Date; (iv) certain SEC disciplinary orders relating to brokers, dealers, municipal securities dealers, investment companies, and investment advisers and their associated persons; (v) SEC cease-and-desist orders related to violations of certain anti-fraud provisions and registration requirements of the U.S. federal securities laws issued within five (5) years of the Closing Date; (vi) SEC stop orders (including an order suspending a Regulation A exemption) issued within five (5) years of the Closing Date; (vii) suspension or expulsion from membership in a registered securities exchange or association ("**SEA**") or from association with an SEA member; and (viii) U.S. Postal Service false representation orders issued within five (5) years of the Closing Date.

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

(bb) The Subscriber has not reproduced, duplicated or delivered the Memorandum, the Partnership Agreement or this Subscription Agreement to any other person, except professional advisors to the Subscriber or as instructed by the General Partner.

(cc) The Subscriber has read carefully and understands the privacy notice of the Partnership attached hereto as Annex A.

(dd) The foregoing representations, warranties and agreements will survive the Closing Date applicable to the Subscriber.

8. The Subscriber agrees to promptly notify the Partnership should the Subscriber become aware of any change in the information or representations contained or made herein.

9. The Subscriber will, to the fullest extent permitted by applicable law, indemnify the Partnership, the General Partner, the Investment Manager, the Administrator and each of their respective Affiliates (which, for the purposes of this Section 9, shall include fund counsel (except for legal malpractice)) against any losses, claims, damages or liabilities to which any of them may become subject in any capacity in any action or threatened action, proceeding or investigation arising out of or based upon any false representation or warranty, or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein, in the Partnership Agreement or in any other document furnished to the Partnership, the General Partner, the Investment Manager or the Administrator by the Subscriber in connection with the offering of the Units. The Subscriber will reimburse each such party for legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any such action, proceeding or investigation (whether incurred between any Indemnified Party or the Partnership and the Subscriber, or between any Indemnified Party or the Partnership and any third party). The reimbursement and indemnity obligations of the Subscriber hereunder will survive the Closing Date applicable to the Subscriber (or, if this Subscription Agreement is terminated, such termination) and will be in addition to any liability which the Subscriber may otherwise have (including, without limitation, liabilities under the Partnership Agreement), and will be binding upon and inure to the benefit of any successors, assigns, heirs, estates, executors, administrators and personal representatives of any Indemnified Party and the Partnership. A person who is not a party to this Subscription Agreement may not, in its own right or otherwise, enforce any term of this Subscription Agreement except that any Indemnified Party may, in its own right, enforce this Section 9 and any other provision of this Subscription Agreement for its benefit, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Law, 2014, as amended, modified, re-enacted or replaced. Notwithstanding any other term of this Subscription Agreement, the consent of any person who is not a party to this Subscription Agreement (including without limitation any Indemnified Party) is not required for any amendment to, or variation, release, rescission or termination of, this Subscription Agreement.

10. The Subscriber hereby authorizes and instructs the Partnership, the General Partner, the Investment Manager and the Administrator to accept and execute any instructions in respect of the Unit to which this Subscription Agreement relates given by the Subscriber in written form, by facsimile or by other electronic means. If instructions are given by the Subscriber by facsimile or by other electronic means, the Subscriber undertakes to send a copy of the letter of instructions to the General Partner, the Investment Manager and/or the Administrator and agrees to keep each of the Partnership, the General Partner, the Investment Manager and the Administrator (including their respective Affiliates) indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions made by facsimile or by other electronic means. The Partnership, the General Partner, the Investment Manager and the Administrator (including their respective Affiliates) may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

11. Neither this Subscription Agreement nor any provisions hereof will be waived, modified, discharged or terminated, except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

12. This Subscription Agreement is not transferable or assignable by the Subscriber. This Subscription Agreement will be binding upon and inure to the benefit of the parties and their successors, permitted assigns,

heirs, estates, executors, administrators and personal representatives; *provided, however*, that fund counsel shall be a party to this Subscription Agreement solely with respect to **Section 9** hereof in order to benefit from and enforce such Section, and a conformed signature page for fund counsel is included as a counterpart to this Subscription Agreement. If the Subscriber is more than one person, the obligation of the Subscriber will be joint and several, and the agreements, representations, warranties and acknowledgments herein contained will be deemed to be made by and be binding upon each such person and its successors, permitted assigns, heirs, estates, executors, shareholders, partners, administrators and personal representatives.

13. This Subscription Agreement and the other agreements or documents referred to herein or in the Partnership Agreement (and, if applicable, in any Side Letter executed in connection with this Subscription Agreement) contain the entire agreement of the parties, and there are no representations, covenants or other agreements, except as stated or referred to herein and in such other agreements or documents. The signature page to this Subscription Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart. The parties hereto acknowledge that, notwithstanding any other provision of this Subscription Agreement or the Partnership Agreement, the General Partner, on its own behalf or on behalf of the Partnership, without any act, consent or approval of any other Partner, may enter into side letters or similar agreements (each, a "**Side Letter**") with one or more Limited Partners which have the effect of establishing rights under, or altering, waiving or supplementing the terms of, this Subscription Agreement or the Partnership Agreement. The parties agree that any rights established, or any terms of this Subscription Agreement or the Partnership Agreement altered, waived or supplemented, in a Side Letter with a Limited Partner shall govern with respect to such Limited Partner notwithstanding any other provision of this Subscription Agreement or the Partnership Agreement.

Any claim, controversy, dispute or action relating in any way to this Subscription Agreement or the subject matter of this Subscription Agreement shall be governed solely by the laws of the Cayman Islands.

