

# SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY



## ALPINE SPRING PRIVATE VENTURE & GROWTH FUND (a trust formed under the laws of the Province of British Columbia)

**TO:** Alpine SPRING Private Venture & Growth Fund (the “**Fund**”)  
c/o Spartan Fund Management Inc.  
150 King Street West, Suite 200  
Toronto, Ontario, Canada M5H 1J9

**AND TO:** Spartan Fund Management Inc. (the “**Manager**”)

**AND TO:** CIBC Asset Management Inc. (the “**Servicing Agent**”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and offers to purchase securities of the Fund, being the Subscription Receipts (defined below) and units of the Fund (“**Units**”) of the class of Units (each class of Units, a “**Class**”) indicated herein at a price per Unit equal to the initial offering price of US\$100.00 per Unit for the U.S. Dollar Classes (as defined below) or C\$100.00 per Unit for the Canadian Dollar Classes (as defined below), or, following the initial closing of the offering of the applicable Class, at a price per Unit equal to the Net Asset Value per Unit (defined below) of the applicable Class or series of such Class, as applicable, all in accordance with the terms and conditions set out herein, in the Confidential Offering Memorandum of the Fund dated as of February 27, 2026, as same may be amended, restated and/or supplemented from time to time (the “**Offering Memorandum**”) and in the Fund’s fifth amended and restated declaration of trust dated as of February 27, 2026, as same may be amended, restated and/or supplemented from time to time (the “**Declaration of Trust**”).

By submitting this subscription: (i) the Subscriber acknowledges having received and read the Offering Memorandum and the Declaration of Trust and acknowledges that the Fund, the trustee of the Fund (the “**Trustee**”, being Spartan Fund Management Inc.) and the Manager are relying on the representations, warranties, acknowledgements, agreements, covenants and certifications set out herein; and (ii) the Subscriber hereby grants to the Manager the power of attorney set out herein.

Unless otherwise defined or the context otherwise requires, all capitalized terms used in this subscription agreement and power of attorney and the schedules hereto (collectively, the “**Subscription Agreement**”) have the meanings given to them in the Offering Memorandum.

All Subscribers must complete the information beginning on **page S-19**, as well as **Schedule “A” and Schedule “B”**

### ***Subscription Procedure, Subscription Receipts and Issuance of Units***

Subscriptions must be received by 4:00 p.m. (ET) on the 15<sup>th</sup> day of each calendar month that the Units are available for subscription (or, if the 15<sup>th</sup> day is not a Business Day, the preceding Business Day) or on such other date as the Manager may permit, subject to the Manager’s discretion to refuse subscriptions in whole or in part.

All subscriptions for Units will be made through the purchase of interim subscription receipts (“**Subscription Receipts**”) at a fixed net asset value of: (i) US\$100.00 per Subscription Receipt for Units of a U.S. Dollar Class; and (ii) C\$100.00 per Subscription Receipt for Units of a Canadian Dollar Class. Following the calculation of the Class Net Asset Value per Unit of the relevant series, the Subscription Receipts will be automatically converted, without any further action on the part of the Subscriber, into the appropriate number of Units of the applicable Class and series subscribed for on the next Subscription Date (defined below). Units will be deemed to be issued as of the next Business Day following the applicable Subscription Date. The number of Units issued will be equal to the net subscription proceeds divided by the applicable Class Net Asset Value per Unit of the relevant series determined as at the applicable Subscription Date. The number of Subscription Receipts may be different than the final number of Units issued. The Subscription Receipts are not redeemable and do not carry any voting rights.

Subscriptions for Units will be accepted: (a) on any Valuation Date that the Units are available for subscription; or (b) on such other date as the Manager may permit (each a “**Subscription Date**”), subject to the Manager’s discretion to refuse subscriptions in whole or in part.

In order for Units to be issued as of a particular Subscription Date, a completed Subscription Agreement must be received by the Manager no later than 4:00 p.m. (ET) on the 15<sup>th</sup> day of the applicable month in which such Subscription Date falls (or, if the 15<sup>th</sup> day is not a Business Day, the preceding Business Day) (provided that the Manager reserves the right, but shall not be obligated, to accept subscriptions that are received after such deadline).

Units will be issued in series. On the first closing, Units designated by the Trustee as Series 1 Units of the applicable Class shall be issued. On each successive Subscription Date on which Units of such Class are issued, a new series of Units will be issued. At the end of the first calendar year, and subsequently after each calendar year, some or all series of the same Class of Units may be rolled up into a single series, at the sole discretion of the Manager. It is in the discretion of the Trustee to change this policy.

### ***Classes and Minimum Investment Amounts***

The Classes being offered are (i) Class A Units, Class F Units, Class I Units, Class ICS Units, and Class XF Units of the Fund (the “**U.S. Dollar Classes**”); and (ii) Class A-CAD Units, Class F-CAD Units, Class I-CAD Units, Class ICS-CAD Units, and Class XF-CAD Units of the Fund (the “**Canadian Dollar Classes**”).

The minimum initial investment amount for Class A Units and Class F Units is US\$25,000. The minimum initial investment amount for Class A-CAD Units and Class F-CAD Units is C\$25,000. The minimum initial investment amount for Class I Units is US\$5,000,000, which initial investment must be made on or before the third Subscription Date. The minimum initial investment amount for Class I-CAD Units is C\$5,000,000, which initial investment must be made on or before the third Subscription Date. The minimum initial investment amount for Class XF Units is the US\$ Equivalent of C\$5,000,000. The minimum initial investment amount for Class XF-CAD Units is C\$5,000,000. Following the third Subscription Date, only existing investors or advisors with clients invested in Class I Units or Class I-CAD Units may purchase additional Class I Units and/or Class I-CAD Units, subject to a minimum investment amount of US\$25,000 or C\$25,000, respectively, for such subsequent investments. Investors or advisors with clients invested in Class XF Units may purchase additional Class XF Units, subject to a minimum investment amount of the US\$ Equivalent of C\$5,000. Investors or advisors with clients invested in Class XF-CAD Units may purchase additional Class XF-CAD Units, subject to a minimum investment amount of C\$5,000. The minimum initial investment amount for Class ICS Units and Class ICS-CAD Units is US\$10,000 and C\$10,000, respectively. The Manager may in its discretion accept subscriptions for lesser amounts subject to compliance with applicable securities legislation.

Class A Units and Class A-CAD Units of the Fund are available to all investors, excluding investors enrolled in fee-based programs, and may carry a front-end sales commission paid by the investor at the time of purchase. Class F Units, Class F-CAD Units, Class I Units, Class I-CAD Units, Class XF Units, and Class XF-CAD Units of the Fund are intended for investors who are enrolled in fee-based programs through their broker, dealer, or advisor and who are subject to an annual asset-based fee. Class XF Units and Class XF-CAD Units are only available to an eligible investor (each an “**Eligible Client**”) that is (i) a person (including an individual or an entity) that otherwise qualifies for Class F Units or Class F CAD Units as described above or (ii) any individual portfolio manager or investment advisor (each an “**Advisor**”), acting on behalf of one or more of its clients, that otherwise qualifies for Class F Units, Class F-CAD Units, Class I Units or Class I-CAD Units as described above, in each case where such person or Advisor has subscribed for or is subscribing for, at least C\$5,000,000 (or the US\$ Equivalent of C\$5,000,000) (the “**Eligible Client Minimum**”), or such lesser amount as may be accepted by the Manager, in its sole discretion, in assets or client assets invested in the Fund. For greater certainty, an Advisor that qualified as an Eligible Client and held Class XF Units and/or Class XF-CAD Units prior to the date hereof shall continue to be eligible to hold such Units and to make additional purchases of Class XF Units and/or Class XF-CAD Units, including on behalf of new clients, notwithstanding that the aggregate assets or client assets of an Advisor invested in the Fund may be less than the Eligible Client Minimum.

The Manager makes no determination as to the eligibility of a Unitholder to invest in or hold Class XF Units or Class XF-CAD Units, or the appropriateness of any Class of Units for any Unitholder. However, for each person or Advisor that the Manager has identified as having assets or client assets in an aggregate amount equal to or greater than the Eligible Client Minimum that is invested in Units, the Manager will make commercially reasonable efforts to notify such person or Advisor that they may redesignate such Units into Class XF Units or Class XF-CAD Units as applicable. The Manager will monitor on a quarterly basis with respect to whether any individual person or Advisor that is a Unitholder may have assets or client assets in an aggregate amount equal to or greater than the Eligible Client Minimum as of the last business day of March, June, September or December of each year. Upon notification from the Manager to such individual or Advisor with respect to their eligibility to redesignate their existing units into Class XF Units or Class XF-CAD Units, subject to the discretion of the Manager as described herein, an Eligible Client must instruct

the Manager to redesignate their existing units. The effective date of the redesignation will be the Valuation Date immediately preceding the date that the Eligible Client instructs the Manager to redesignate their existing units. The Manager will not monitor for eligibility for Class XF Units or Class XF-CAD Units other than with respect to the quarterly monitoring and notification activities described above. The Manager will only redesignate the units as Class XF Units or Class XF-CAD Units on the instructions of an Eligible Client or Advisor and will not otherwise be responsible for automatically switching or redesignating units of the Fund.

Notwithstanding the foregoing, the Manager may in its sole discretion determine to not give effect to any redesignation, including if it is determined that the Fund cannot effect such redesignation transactions in a manner that the Manager determines is fair and efficient (in respect of the expense, tax cost and accounting treatment of such transactions) for the Fund and the Unitholders as a whole.

Class I Units and Class I-CAD Units are only available for initial purchase on or before the third Subscription Date, following which Class I Units and Class I-CAD Units will only be available for purchase to existing holders of, or advisors with clients invested in, Class I Units or Class I-CAD Units, and such other persons as determined by the Manager, in its discretion. Class ICS Units and Class ICS-CAD Units are intended for investors that are clients of the CIBC Wood Gundy Investment Consulting Service (ICS) program, or such other investors as the Manager may, in its sole and absolute discretion, determine to accept, subject to such terms as the Manager may impose from time to time.

### ***Subscriptions for Fully Managed Accounts***

For Subscribers that are registered advisers<sup>1</sup> acting on behalf of one or more fully managed account(s) managed by that person (each, an “**Account**”), each such Subscriber (an “**Advisor Subscriber**”) acknowledges, covenants, and agrees that this Subscription Agreement has been executed by such Advisor Subscriber on behalf of, and shall be deemed to apply to, each subscription made from time to time by such Advisor Subscriber on behalf of each of its Accounts, all subject to the terms and conditions of this Subscription Agreement, provided that: (i) the Advisor Subscriber will only subscribe on behalf of an Account where the purchaser and beneficial owner of such Account is resident in a province of Canada; (ii) the Advisor Subscriber will only subscribe on behalf of an Account in respect of which the Advisor Subscriber has obtained and retains a fully signed managed account agreement between the Advisor Subscriber and the applicable client; (iii) the Advisor Subscriber shall provide to the Manager at the time of each subscription a list in form acceptable to the Manager, with respect to all subscriptions made pursuant to this Subscription Agreement, containing the following information with respect to each Account: name and address of Account holder, Account number, type of Account, tax identification number or other identifier, and subscription amount; and (iv) prior to each subscription on behalf of an Account, the Advisor Subscriber shall review this Subscription Agreement to determine and confirm that all information and representations, warranties, covenants, certifications, agreements, and acknowledgements contained herein continue to be and shall continue to be complete, true, and accurate with respect to the Advisor Subscriber and such Account as at the date of the completion of such subscription.

The Advisor Subscriber shall notify the Manager immediately if it anticipates that, with respect to the Advisor Subscriber and each Account, any representation, warranty, covenant, certification, agreement, or acknowledgment made by the Advisor Subscriber herein will cease to be correct or if it becomes aware that any such representation, warranty, covenant, certification, agreement, or acknowledgment has ceased to be correct. The Manager reserves the right to request a new Subscription Agreement from an Advisor Subscriber in connection with a purchase of additional Units at any time. Subscriptions made on behalf of Accounts may be placed through orders with FundSERV Inc. without the necessity of entering into an additional Subscription Agreement each time an order is placed. However, the Manager reserves the right to request a new Subscription Agreement from an Advisor Subscriber in connection with a purchase of additional Units at any time.