14. Any term or provision of this Subscription Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Subscription Agreement or affecting the validity or unenforceability of any of the terms or provisions of this Subscription Agreement in any other jurisdiction.

15. The Subscriber hereby constitutes and appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign and file the Partnership Agreement, any amendments thereto required in order to effectuate any change in the membership of the Partnership or pursuant to the terms of the Partnership Agreement and all such other instruments, documents and certificates which may from time to time be required by the laws of the Cayman Islands or the laws of any jurisdiction in which the Partnership, the General Partner or the Investment Manager are doing business or any political subdivision or agency thereof, to effectuate, implement and continue the valid and subsisting existence of the Partnership or to dissolve the Partnership. The power of attorney granted hereby is coupled with an interest and will: (i) survive and not be affected by the subsequent dissolution, termination or bankruptcy of the Subscriber granting the same or the transfer of all or any portion of the Subscriber's Units in the Partnership and (ii) extend to the Subscriber's successors, assigns, heirs, estates, executors, shareholders, partners, administrators and personal representatives. The foregoing power of attorney may be exercised by such attorney-in-fact either by signing separately as attorney-in-fact for the Subscriber or, by executing any agreement, certificate, instrument or document with the signature of such attorney-in-fact acting as attorney-in-fact for all of the Limited Partners.

By executing the signature page to this Subscription Agreement, the Subscriber agrees to adhere to and be bound by the foregoing and the terms of the Partnership Agreement.

*[remainder of page intentionally left blank]*

## PROSPECTIVE INVESTOR QUESTIONNAIRE

The Prospective Investor Questionnaire contains three parts. Prospective investors should complete each applicable part.

**Part I:** To be completed by all prospective investors.

**Part II:** To be completed by individuals.

**Part III:** To be completed by corporations, limited liability companies, partnerships, trusts and other entities.

**Part IV:** To be completed by all prospective investors.

In addition, each prospective investor must submit to the General Partner a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP, as applicable, to claim an exemption from: (a) U.S. information and back-up withholding, (b) U.S. withholding tax on portfolio interest, (c) U.S. withholding tax on U.S.-source interest or dividend under any applicable income tax treaty, (d) U.S. withholding tax because income is effectively connected with the conduct of a U.S. trade or business or (e) U.S. withholding tax because the recipient is an exempt non-United States government or international organization. Please refer to <http://apps.irs.gov/app/picklist/list/formsPublications.html> to obtain such Forms. Each prospective investor must also return to the Administrator a fully completed and executed Annex B or Annex C (as applicable), provided with these Subscription Documents as an attachment or as a separate document.

Corporations, limited liability companies, partnerships, trusts and other entities must attach appropriate authorizing instruments (e.g., corporate resolutions, limited liability company operating agreement, partnership agreement or trust instrument) and a list of authorized signatories.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, the Subscriber understands that the General Partner and/or the Investment Manager may present this Prospective Investor Questionnaire to such parties as the General Partner and/or the Investment Manager, in their sole and absolute discretion, deem appropriate if: (i) called upon to establish that the General Partner and/or the Investment Manager is in compliance with the U.S. Investment Advisers Act of 1940, as amended ("**Advisers Act**"), (ii) called upon to establish that the Partnership has complied with all applicable statutes, rules or regulations governing tax withholding and information reporting, (iii) the contents hereof are relevant to any issue in any action, suit or proceeding to which the Partnership, the General Partner and/or the Investment Manager is a party or by which it is or may be bound, or (iv) necessary to comply with any applicable anti-money laundering or anti-terror laws, rules and regulations. The General Partner and/or the Investment Manager may also disclose, in connection with this offering or the operations of the Partnership, the name of the Subscriber and the amount of the Subscriber's capital contribution to the Partnership. In addition, nothing in this paragraph shall preclude the Partnership, the General Partner or the Investment Manager from disclosing any information contained in this Prospective Investor Questionnaire to any governmental agency if relevant to any audit, examination or review by such agency of the Partnership's activities, returns, statements or filings or in connection with any request, advice or application sought or filed by the Partnership with such agency. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Subscription Agreement to which this Prospective Investor Questionnaire is attached or the Partnership Agreement.

*[remainder of page intentionally left blank]*

**PART I – SUBSCRIBER INFORMATION PAGE**

Subscriber Name: \_\_\_\_\_ Joint Subscriber Name (if necessary): \_\_\_\_\_

-or-

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

Subscriber Date of Birth/Date of Incorporation or Formation: \_\_\_\_\_ Joint Subscriber Date of Birth/Date of Incorporation or Formation (if necessary): \_\_\_\_\_

Country in which the Subscription Agreement was signed: \_\_\_\_\_

**Residence (for individuals) or Principal Place of Business (for entities) (May not be a P.O. Box):**

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Mailing Address (if other than above)**

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Subscriber Type:**

Individual  Joint Tenants with Right of Survivorship  Trust  Partnership  Corporation  LLC

Tenants in Common  Other: \_\_\_\_\_

**Form PF Investor Type:**

Under the reporting requirements on Form PF (Reporting Form for Investment Advisers to Private Funds and Certain Commodity Pool Operators and Commodity Trading Advisors), a reporting entity must organize its investors by certain specified investor groups set forth in Form PF. Accordingly, please check below the investor type that best describes the Subscriber. (If the Subscriber is acting as trustee, agent, representative or nominee for a beneficial owner, please check the item that best describes the beneficial owner.)