**PLEASE KEEP A COPY OF THIS SUBSCRIPTION FOR YOUR RECORDS.** A fully executed copy of this Subscription Agreement will be kept by the Manager and will be available upon request.

### ***General***

The Subscriber acknowledges that participation in the Fund is subject to the acceptance of this subscription by the Manager, at its discretion, and to certain other conditions set forth in the Offering Memorandum and the Declaration of Trust. The decision to accept or reject any subscription request will be made as soon as possible. If the subscription request is rejected, all payments received with the request will be refunded without interest or deduction.

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<sup>1</sup> Registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of each applicable jurisdiction of Canada.  
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The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this subscription shall be effective upon execution of this Subscription Agreement by the Fund. **The Subscriber shall become bound by the terms of the Declaration of Trust upon execution of this Subscription Agreement by the Fund and acknowledges and consents to the execution of the Declaration of Trust and any amendments thereto from time to time by the Manager on behalf of the Subscriber pursuant to the power of attorney granted herein.** This Subscription Agreement shall be returned to the Subscriber at the address indicated below if this subscription is not accepted. No certificates will be issued for the Units or the Subscription Receipts.

The Subscriber agrees and acknowledges to, with and in favour of the Manager and the Fund (and acknowledges that the Fund and the Manager are relying thereon) that any and all representations, warranties, covenants, certifications, agreements and acknowledgements made or provided in this Subscription Agreement and any other documents delivered to the Manager and/or the Fund in connection therewith are and shall continue to remain complete, true and accurate as at the date hereof and as at the completion of the purchase of Units by the Subscriber, as well as at any subsequent completion of a purchase of Units by the Subscriber (unless the Subscriber provides the Manager with notice to the contrary disclosing the particulars of any change to such representations, warranties, covenants, certifications, agreements and acknowledgements), and shall apply to this and any subsequent purchase of Units by the Subscriber and shall be deemed to be repeated and reconfirmed as at the date of each subsequent purchase of Units by the Subscriber and as at the time of completion of each purchase of Units by the Subscriber, including, but not limited to, each subsequent purchase of Units by an Advisor Subscriber on behalf of one or more Accounts. All such representations, warranties, covenants, certifications, agreements and acknowledgements shall survive the completion of the purchase of Units by the Subscriber, including any subsequent additional purchases of Units by the Subscriber. By making an additional subscription for Units, the Subscriber will be deemed to have repeated to the Fund and the Manager each of the representations, warranties, certifications, covenants, waivers, and acknowledgments contained in this Subscription Agreement, including the foregoing.

#### ***Representations, Warranties, Covenants and Acknowledgements***

The Subscriber represents, warrants, agrees, certifies, acknowledges and covenants to and in favour of the Fund, the Trustee, the Manager and the Servicing Agent as follows as at the date hereof, as at the date of issuance of any Subscription Receipts and as at the date of issuance of any Units to the Subscriber (the Subscription Receipts and Units, the “**Securities**”):

- (1) the investment objective of the Fund is to provide unitholders of the Fund with exposure to the returns of investment strategies that invest in a venture capital and growth equity investment portfolio focused on the “innovation economy” that, over time, are expected to achieve long-term capital appreciation, by investing in StepStone (Luxembourg) SCA SICAV-RAIF – StepStone Private Venture and Growth Fund (the “**Luxembourg Fund**”) and/or any parallel funds or similar funds offered by StepStone Group Inc. that provide exposure to similar investment strategies as the Luxembourg Fund (such other parallel or similar funds, together with the Luxembourg Fund, the “**Underlying Funds**” and each, an “**Underlying Fund**”);
- (2) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Fund and is able to bear the economic risk of loss of such investment;
- (3) unless otherwise agreed to in writing by the Manager, the Subscriber is not:
  - (a) a “non-Canadian” as that expression is defined in the *Investment Canada Act* (Canada);
  - (b) a non-resident of Canada or a partnership that is not a Canadian partnership within the meaning of the *Income Tax Act* (Canada) (the “**Tax Act**”); or
  - (c) a designated beneficiary within the meaning of Part XII.2 of the Tax Act,

and in the event that the Subscriber’s status in this respect changes, the Subscriber will immediately notify the Manager in writing;

- (4) the Subscriber has not financed, and will not finance, its acquisition of Securities with indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act, and for the purposes of this representation, warranty and covenant, limited recourse indebtedness includes:
  - (a) indebtedness in respect of which *bona fide* written arrangements were not made, at the time the indebtedness was incurred, for repayment of all principal and interest within a reasonable period not exceeding 10 years;

- (b) indebtedness on which interest is not payable, at least annually, at a rate equal to or greater than the lesser of the rate prescribed under the Tax Act at the time the indebtedness arose and the prescribed rate that is applicable from time to time during the term of the indebtedness; and
- (c) indebtedness in respect of which such interest is not paid by the debtor within 60 days of the end of the debtor's tax year;
- (5) in accordance with the Canada-United States Enhanced Tax Information Exchange Agreement (the "IGA") and Part XVIII of the Tax Act and related guidance issued in connection therewith (together, "FATCA"), the Fund is required to report certain information with respect to Subscribers who are U.S. residents or U.S. citizens (including U.S. citizens who are residents or citizens of Canada), and certain other "U.S. Persons" as defined under the IGA, to the Canada Revenue Agency (the "CRA"). The CRA will then exchange the information with the U.S. Internal Revenue Service (the "IRS") pursuant to the provisions of the IGA;
- (6) in accordance with Part XIX of the Tax Act, which implements the Organisation for Economic Co-operation and Development Common Reporting Standard ("CRS"), the Fund is required to report certain information with respect to Subscribers who are tax resident in jurisdictions other than Canada and the U.S., or who are controlled by one or more individuals who are tax resident in such jurisdictions. The CRA will then exchange the information with the tax authorities in the relevant participating foreign jurisdictions;
- (7) that any information reported to the CRA by the Trustee, the Manager, the Fund or registered dealers under FATCA or CRS in connection with the Subscriber's investment in Securities shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise;
- (8) the Subscriber agrees to provide the Trustee, the Manager, the Fund or the applicable registered dealer with such information, representations, certifications or forms regarding the Subscriber and/or any disclosed principal, as applicable (and direct or indirect beneficial owners or other account holders of such person), as the Trustee, the Manager, the Fund or the applicable registered dealer reasonably determines are necessary or appropriate in order for them to comply with any applicable FATCA, CRS and/or other similar obligations they may have, whether imposed by Canadian or non-Canadian laws or requirements (collectively, the "Information Reporting Regime"). The Subscriber and/or any disclosed principal, as applicable (and direct or indirect beneficial owners or other account holders of such person), agree that if any information or documentation it previously delivered in respect of any of the foregoing obligations expires or becomes obsolete or inaccurate in any respect, it shall promptly update such information or documentation;
- (9) the Subscriber represents and warrants that neither it nor any beneficial owner of the Securities is a Restricted Person<sup>2</sup> for purposes of FINRA<sup>3</sup> Rule 5130 (Restrictions on the Purchase and Sale of Initial Equity Public Offerings) and agrees to furnish such information or documentation as the Trustee, the Manager, and/or the Fund may request to confirm whether the beneficial owner of the Securities is a Restricted Person;
- (10) the Subscriber is not subject to, and its investment in the Fund hereunder shall not subject the Fund to, the U.S. Freedom of Information Act, 5 U.S.C § 552 ("FOIA"), any state public records access laws, any state or other jurisdiction's laws similar in intent or effect to FOIA, or any similar statutory or legal right that might result in the disclosure of confidential information relating to the Fund or any Underlying Fund;
- (11) that any information or documentation provided by the Subscriber and/or any disclosed principal, as applicable (and direct or indirect beneficial owners or other account holders of such person), with respect to the Information Reporting Regime to the Trustee, the Manager, the Fund or a registered dealer may be disclosed to the CRA, the IRS and any other applicable governmental authority and each agrees to waive any provision of law that would, absent a waiver, prevent compliance with such information requests and disclosure. In addition, the Subscriber and/or any disclosed principal, as applicable (and direct or indirect beneficial owners or other account holders of such person), shall take any actions that the Trustee, the Manager, the Fund or a registered dealer reasonably requests in connection with satisfying its obligations under the Information Reporting Regime. If the Subscriber and/or any disclosed principal, as applicable (and direct or indirect beneficial owners or other account holders of such person), fails to provide any of the information, representations, certificates or forms (or undertake any of the actions) required, each acknowledges that the Trustee, the Manager, the Fund

<sup>2</sup> Please refer to **Schedule "E"** for further information regarding the term "Restricted Person".

<sup>3</sup> The U.S. Financial Industry Regulatory Authority.

or the applicable registered dealer shall have full authority to take any other steps as the Trustee, the Manager, the Fund or the applicable registered dealer determine are necessary or appropriate, acting reasonably, to mitigate the consequences of the failure of any of the foregoing to comply with this Subscription Agreement;

- (12) if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute and deliver this Subscription Agreement and to take all actions required pursuant hereto;
- (13) if not an individual, the Subscriber is a valid and subsisting corporation or other entity and is in good standing under the laws of the jurisdiction of its formation and has good right, full power and absolute capacity and authority to execute and deliver this Subscription Agreement and to take all necessary actions, and all necessary approvals, authorizations and consents have been duly and validly given, to authorize it to execute and deliver this Subscription Agreement;
- (14) this Subscription Agreement, when accepted, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms;
- (15) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of, any terms or provisions or obligation of or under any law applicable to or the constating documents of, the Subscriber, of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber may be bound or of or under any judgment, decree, order or award of any court, government body or arbitrator having jurisdiction over the Subscriber;
- (16) the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction set out under "Name and Address of Subscriber" below and is not purchasing the Securities for the account or benefit of any person in any jurisdiction other than such jurisdiction;
- (17) the Subscriber has no knowledge of a "material fact" or "material change" (as those terms are defined in applicable securities legislation) in the affairs of the Fund that has not been generally disclosed to the public, save knowledge of this particular transaction;
- (18) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of any of the Securities and has been advised to and has been given the opportunity to seek advice from its own legal, investment and tax advisors with respect to the execution, delivery and performance by the Subscriber of this Subscription Agreement and the transactions contemplated hereby, the merits and risks of investment in the Securities and applicable resale restrictions, and is not relying upon information from the Fund, the Trustee, the Manager or, where applicable, their officers, directors, employees or agents;
- (19) the Subscriber is not relying on the Fund, the Trustee or the Manager to ensure that an investment in the Fund by the Subscriber is suitable for the Subscriber, and, based on the advice of the Subscriber's own advisors, the Subscriber has made that determination;
- (20) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of any of the Securities, each such issuance is exempted from the prospectus requirements of applicable securities legislation and:
  - (a) the Subscriber is restricted from using the civil remedies available;
  - (b) the Subscriber may not receive information that would otherwise be required to be provided; and
  - (c) the Fund is relieved from certain obligations that would otherwise apply,

under certain applicable securities legislation that would otherwise be available if the Securities were sold pursuant to a prospectus;
- (21) the Subscriber has received, reviewed and fully understands the Declaration of Trust, the Offering Memorandum, and the information memorandum or offering memorandum of each applicable Underlying Fund, and has had the opportunity to ask and have answered any and all questions that the Subscriber wished with respect to the business and affairs of the Fund,

the Securities and the subscription hereby made and is aware of the characteristics of the Securities and of their speculative nature, of the nature and extent of personal liability and of the risks associated with an investment in the Securities;

- (22) the decision to enter into this Subscription Agreement and to purchase the Securities has not been based upon any verbal or written representation or documentation as to fact or otherwise made by or on behalf of the Trustee, the Fund, the Manager or any of their respective affiliates, except as set forth in the Offering Memorandum;
- (23) the Subscriber has not received, read, nor been otherwise exposed to, any advertising in respect of the Securities;
- (24) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of its investment;
- (25) an investment in Securities is not without risk and the Subscriber may lose the Subscriber's entire investment;
- (26) the Securities are being purchased for investment only and not with a view to resale or distribution, their transfer or resale is subject to certain restrictions pursuant to the Declaration of Trust and applicable securities laws and they will not be resold or otherwise transferred or disposed of except in accordance with the provisions of applicable securities legislation and the regulations, rules and policies thereunder and in accordance with the Declaration of Trust; Securities may only be transferred with the consent of the Manager and in accordance with the provisions of the Declaration of Trust and transfers will generally not be permitted;
- (27) the Subscriber has been independently advised as to, and is aware of, the resale restrictions under applicable securities laws with respect to the Securities and acknowledges that certificates representing the Securities, if any, will bear the following legend and/or the following legend restriction notation shall be applicable to the resale of the Securities:  
  