**Please check one:**

- Individual that is a United States person<sup>2</sup> (or a trust of such a person)
- Individual that is not a United States person (or a trust of such a person)
- Broker-dealer

<sup>2</sup> For purposes of Form PF, the term "United States person" has the meaning provided in Rule 203(m)-1 under the Advisers Act, which includes any natural person that is resident in the United States.

- Insurance company
- Investment company registered with the SEC
- Private fund<sup>3</sup>
- Non-profit
- Pension plan (other than a governmental pension plan)
- Banking or thrift institution (proprietary)
- State or municipal government entity (other than a governmental pension plan)
- State or municipal government pension plan
- Sovereign wealth fund or foreign official institution
- Investor that is not a United States person and about which the foregoing beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries
- Other (please specify): \_\_\_\_\_

**Payment Information:**

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

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

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

**Was the Subscriber referred to the Partnership by a placement agent?**

Yes  No

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

**Pay-to-Play Representations:**

If the Subscriber is an entity substantially owned by a government entity (e.g., a single investor vehicle) and the investment decisions of such entity are made or directed by such government entity, please provide the name of the government entity:

\_\_\_\_\_

Please note that, if the Subscriber enters the name of a government entity in response to the question above, the Partnership will treat the Subscriber as if it were the government entity for purposes of Rule 206(4)-5 (the "**Pay-to-Play Rule**") promulgated under the Advisers Act.

If the Subscriber is (i) a government entity, (ii) acting as trustee, custodian or nominee for a beneficial owner that is a government entity, or (iii) an entity described in the question above, the Subscriber hereby certifies that:

(Please Initial) \_\_\_\_\_ other than the Pay-to-Play Rule, no "pay-to-play" or other similar compliance obligations would be imposed on the Partnership, the Investment Manager or their respective affiliates in connection with the Subscriber's subscription.

\_\_\_\_\_

<sup>3</sup> For purposes of Form PF, the term "private fund" means any issuer that would be an investment company as defined in Section 3 of the U.S. Investment Company Act of 1940, as amended, but for Section 3(c)(1) or 3(c)(7) thereof.

If the Subscriber cannot make the foregoing certification, please indicate in the space below all other “pay-to-play” laws, rules or guidelines, or lobbyist disclosure laws or rules, the Partnership, the Investment Manager or their respective affiliates, employees or third-party placement agents would be subject to in connection with the Subscriber’s subscription:

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**COMMUNICATIONS TO SUBSCRIBER:**

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

- Residence or Principal Place of Business
- Mailing Address

**Note:** All communication by the Administrator will be in electronic form (either email or via a web portal). If you wish to receive physical mail, please note that there may be an additional administrative charge applied to your investment in the Partnership.

**Duplicate communications should be sent to an authorized representative as follows (complete if desired; otherwise, leave blank):**

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

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

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

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

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

	Email/Web-based Delivery	Mail
Subscriber	<input type="checkbox"/>	<input type="checkbox"/>
Authorized Representative	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** All communication by the Administrator will be in electronic form (either email or via a web portal). If you wish to receive physical mail, please note that there may be an additional administrative charge applied to your investment in the Partnership.

**Electronic Delivery of Reports and Other Communications:**

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

Do you consent to the sending of such statements, reports and other communications regarding the Partnership and your investment in the Partnership (including Net Asset Value information, subscription and withdrawal activity, and annual and other updates of the Partnership’s consumer privacy policies and procedures) exclusively in



electronic form without separate mailing of paper copies?

Yes  No

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

**Compliance with Cayman Islands Anti-Money Laundering Regulations (as amended):**

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

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

\_\_\_\_\_

2. Is the Wiring Bank located in an "**FATF Member**"<sup>4</sup>?

Yes  No

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

If **no**, please provide the information described in Footnote 5 below and contact the General Partner and the Administrator.<sup>5</sup>

<sup>4</sup> As of April 1, 2019, members of the Financial Action Task Force on Money Laundering (each, an "**FATF Member**") include: Argentina; Australia; Austria; Belgium; Brazil; Canada; China; Denmark; the European Commission; Finland; France; Germany; Greece; the Gulf Co-operation Council; Hong Kong, China; Iceland; India; Ireland; Italy; Japan; the Kingdom of the Netherlands (including the Netherlands, Aruba, Curaçao and Saint Maarten); Luxembourg; Malaysia; Mexico; New Zealand; Norway; Portugal; the Republic of Korea; the Russian Federation; Singapore; South Africa; Spain; Sweden; Switzerland; Turkey; the United Kingdom; and the United States. This list may be expanded, from time to time, to include future FATF Members and FATF-compliant countries, as appropriate.

<sup>5</sup> Subscribers who responded "no" to question 2 or 3 of "Compliance with Cayman Islands Anti-Money Laundering Regulations (as amended)" above must provide the following additional information and materials to the Administrator, and contact the General Partner and the Administrator to obtain further anti-money laundering schedules:

**For Individual Investors:** (i) a government-issued form of picture identification (e.g., passport or driver's license); and (ii) proof of the individual's current address (e.g., current utility bill), if not included in the form of picture identification.

**For Funds-of-Funds or Entities that Invest on Behalf of Third Parties Not Located in an FATF Member:** (i) a certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing); (ii) an incumbency certificate attesting to the title of the individual executing the Subscription Agreement on behalf of the prospective Subscriber; (iii) a completed form certifying that the entity has adequate anti-money laundering policies and procedures in place that are consistent with all relevant anti-money laundering laws and regulations; and (iv) a letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located, in an FATF Member certifying that the prospective Subscriber (i.e., the fund-of-funds or the entity investing on behalf of third parties) has maintained an account at such bank/brokerage firm for a length of time and containing a statement affirming the prospective Subscriber's integrity.