*"Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [insert the distribution date], and (ii) the date the issuer became a reporting issuer in any province or territory.";*
- (28) the Subscriber has carefully reviewed and understands the various risks of an investment in the Fund and the conflicts of interest to which each of the Fund and the Underlying Funds is subject, and the Subscriber hereby consents and agrees to such conflicts of interest;
- (29) the Subscriber understands and acknowledges the aims and objectives of the Fund and the nature of its activities and has been informed of the proposed use of the proceeds of the offering of Securities; the Subscriber understands and acknowledges the nature and attributes of the Securities, including that the Subscriber may not withdraw from the Fund or redeem the Securities at its option, except as explicitly permitted under and in accordance with the terms of the Declaration of Trust;
- (30) the Subscriber is capable of giving a continuing power of attorney as contained in, and forming part of, this Subscription Agreement;
- (31) the Fund, the Manager, the Trustee, each Underlying Fund and/or any of their respective managers, directors, or trustees may, in their sole discretion, enter into additional agreements ("side letters") with one or more investors from time to time, whereby such investors may be subject to or benefit from terms and conditions that are different or more advantageous than those set forth in the Declaration of Trust, where such side letters may have a material impact on the Fund and/or the management of the Fund; the Subscriber further acknowledges and agrees that none of the Trustee, the Fund or the Manager will or is required to notify the Subscriber of the existence of any such side letters or of any of the rights or terms or provisions thereof, and none of the foregoing will be required to offer such additional or different rights or terms to any actual or prospective investors in the Fund, including the Subscriber;
- (32) no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to, the Securities;
- (33) the Subscriber understands that: (i) there is no right to demand any distribution from the Fund; (ii) there is no right to demand any redemption of Securities at the option of the Subscriber except as explicitly permitted under and in accordance

with the terms of the Declaration of Trust; (iii) it is not anticipated that there will be any public market for the Securities; and (iv) it may not be possible to sell or dispose of the Securities;

- (34) if Units are redeemed at the option of the Trustee in accordance with the Declaration of Trust, the Subscriber acknowledges and agrees that redemption proceeds or other amounts paid to the Subscriber in connection therewith will be paid only to an account in the Subscriber's name, unless the Manager in its sole discretion agrees otherwise;
- (35) the investment portfolio and trading procedures of the Fund are proprietary to the Fund and the Manager and all information relating to such investment portfolio and trading procedures, including, but not limited to, information regarding the Underlying Funds, and their respective directors or trustees, advisors and affiliates and their respective businesses and/or affairs, shall be kept strictly confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisors who are subject to and agree to be bound by the confidentiality obligations set forth herein) without the written consent of the Manager. The Subscriber shall promptly notify the Manager if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it or any of its equity owners will or might become compelled to use or disclose any such information in violation of the foregoing confidentiality restrictions;
- (36) the Subscriber will execute and deliver all documentation and provide all such further information as may be required by applicable securities legislation, anti-money laundering legislation and domestic and foreign tax legislation to permit the purchase of the Securities on the terms herein set forth, including but not limited to the specific requirements set forth herein, and the Subscriber will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Manager;
- (37) the Subscriber is not and will not be a U.S. Person<sup>4</sup> and the Securities are not being acquired for the account or benefit, and will not at any time be held, directly or indirectly, for the account or benefit, of any U.S. Person nor with a view to the offer, sale or delivery, directly or indirectly, of the Securities within the United States or to a U.S. Person;
- (38) the Subscriber acknowledges that the Securities may not be offered, sold, resold or otherwise transferred to persons in the United States or to or for the direct or indirect benefit of any U.S. Persons (as such term is defined in Regulation S to the United States *Securities Act of 1933*, as amended);
- (39) the Securities have not been and will not be registered under the United States *Securities Act of 1933*, as amended, or under any state securities laws;
- (40) the Subscriber is not, and is not acting on behalf of or with any assets of, a Benefit Plan Investor<sup>5</sup> or any other employee benefit plan or similar plan or a trust established under an employee benefit plan or similar plan;
- (41) the Subscriber is not, and is not acting on behalf of or with any assets of, a U.S. Taxpayer<sup>6</sup>;

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<sup>4</sup> As such term is defined in Regulation S to the United States *Securities Act of 1933*, as amended, except that any discretionary account or similar account that is held for the benefit of a person in the United States by a dealer or other professional fiduciary is in the United States if the dealer or professional fiduciary is a related person, as defined in Rule 206(4)-2(d)(7) under the U.S. Investment Advisers Act of 1940, of the investment adviser and is not organized, incorporated or (if an individual) resident in the United States.

<sup>5</sup> **"Benefit Plan Investor"** is used as defined in U.S. Department of Labor ("**DOL**") Regulation 29 C.F.R. §2510.3- 101 (as modified by Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974 ("**ERISA**"), the "**Plan Assets Regulation**") and includes: (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Part 4, Subtitle B of Title I of ERISA; (ii) any "plan" to which Section 4975 of the U.S. Internal Revenue Code of 1986 (the "**Code**") applies (which includes a trust described in Section 401(a) of the Code that is exempt from tax under Code Section 501(a), a plan described in Section 403(a) of the Code, an individual retirement account or annuity described in Section 408 or 408A of the Code, a medical savings account described in Section 220(d) of the Code, a health savings account described in Section 223(d) of the Code and an education savings account described in Section 530 of the Code); and (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (generally because 25% or more of the value of any class of equity interests in the entity is owned by plans). An entity described in (iii) immediately above will be considered to hold plan assets only to the extent of the percentage of the equity interests in the entity held by Benefit Plan Investors. Benefit Plan Investors also include that portion of any insurance company's general account assets that are considered "plan assets" and (except if the entity is an investment company registered under the U.S. Investment Company Act of 1940) also include assets of any insurance company separate account or bank common or collective trust in which plans invest.