**For All Other Entity Subscribers:** (i) a certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing); (ii) an incumbency certificate attesting to the title of the individual executing the Subscription Agreement on behalf of the prospective Subscriber; (iii) a letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located, in an FATF Member certifying that the prospective Subscriber has maintained an account at such bank/brokerage firm for a length of time and containing a statement affirming the prospective Subscriber's integrity; (iv) if the prospective Subscriber is a privately-held entity, a completed form listing the name of each person who directly, or indirectly through intermediaries, is the beneficial owner of 25% or

3. Are you a customer of the Wiring Bank?

Yes       No

If **yes**, the information described in Footnote 5 is not required.

If **no**, please provide the information described in Footnote 5 and contact the General Partner and the Administrator.

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more of any voting or non-voting class of equity interests of the prospective Subscriber; and (v) if the prospective Subscriber is a trust, a list of current beneficiaries of the trust that have, directly or indirectly, 25% or more of any interest in the trust, the settlors or grantors of the trust, and the trustees.

**PART II – TO BE COMPLETED BY INDIVIDUALS**

**A. General Information**

1. Is the Subscriber subscribing for a Unit as agent, nominee, trustee or otherwise on behalf of, for the account of or jointly with any other person or entity?

Yes       No

2. Will any other person or persons have a beneficial interest in the Unit acquired?

Yes       No

3. Does the Subscriber control any other existing or prospective investor in the Partnership?

Yes       No

*PLEASE NOTE: If any of the above questions were answered "Yes", please provide identifying information or contact the General Partner and the Administrator.*

4. Citizenship of the Subscriber: \_\_\_\_\_

5. Date of Birth of the Subscriber: \_\_\_\_\_

6. Is the Subscriber an employee, officer or agent of, or in any way affiliated with, the General Partner, the Investment Manager or the Partnership?

Yes       No

If yes, please describe the relationship below.

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

7. Is the Subscriber a senior government, political or military official, or an immediate family member or close associate of such person (a "politically exposed person")?

Yes       No

If yes, (a) which government? \_\_\_\_\_

(b) what position in the government? \_\_\_\_\_

(c) if an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person? \_\_\_\_\_

**B. Subscriber Qualification**

**1. Tax Information**

(a) The Subscriber is not a United States citizen or resident of the United States.

Confirmed

Has the Subscriber included a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP, as applicable, with this Prospective Investor Questionnaire?

Yes       No

(b) If you are purchasing a Unit with your spouse, your spouse is not a United States citizen or resident of the United States.

Confirmed

(c) Please provide your country of residence for tax purposes (and that of your spouse, if applicable):

\_\_\_\_\_

(d) The Subscriber reports income for income tax purposes on the following basis:

calendar year taxable year;

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

N/A

*[remainder of page intentionally left blank]*

**PART III – TO BE COMPLETED BY CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, TRUSTS AND OTHER ENTITIES**

**A. General Information**

1. Is the Subscriber subscribing for a Unit as agent, nominee, trustee or otherwise on behalf of, for the account of or jointly with any other person or entity?

Yes       No

2. Will any other person or persons have a beneficial interest in the Unit acquired (other than as a shareholder, partner, member, trust beneficiary or other beneficial owner of equity interests in the Subscriber)?

Yes       No

3. Does the Subscriber control, or is the Subscriber controlled by or under common control with, any other existing or prospective investor in the Partnership?

Yes       No

*PLEASE NOTE: If any of the above questions were answered "Yes", please provide identifying information or contact the General Partner and the Administrator.*

4. Legal form of the Subscriber: \_\_\_\_\_

5. Jurisdiction in which the Subscriber was incorporated or formed:  
\_\_\_\_\_

6. Date of incorporation or formation of the Subscriber: \_\_\_\_\_

7. Is the Subscriber an employee, officer or agent of, or in any way affiliated with, the General Partner, the Investment Manager or the Partnership?

Yes       No

If yes, please describe the relationship below.

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

8. Is the Subscriber in any way affiliated with a senior government, political or military official, or an immediate family member or close associate of such person (a "politically exposed person")?

Yes       No

If yes, (a) which government? \_\_\_\_\_

(b) what position in the government? \_\_\_\_\_

(c) if an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person? \_\_\_\_\_

9. Authorized individual who is executing the Subscription Agreement on behalf of the investing entity is:

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

Current position or title: \_\_\_\_\_

Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
Email: \_\_\_\_\_

**B. Subscriber Qualification**

**1. Tax Information**

- (a) The Subscriber is not a "United States person" as defined in Section 7701(a)(30) of the Code and the regulations promulgated thereunder.<sup>6</sup>

Confirmed

Has the Subscriber included a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8IMY or Form W-8EXP, as applicable, with this Prospective Investor Questionnaire?

Yes  No

- (b) Please provide the Subscriber's country of residence for tax purposes:

\_\_\_\_\_

- (c) The Subscriber reports income for income tax purposes on the following basis:

- calendar year taxable year;  
 other taxable year (please specify): \_\_\_\_\_; or  
 N/A

**2. Supplemental Data**

- (a) Was the Subscriber organized or reorganized for the specific purpose of acquiring Units in the Partnership?