<sup>6</sup> A "**U.S. Taxpayer**" includes: (a) a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); (b) any entity treated as a partnership or corporation for U.S. federal tax purposes that is created or organized in, or under the laws of, the United States or any state thereof (including the District of Columbia); (c) any other partnership that is treated as a U.S. Taxpayer under U.S. Treasury Department regulations; (d) any estate, the income of which is subject to U.S. income taxation regardless of source; and (e) any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries. Persons who have lost their U.S. citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as U.S. Taxpayers. An investor who is not a U.S. Person may nevertheless be considered a "U.S.

- (42) the Subscriber is not: (A) a Government Entity; (B) an entity substantially owned by a Government Entity (e.g., a single investor vehicle); or (C) acting as a trustee, custodian or nominee for a beneficial owner that is a Government Entity. For these purposes, “**Government Entity**” means any government or any state, department or other political subdivision thereof, or any governmental body, agency, authority or instrumentality in any jurisdiction exercising executive, legislative, regulatory or administrative functions of or pertaining to government, including: (i) any agency, authority or instrumentality of the state or political subdivision; (ii) a pool of assets sponsored or established by the state or political subdivision or any agency, authority or instrumentality thereof, including, but not limited to a “defined benefit plan,” as defined in section 414(j) of the Internal Revenue Code (the “**Code**”), or a state general fund; (iii) a plan or program of a Government Entity; and (iv) officers, agents or employees of the state or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity;
- (43) that none of the funds being used to purchase the Securities are, to the Subscriber’s knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Securities that will be advanced by the Subscriber to the Fund, the Trustee or the Manager hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the “**PCMLTFA**”) and the Subscriber acknowledges that the Fund, the Trustee and/or the Manager may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Subscriber’s knowledge: (i) none of the funds to be provided by the Subscriber are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) none of the money that the Subscriber seeks to invest is derived from any criminal enterprise or proceeds of crime for the purposes of the PCMLTFA, and the Subscriber shall promptly notify the Manager if the Subscriber discovers that any of such representations cease to be true, and will provide the Fund, the Trustee and the Manager with appropriate information in connection therewith;
- (44) for anti-money laundering or tax purposes or as otherwise required in connection with applicable laws and regulations, the Fund, the Trustee and/or the Manager may be required to disclose to the Underlying Funds information regarding the identity of the Subscriber and the Underlying Funds may be further required to disclose information regarding the identity of the Subscriber, and the Subscriber acknowledges, consents and agrees to any such disclosure;
- (45) in addition to the specific obligations set forth hereunder, the Subscriber agrees to promptly provide to the Manager any additional information regarding the Subscriber or its beneficial owner(s) that the Manager deems necessary or advisable in order to determine or ensure compliance with all applicable laws, regulations and administrative pronouncements concerning money laundering, criminal activities and government sanctions or to respond to requests for information concerning the identity of investors from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering, anti-terrorism financing, criminal activities and/or sanctions compliance procedures. The Subscriber further acknowledges, consents and agrees that the Fund, the Trustee, the Manager, the Underlying Funds and/or their respective managers, advisors, directors or trustees and affiliates may release confidential information about the Subscriber and, if applicable, any underlying beneficial owners, to proper authorities or any Underlying Fund, as applicable, in order to comply with the foregoing;
- (46) the Subscriber shall provide to the Fund such information, documents or other items that the Trustee, the Manager or the Fund may require to comply with requests for information by an Underlying Fund in accordance with its constating documents or subscription agreement, including with respect to its beneficial owners and, where applicable, its authorized signatories;
- (47) certain laws and regulations may require the disclosure of the identity of the Subscriber (and/or its beneficial owners and, where applicable, its authorized signatories) and information relating to its/their holdings under some circumstances, and such disclosures may be a matter of public record;
- (48) the Subscriber consents, in particular, to the disclosure to the Internal Revenue Service (IRS) of the United States of America or information required under FATCA, as it has been introduced by the hiring incentives to restore employment act (HIRE) and waives that information to be covered by the professional secrecy under the 1993 act, where applicable;

- (49) the Subscriber waives any professional secrecy, personal data protection or similar laws that may otherwise affect the ability of the Fund, Trustee or Manager or the general partner of any Underlying Fund (or any of their respective agents) to disclose the Subscriber's identity (and the identity(ies) of any beneficial owner(s) of the Subscriber), and any protection thereof, to the extent that is legally feasible, including the tax identification number(s) (TIN), and related information to any governmental authority, including any U.S. governmental authority;
- (50) the Subscriber consents to the disclosure, among others, to Luxembourg authorities of additional tax information that may be required under: (i) the OECD Common Reporting Standard for the Automatic Exchange of Financial Account Information (CRS); and (ii) the Luxembourg act of 18 December 2015 on the automatic exchange of tax information of financial accounts implementing CRS, as amended from time to time, or any other applicable legislation;
- (51) the Subscriber hereby consents to the disclosure to any other authorities that the Subscriber shall be obliged by law to inform and the Subscriber acknowledges waiving any professional secrecy, personal data protection or similar laws, to the extent that this might be feasible, that may otherwise affect the ability of the general partner of any Underlying Fund for the account of the Underlying Fund to disclose the Subscriber's identity (and the one of its beneficial owners and, where applicable, of its authorised signatories) under any applicable law; and
- (52) the representations, warranties, agreements, certifications, covenants and acknowledgments of the Subscriber contained in this Subscription Agreement and in the Declaration of Trust shall survive the completion of the purchase and sale of any of the Securities and any subsequent purchase of Securities and shall be deemed to be reaffirmed and confirmed by the Subscriber each time the Subscriber makes any purchase of Securities or receives any distributions from the Fund, and any such purchase or acceptance of a distribution shall be evidence of such reaffirmation and confirmation, and the Subscriber undertakes to notify immediately the Manager at the address set forth above of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription Agreement. The Subscriber shall provide to the Manager such information and execute and deliver such documents as the Manager may reasonably request from time to time to verify the accuracy of the representations, warranties, agreements, certifications and covenants herein or to comply with any law or regulation to which the Fund, the Trustee and/or the Manager may be subject. Without limiting the generality of the foregoing, if there should be any change in the information provided herein or in any exhibit or schedule hereto regarding the Subscriber prior to the issuance of any Securities or at any time during the term of the Fund, the Subscriber will immediately furnish revised or corrected information to the Manager in writing.

### ***Purchasing as Bare Trustee or Agent***

If a person is executing this Subscription Agreement as bare trustee or agent (including, for greater certainty, a dealing representative, a portfolio manager or comparable advisor) on behalf of the Subscriber (the "**principal**"), such person must provide evidence of such person's authority satisfactory to the Manager and hereby separately represents, warrants, covenants, agrees, certifies and acknowledges to the Fund, the Trustee and the Manager that: (i) such person is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, warranties, agreements, certifications, acknowledgments and covenants made herein and therein; (ii) this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal; (iii) the Fund, the Trustee and/or the Manager is required by law to disclose to certain regulatory and taxation authorities the identity of and certain information regarding the principal and that such person has provided all the information concerning the principal as required by this Subscription Agreement and will provide any such further information as may hereafter be required; and (iv) for the purpose of assisting the Manager in filing with the applicable securities regulator its consolidated monthly report under section 83.11 of the *Criminal Code* (Canada), section 7 of the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (UN SupTerror), section 5.1 of the *United Nations Al-Qaida and Taliban Regulations* (UN Al-Qaida), section 11 of the *Regulations Implementing the United Nations Resolution on Iran* (UN Iran), section 11 of the *Regulations Implementing the United Nations Resolution on the Democratic People's Republic of Korea* (UN NKorea) and any and all similar applicable regulations, the principal is not a "**Designated Person**" for the purposes of any such regulations, and the bare trustee or agent will immediately advise the Manager if there is a change in such status. Such bare trustee or agent agrees to indemnify each of the Fund, the Trustee and the Manager against all losses, claims, costs, expenses, damages and liabilities that any of the foregoing may suffer or incur arising from the reliance by the Fund, the Trustee and/or the Manager, as the case may be, on the above representations, warranties, agreements, certifications, acknowledgments and covenants.

### ***Power of Attorney***

In consideration of the Manager's acceptance of this Subscription Agreement on behalf of the Fund, the Subscriber hereby nominates, constitutes and appoints the Manager, and any person appointed to replace the Manager as manager of the Fund pursuant to the Declaration of Trust, with full power of substitution, as the Subscriber's true and lawful attorney and agent with full power and authority, in the Subscriber's name, place and stead:

- (1) to execute under seal or otherwise, swear to, make, acknowledge, deliver and record or file as and where required: (i) all instructions and documents of every nature and kind on behalf of and in the name of the Subscriber or in the name of the Manager as may be deemed necessary or desirable by the Manager to carry out fully the provisions of the agreement created upon the Manager's acceptance of this Subscription Agreement on behalf of the Fund; (ii) any amendments or modifications to the Declaration of Trust made effective or approved in accordance with the provisions of the Declaration of Trust; and (iii) all conveyances and other instruments necessary to reflect the dissolution of the Fund and termination of the Declaration of Trust, including cancellation of any declarations and further including the signing of any election under Tax Act and any analogous provincial legislation; and
- (2) to complete, amend or modify any subscription documentation and acknowledgement form required under applicable securities laws and the regulations, rules, notices and policies thereunder for the purpose of completing any missing information or correcting errors in the completion of any of the foregoing.

Without limiting the generality of the power of attorney granted herein, it is expressly agreed and understood that the power of attorney granted herein is a power coupled with an interest and is irrevocable, extends to the heirs, executors, administrators, successors, assigns and other legal representatives of the Subscriber and shall survive the dissolution, death or disability of the Subscriber until notice of dissolution, death or disability is delivered to the Manager and may be exercised by the Manager on behalf of the Subscriber in executing such instrument with a single signature as attorney and agent for all securityholders of the Fund. In accordance with applicable legislation, including the *Substitute Decisions Act, 1992* (Ontario), the Subscriber, if an individual, declares that this power of attorney may be exercised during any legal incapacity or mental infirmity on the part of the Subscriber and that neither the Public Trustee of Ontario nor any similar person in the Subscriber's jurisdiction of residence shall become the statutory guardian of property of the Subscriber in respect of the interest of the Subscriber in the Fund. The Subscriber agrees to be bound by any representation or action made or taken by the Manager pursuant to such power of attorney and hereby waives any and all defences that may be available to contest, negate or disaffirm the action of the Manager taken in good faith under such power of attorney and, if requested, agrees to ratify any such representation or action, including the execution of any documents necessary to effect such ratification. The Subscriber hereby releases the Manager from all liability of any kind that may arise in consequence of any act or omission of the Manager, so long as the Manager exercises its authority hereunder in good faith. In the event that a court of competent jurisdiction (or an arbitrator in circumstances where the Manager has agreed to be bound by such arbitrator's decision) determines that the power of attorney granted herein has been terminated, been duly revoked or has become invalid, any exercise of this power of attorney by the Manager following such termination, revocation or invalidity shall be valid and binding as between the Subscriber or the estate of the Subscriber and any person, including the Manager, who acted in good faith and without knowledge of the termination, revocation or invalidity.

The Subscriber acknowledges that the ability of the Manager to carry out its duties and discharge its obligations to the Fund is dependent on the validity and survival of the power of attorney granted herein. The Subscriber hereby agrees to indemnify the Manager with respect to all liability that may arise hereunder or under the Declaration of Trust in consequence of any act or omission of the Manager in the exercise of its authority hereunder or thereunder, unless the Manager is found by a court of competent jurisdiction in the Province of Ontario to have acted without good faith in exercising its authority hereunder or thereunder, and such indemnification shall remain effective for any entity that ceases to be manager of the Fund in respect of any such act or omission that occurred while such entity was manager of the Fund. The power of attorney granted herein shall become effective on the date of acceptance of this Subscription Agreement, and shall continue in respect of the Manager so long as it is the manager of the Fund, and shall terminate thereafter, but shall continue in respect of a new manager as if the new manager were the original attorney. The power of attorney granted herein is in addition to and does not override or terminate any other power of attorney previously granted by the Subscriber. The power of attorney granted herein shall survive the granting of any subsequent power of attorney by the Subscriber.