Yes  No

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

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

Yes  No

*[remainder of page intentionally left blank]*

\_\_\_\_\_

<sup>6</sup> As per Section 7701(a)(30) of the Code and the regulations promulgated thereunder, "United States person" means: (i) a citizen or resident of the United States, (ii) a U.S. partnership, (iii) a U.S. corporation, (iv) any estate (other than a non-United States estate, within the meaning of Section 7701(a)(31) of the Code), (v) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or (vi) any trust which has elected to be taxed as a trust described in (v).

**PART IV – TO BE COMPLETED BY ALL PROSPECTIVE INVESTORS**

***Complete Part 1, 2 and 3 OR Part 4 overleaf***

**PART 1 – Investor Identification**

**For all individual, IRA & joint tenant investors:**

Full Name	Date of Birth	Social Security Number or Tax ID	Government Issued Photo Identification* and Utility bill as proof of residential address	Photo ID supplied
				<input type="checkbox"/>
				<input type="checkbox"/>

Source of Funds (Details of Employment/ Business):

\_\_\_\_\_

\_\_\_\_\_

**For Entity Investors:**

For the entity itself:

Regulated Entity:       YES    NO      REGULATOR: \_\_\_\_\_

Publicly Traded Entity:    YES    NO      TICKER SYMBOL: \_\_\_\_\_

Entity type	Document	Tax ID	Document attached
Trust	Trust deed		<input type="checkbox"/>
LLC/ LTD	Formation document		<input type="checkbox"/>
Partnership	Partnership agreement		<input type="checkbox"/>
Non-Profit	IRS Determination Letter		<input type="checkbox"/>
Employee Benefit Plans	Formation document or IRS Determination Letter		<input type="checkbox"/>
Custodian Bank	Formation document		<input type="checkbox"/>
Profit Sharing Plan	Formation document		<input type="checkbox"/>

List all individuals that beneficially own 10% or more of the entity:

Full Name	Date of Birth	Social Security Number or Tax ID	Government Issued Photo Identification* and Utility bill as proof of residential address	Photo ID supplied
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Source of Funds (Details of Employment/ Business):

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N.B If any of the above are indirect owners, then please provide documented evidence of the ownership structure of such indirect Intermediary Entities

**PART 2 – Controller identification**

**For the individual(s) who executed the subscription document or any individual(s) with Principal Control over the Entities assets and any person (or persons) on whose instructions the signatories on the account are to act.**

Full Name	Date of Birth	Social Security Number or Tax ID	Government Issued Photo Identification* and Utility bill as proof of residential address	Photo ID supplied
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**PART 3 – Authorized User(s)**

**Authorized users will have authority to make change requests to the accounts profile, make requests for transactions on behalf of the account and satisfy requests for outstanding compliance materials - via the Administrator’s investor portal.**

Full Name	Email Address

**Please note the above requirements is not exhaustive. Depending on the information / documentation received Opus may request further details from Investors to fully satisfy Regulatory and Opus’s internal AML obligations**

\* A clear photograph or scanned copy of a signed and non-expired government issued photo identification card for all individuals listed must be provided with the subscription application. Also acceptable is a photo or scanned copy of a current passport in addition to a recent (issued within the preceding 3 months) copy of a utility bill. If not in English, a certified translation must also be provided.



I, hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Name: \_\_\_\_\_ Title/ Position: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This page constitutes the signature page for the Subscription Agreement, the Prospective Investor Questionnaire and the Amended and Restated Exempted Limited Partnership Agreement, and execution of this signature page constitutes execution of each.

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement, the Prospective Investor Questionnaire and the Amended and Restated Exempted Limited Partnership Agreement as a deed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\$ \_\_\_\_\_  
Capital Contribution

**For Individuals:**

\_\_\_\_\_  
Name of Prospective Investor (print or type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Joint Prospective Investor (print or type)  
(if applicable)

\_\_\_\_\_  
(Joint Signature, if applicable)

\_\_\_\_\_  
Witness Signature  
Name:  
Address:  
Occupation:

**For Entities (executed as a deed under seal, if applicable):**

\_\_\_\_\_  
Name of Prospective Investor (print or type)

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Witness Signature  
Name:  
Address:  
Occupation:

\$ \_\_\_\_\_  
Capital Contribution Accepted

Accepted and Agreed, as of \_\_\_\_\_, 20\_\_\_\_

Effective Date of Initial Capital Contribution: \_\_\_\_\_, 20\_\_\_\_

**BLACKOAK ALPHA GROWTH MASTER FUND, LP**

By: BOAGF GP, LLC, as its general partner

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Witness Signature  
Name:  
Address:  
Occupation:

## 1. PURPOSE OF THIS NOTICE

- 1.1 This notice (the “**Privacy Notice**”) applies to information the Partnership or any of its subsidiaries (collectively referred to as the “**Fund**”) holds about you as an investor in the Fund, whether you are a past, present or prospective investor, as well as its officers.
- 1.2 Wherever we have said “we”, “our” or “us”, we mean the Fund. “You” or “yours” refers to you as a past, present or prospective investor in the Fund and an officer of the Fund.
- 1.3 This Privacy Notice explains what information the Fund collects about you and individuals connected to your business, how we’ll use that information, who we’ll share it with, the circumstances when we’ll share it, and what steps we’ll take to make sure it stays private and secure. It continues to apply even if your relationship with us ends. It should also be read alongside your other documentation you have with the Fund (such as contracts, terms and conditions, subscription agreements and the like) as these may include sections relating to the use and disclosure of information. Where there is any conflict between the terms of this Privacy Notice and any other document in relation to data protection the terms of this Privacy Notice shall prevail, although its contents are not contractual.
- 1.4 An “*individual connected to your business*” could be any guarantor, a director, officer or employee of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, recipient of a designated payment, your attorney or representative (e.g. authorised signatories), agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with us. Whenever we say “you”, “individuals connected to your business” should be read as included as well.
- 1.5 For the purpose of this Privacy Notice, the Fund will act as data controller in accordance with the Cayman Islands Data Protection Law (as amended from time to time) (the “**Law**”). The Fund may also process personal data from other entities of the Alpha Growth group from time to time.
- 1.6 Please ensure that any relevant individuals are made aware of this Privacy Notice and the individual rights and information it sets out, prior to providing their information to us or our obtaining their information from another source. If you, or anyone else on your behalf, has provided or provides information on an individual connected to your business to us (or any member of the Alpha Growth group), you or they must first ensure that you or they have the authority and appropriate legal basis to do so.