### ***Electronic Delivery of Documents and other Email Communications***

By completing **Schedule "A"**, the Subscriber is consenting to the receipt of financial information and other reports electronically. Furthermore, by signing this Subscription Agreement, the Subscriber also consents to receiving updates, promotional

emails and other commercial electronic messages from the Manager unless the Subscriber withdraws consent by checking the box in **Schedule “A”** or otherwise notifies the Manager.

***Additional Provisions Relating to Anti-Money Laundering, Anti-Terrorist Financing and Sanctions Legislation and Regulations***

In addition to the specific and general acknowledgements, agreements and obligations set forth above, the Subscriber acknowledges that the Fund, the Trustee, the Manager, the Underlying Funds, and their respective directors or trustees, advisors, manager and affiliates (each, an **“AML Reporting Entity”**) are, or may be, subject to certain anti-money laundering laws, regulations and related pronouncements and are otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to government sanctions and embargo programs of the United States, Canada and/or Luxembourg. In furtherance of the foregoing, the Subscriber certifies, represents, warrants and agrees that: (i) the Securities are to be purchased with funds that are from legitimate sources in connection with its regular business activities and none of the monies that the Subscriber will contribute to the Fund constitute the proceeds of criminal conduct or criminal property nor shall they be derived from, or related to, any activity that is deemed criminal or prohibited under the OFAC Sanctions (defined below) or under Canadian, U.S. or other non-Canadian laws or regulations including laws or regulations of Luxembourg and no cash, property or item of value that the Subscriber receives from the Fund will be used in any transaction or manner that is prohibited by any of the foregoing; and (ii) no direct or indirect capital commitment, contribution or payment to any AML Reporting Entity is or will be, directly or indirectly, in violation of any applicable Canadian, U.S. federal or state or non-U.S. or non-Canadian laws or regulations including laws or regulations of Luxembourg, including any anti-money laundering, anti-terrorist financing, economic sanctions, anti-bribery or anti-boycott laws or regulations or “pay to play” rules of Canada, the United States, Luxembourg, the European Union, the United Kingdom, the United States Department of Treasury, Office of Foreign Asset Control, the US Securities and Exchange Commission, and/or the US Department of State, including but not limited to Section 462.31 of the *Criminal Code* (Canada), the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001*, the various statutes, regulations and Executive Orders administered and enforced by the U.S. Department of the Treasury Office of Foreign Assets Control (**“OFAC Sanctions”**) and the Foreign Corrupt Practices Act, Proceeds of Criminal Conduct Law, the United States Bank Secrecy Act (the **“BSA”**) or any regulation issued thereunder, Title 18 of the United States Code, the United States Money Laundering Control Act of 1986, the U.S. International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, the Proceeds of Crime Law (2018 Revision), the Anti-Money Laundering Regulations (2018 Revision), and the Misuse of Drugs Law (2017 Revision) and the Terrorism Law (2018 Revision), in each case, such statute as amended and any successor statute thereto and including all regulations promulgated thereunder (collectively, the **“Anti-Money Laundering Laws”**).

The Subscriber hereby represents that (i) such Subscriber is not, (ii) no person or entity owning, controlling or controlled by such Subscriber or beneficial owner, controller or authorized person is, and (iii) if such Subscriber is a privately held entity, to the best of its knowledge, no person or entity having a beneficial interest in such Subscriber or the securities subscribed for hereunder (each of the foregoing, a **“Related Person”**) is: (A) a prohibited country, territory, or is a person or entity listed or named on or is a natural person or entity with whom dealings are prohibited under any of the lists promulgated or maintained by any of the foregoing or any list of sanctioned entities or individuals as follows: Global Affairs Canada or Public Safety Canada, including the List of Names subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the *Criminal Code* (Canada) found at the website of the Office of the Superintendent of Financial Institutions Canada (OSFI); the List of Names subject to the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism found at the OSFI website or the List of Names subject to the United Nations Al-Qaida and Taliban Regulations found at OSFI website; the Specially Designated Nationals and Blocked Persons List (the **“SDN List”**), the Sectoral Sanctions Identification List (the **“SSI List”**) or Specially Designated Nationals List or any other list maintained by the Office of Foreign Assets Control of the United States Department of Treasury (**“OFAC”**); any other prohibited list or list of sanctioned entities or individuals maintained by the U.S. government, pursuant to European Union (**“EU”**) and/or United Kingdom (**“UK”**) Regulations (as the latter are extended to any other jurisdiction in which the Fund or an Underlying Fund may conduct its business from time to time); the Annex to Executive Order 13224 (2001) issued by the President of the United States; (B) a person or entity resident in or organised or chartered the laws of (as the case may be) a jurisdiction that has been designated by the Secretary of the U.S. Treasury under Sections 311 or 312 of the U.S.A. Patriot Act 2001 (and any regulations promulgated thereunder as warranting special measures due to money laundering concerns); (C) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, Canada, the EU, the UK and/or Luxembourg apply; or (D) otherwise subject to sanctions imposed by the United Nations, OFAC, Canada, the EU, or the UK (collectively, a **“Sanctions Subject”**).

The Subscriber hereby represents that neither the Subscriber nor any Related Person is a politically exposed person, or a family member or close associate of a politically exposed person, or is acting on behalf of a politically exposed person, or is, receives

deposits from, makes payments to or conducts transactions relating to, a shell bank<sup>7</sup> or a foreign shell bank or senior political figure (as defined by the U.S.A. Patriot Act 2001 and its related regulations) or a non-U.S. bank without a physical presence in any country, or is located, organized, or resident in a country or territory that is the subject of sanctions (including, but not limited to, Crimea, Cuba, Iran, North Korea, and Syria). For the purposes of this paragraph: (i) a **“politically exposed person”** means (a) a person who is or has been entrusted with prominent public functions by a foreign (non-Canadian) country, for example a head of state or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (b) a person who is or has been entrusted domestically (in Canada) with prominent public functions, for example a head of state or of government, senior politician, senior government, judicial or military official, senior executives of a state owned corporation and important political party official; and (c) a person who is or has been entrusted with a prominent function by an international organization like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions; (ii) a **“family member”** means the spouse, parent, sibling or child of a politically exposed person; and (iii) a **“