## 2. INFORMATION WE COLLECT

- 2.1 This Privacy Notice is concerned with personal information (also called personal data) we collect about you. Personal data means any data by which you as an individual can be directly or indirectly (e.g. if several pieces of data are combined) be identified. Data which is completely anonymised or de-personalised will not count as personal data.

2.2 Some of the personal data we hold about you will have been supplied by yourself. Other personal information come from your financial advisor, solicitors, broker, employer or other intermediary, other members of the Alpha Growth group, or other sources you've asked us to obtain information from. We might also get some of it from publicly available sources.

2.3 We will usually collect personal information such as:

- (a) personal details (e.g. name, previous names, gender, date and place of birth, occupation and/or source of wealth);
- (b) identification materials we may need for our compliance obligations (e.g. a copy of your passport or national identity card, national insurance number, utility bills, financial details etc.);
- (c) contact details (e.g. address, email address, position in company, landline and mobile numbers);
- (d) other information about you which you may have provided us with during the course of our relationship with you, e.g. by filling out forms or during face-to-face contact, telephone, email and the like;
- (e) financial information and information about your relationship with us, including your ways of interacting with us, your investments and interactions with the Fund, transactions records, bank feeds, market trades, sort code and account numbers of relevant accounts or payments made by us into your account;
- (f) complaints or disputes you may have had with us or other members of the Alpha Growth group and details of the underlying transaction (where applicable);
- (g) information about you which is a matter of public record or readily obtainable and which we deem relevant in relation to your dealings with the Fund (media, court judgements, credit checks etc.);
- (h) sales and marketing information (e.g. offers you have received from us and how you reacted to them);
- (i) records of correspondence and other communications between you and your representatives and the Fund, including email, telephone calls, letters and the like;
- (j) information that we need to support our regulatory obligations (e.g. information about transaction details, detection of any suspicious and unusual activity and information about parties connected to you or these activities);
- (k) information from third party providers who assist us to combat fraud, money laundering and other crimes; and
- (l) information you asked and authorised us to collect for or about you, such as information about your accounts from your bankers.

2.4 We may also collect certain types of sensitive or special category data about you, such as details about any criminal records or information about your health, political affiliations, ethnicity or religious beliefs.

### 3. HOW WE WILL USE PERSONAL DATA

3.1 We will only use your personal information when the Law allows us to. Most commonly, we will use your personal information in the following circumstances:

- (a) Where we need to perform the contract we have entered into with you.
- (b) Where we need to comply with a legal or regulatory obligation.
- (c) Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.
- (d) Where we need to protect your interests (or someone else's interests).
- (e) Where it is needed in the public interest or for official purposes (such as compliance with a court order or regulatory direction).

3.2 Based on the reasons for using your data noted in 3.1 above, the purposes for which we use your information as an investor commonly include:

- (a) to carry out your instructions as an investor in the Fund (contractual performance, legitimate interests);
- (b) to make offers and promotions to you (legitimate interests);
- (c) to pay out dividends or make other payments to you (contractual performance, legal obligation);
- (d) to communicate with you regarding your investments and relationship with the Fund including inviting you to attend meetings (contractual performance, legitimate interests);
- (e) to undertake data analytics to better understand our investors' motivations and strategies and as a result improve or adjust strategy and performance of the Fund (legitimate interests);
- (f) to protect our legal rights and complying with our legal obligations, including combatting financial crime (legal compliance, public interest);
- (g) to conduct market research (legitimate interest);
- (h) to conduct risk management (legitimate interest, public interest, legal obligation);
- (i) to verify your identity and/or whether you are a politically exposed person in accordance with our legal obligations to undertake screening (legal obligation);

3.3 Based on the reasons for using your data noted in 3.1 above, the purposes for which we use your information as an employer, officer or contractor commonly include:

- (a) paying you, providing with benefits which may include pension, private health insurance, life insurance or permanent health insurance and administering the contract we have entered into with you (contractual performance);
- (b) deducting tax and social security contributions (legal obligation);
- (c) determining the terms on which you are appointed and about your continued engagement (legitimate interests); and
- (d) inviting you to board meetings and providing you with information about the performance of the Fund (legitimate interests; legal obligation).

#### 4. **WHO WE MIGHT SHARE YOUR PERSONAL DATA WITH**

4.1 We may share relevant personal information of yours with other parties where it is lawful to do so, including where:

- (a) it is necessary to comply with our contractual obligations or with your instructions;
- (b) we have a public or legal duty to do so (e.g. to assist with detecting and preventing fraud, tax evasion and financial crime or compliance with a court order);
- (c) we are obligated to in connection with regulatory reporting, litigation or asserting or defending legal rights and interests;
- (d) the Fund has a legitimate business reason for doing so (eg to manage risk, verify identity, enable another business to provide you with services you've requested, or assess your suitability for investing with the Fund);
- (e) we have asked you if we can share it, and you gave consent;

4.2 Parties we might share your personal information with can include (without limitation):

- (a) fund managers, brokers, sponsors and market makers, registrars, listing agents;
- (b) any trustees, beneficiaries, administrators or executors;
- (c) people who give guarantees or other security for any amounts you owe us;
- (d) banks you instruct us to make payments to and receive payments from;
- (e) third parties who manage the investments on our behalf, including investment managers, letting agents, stockbrokers;

- (f) other financial institutions, lenders and holders of security over any property or assets, tax authorities, stock market authorities, trade associations, credit reference agencies, payment service providers and debt recovery agents;
- (g) any people or companies where required in connection with potential or actual corporate restructuring, merger, acquisition or takeover, including any transfer or potential transfer of any of our rights or duties under our agreement with you;
- (h) law enforcement, government, courts, dispute resolution bodies, our regulators, auditors and any party appointed or requested by our regulators to carry out investigations or audits of our activities;
- (i) other parties involved in any disputes, including disputed transactions;
- (j) fraud prevention agencies who'll also use personal data to detect and prevent fraud and other financial crime and to verify your identity;
- (k) anyone who provides instructions to us on your behalf (e.g. under a Power of Attorney, solicitors, intermediaries, investment managers etc.);
- (l) anybody else that you instructed us to share your information with by you;
- (m) insurers who may provide cover for your investment with us;

4.3 We might share aggregated and/or anonymised or de-personalised data with third parties for analytics, marketing and research purposes. Where we do so, we will ensure that neither you nor any other person will be identifiable from the data.

## 5. RETENTION OF PERSONAL DATA

5.1 The Fund keeps personal data only for as long as it is necessary for the specific purpose the data was collected for or as long as we are required by applicable laws and regulation. The Fund is generally required to retain its records for at least five (5) years from the date the relationship with an investor ends or potentially longer, depending on the kind of data and relevant laws and regulations applicable to it.

5.2 We may keep personal data likewise for longer periods where we have a legitimate interest for doing so, for instance to address complaints, assert or defend our rights in litigation or other dispute resolution procedures or to respond to requests from regulators or assist judicial authorities.

5.3 Any information we are not required to hold for any minimum period and for which there is no purpose in us holding it anymore will be deleted, destroyed or returned to you more promptly.

5.4 Where the Fund shared your personal data with third parties, the privacy notices and laws and regulations of the third party will determine how long they will have to retain your data.



## 6. INTERNATIONAL TRANSFERS OF PERSONAL DATA

- 6.1 Where we have to transfer personal data outside of the Cayman Islands we will ensure that the transfer is lawful and that the data is appropriately secure and protected. Where necessary, we will ensure that separate and appropriate legal agreements are put in place.
- 6.2 Reasons for having to transfer your personal data outside the Cayman Islands may include:
- (a) we need to carry out our contract with you;
  - (b) we have to fulfil a legal obligation;
  - (c) we need to protect the public interest; and / or
  - (d) for your or our legitimate interests.
- 6.3 In some countries the law might compel the Fund to share certain information (e.g. with tax authorities). We will only share any information with parties who have the lawful authority and right to see it and only to the extent that such parties are permitted to see it.

## 7. INDIVIDUALS' RIGHTS

- 7.1 As an individual or "data subject", you have certain rights in relation to your personal data. These rights include:
- (a) the right to access information we hold about you and to obtain information about how we process it;
  - (b) the right to object to and withdraw your consent to the Fund's processing of your information. This right can be exercised at any time. However, the Fund may continue to process your personal information if there is another legitimate reason or legal obligation for doing so. Please also note that depending on which kind of processing you object to, the Fund may no longer be able to perform its contractual obligations with you.
  - (c) in some circumstances, you have the right to receive certain information you have provided to us in an electronic format and / or request that we transmit it to a third party;
  - (d) the right to request that we rectify information we hold about you if it is inaccurate or incomplete;
  - (e) in some circumstances, you have the right to request that erasure and deletion of personal data we hold. We may however continue to retain it if we are entitled or required by law to do so;
  - (f) the right to object to, and to request that we restrict, our processing of your information in some circumstances. Please note that despite this general right we may be entitled under law to continue processing the information and / or to refuse that request.
- 7.2 You also have the right to complain to the data protection regulator in the Cayman Islands, which is the Office of the Ombudsman. You can access their website here: [ombudsman.ky](http://ombudsman.ky)

7.3 You may also be able to seek redress for any violation of your data protection rights in the Cayman Islands courts or challenge a decision by the regulator.

## 8. MISCELLANEOUS

8.1 Please ensure that any data you give us or ask third parties to provide to us is up to date, accurate and complete in all respects. Please inform us about any changes as soon as reasonably possible.

8.2 We use a range of measures to keep information safe and secure which may include encryption and other forms of security. We require our staff and any third parties who carry out any work on the Fund's behalf to comply with appropriate compliance standards including obligations to protect any information and applying appropriate measures for the use and transfer of information. If you wish to know more about our data protection measures, please contact us (details provided below).

8.3 This Privacy Notice is governed by the laws of the Cayman Islands. Any dispute arising from or in connection with this Privacy Notice is subject to the exclusive jurisdiction of the Cayman Islands courts.

## 9. CONTACT US

For any further questions or queries in relation to this Privacy Notice, please get in touch with your usual contact or:

Write to: [ADDRESS / FAO: Data Protection Officer]

Telephone:

Email:

**ADDITIONAL CONTRIBUTION FORM**

BlackOak Alpha Growth Master Fund, LP

If sending by **courier**:  
c/o Opus Fund Services (Bermuda) Ltd.  
12 Church Street, 4<sup>th</sup> Floor  
Hamilton, HM11  
Bermuda

If sending by **regular post**:  
c/o Opus Fund Services (Bermuda) Ltd.  
PO Box 2022  
Hamilton, HMHX  
Bermuda

**Contact:** Investor Relations  
**Investor Relations Phone:** (441) 234 0004  
**Facsimile:** (441) 234 1004  
**Email:** investorrelations@opusfundservices.com

Dear Sir or Madam:

The undersigned hereby wishes to make an additional capital contribution ("**Additional Capital Contribution**") to BlackOak Alpha Growth Master Fund, LP, a Cayman Islands exempted limited partnership (the "**Partnership**"). Subject to the discretion of the Partnership's general partner, BOAGF GP, LLC, a Cayman Islands limited liability company (the "**General Partner**"), to accept a lower amount, the minimum Additional Capital Contribution is \$50,000. The amount of the undersigned's Additional Capital Contribution is: \$\_\_\_\_\_.

The undersigned acknowledges and agrees that: (i) the undersigned is making the Additional Capital Contribution on the terms and conditions contained in the Subscription Agreement, dated \_\_\_\_\_, previously executed by the undersigned and accepted by the General Partner (the "**Subscription Agreement**"); (ii) the representations of the undersigned contained in the Subscription Agreement are true and correct in all material respects as of the date set forth below; (iii) the undersigned has complied in all material respects through the date set forth below with all covenants contained in the Subscription Agreement; and (iv) the information provided by the undersigned in the Prospective Investor Questionnaire submitted with the Subscription Agreement is true and correct as of the date set forth below. **THE UNDERSIGNED AGREES TO NOTIFY THE PARTNERSHIP PROMPTLY SHOULD THERE BE ANY CHANGE IN ANY OF THE FOREGOING INFORMATION.**

**Dated:** \_\_\_\_\_

**For Individuals:**

**For Entities (executed as a deed under seal, if applicable):**

\_\_\_\_\_  
Name of Investor (print or type)

\_\_\_\_\_  
Name of Investor (print or type)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Joint Investor (print or type) (if applicable)

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

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

\_\_\_\_\_  
(Joint Signature, if applicable)

\_\_\_\_\_  
Witness Signature

Name:

Address:

Occupation:

\_\_\_\_\_  
Witness Signature  
Name:

Address:  
Occupation:

**FOR INTERNAL USE ONLY:**

\$ \_\_\_\_\_  
Additional Capital Contribution Accepted

Accepted and Agreed, as of \_\_\_\_\_, 20\_\_

Effective Date of Additional Capital Contribution: \_\_\_\_\_, 20\_\_

**BLACKOAK ALPHA GROWTH MASTER FUND, LP**

By: BOAGF GP, LLC, as its general partner

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Witness Signature  
Name:  
Address:  
Occupation:

**REQUEST FOR WITHDRAWAL OF LIMITED PARTNER UNIT**

BlackOak Alpha Growth Master Fund, LP

If sending by **courier**:

c/o Opus Fund Services (Bermuda) Ltd.  
12 Church Street, 4<sup>th</sup> Floor  
Hamilton, HM11  
Bermuda

If sending by **regular post**:

c/o Opus Fund Services (Bermuda) Ltd.  
PO Box 2022  
Hamilton, HMHX  
Bermuda

**Contact:** Investor Relations

**Investor Relations Phone:** (441) 234 0004

**Facsimile:** (441) 234 1004

**Email:** investorrelations@opusfundservices.com

Dear Sir or Madam:

The undersigned limited partner ("**Limited Partner**") of BlackOak Alpha Growth Master Fund, LP, a Cayman Islands exempted limited partnership (the "**Partnership**"), hereby requests that the Partnership withdraw from the Limited Partner's capital in the Partnership and pay the following amount to the Limited Partner as directed below:

**(check one)**

- the Limited Partner's entire investment in the Partnership; or
- \$ \_\_\_\_\_

on the next available Withdrawal Date (as defined in the Amended and Restated Exempted Limited Partnership Agreement of the Partnership) following receipt of this letter.<sup>7</sup> In the event that, after giving effect to such withdrawal, the aggregate Net Asset Value of all of a Limited Partner's Units would be less than \$250,000, please:

**(check one)**

- disregard this Request for Withdrawal; or
- withdraw all of the remaining balance on such Withdrawal Date.

\_\_\_\_\_

<sup>7</sup> Except as otherwise provided in the Partnership's governing documents, this Request for Withdrawal: (i) must be (a) received at least 90 days prior to a Withdrawal Date, subject to all applicable restrictions, (b) unconditional, and (c) for at least \$25,000; and (ii) is irrevocable by the Limited Partner.



**Note: Withdrawal proceeds shall be paid to the same account from which the Limited Partner's investment in the Partnership was originally remitted, unless the Partnership's general partner, in its sole discretion, agrees otherwise.**

**For Individuals:**

\_\_\_\_\_  
Name of Investor (print or type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name of Joint Investor (print or type) (if applicable)

\_\_\_\_\_  
(Joint Signature, if applicable)

\_\_\_\_\_  
(Date)

Mailing Address of Investor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name:  
Address:  
Occupation:

**For Entities (executed as a deed under seal, if applicable):**

\_\_\_\_\_  
Name of Investor (print or type)

By: \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
(Date)

Mailing Address of Investor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Name:  
Address:  
Occupation: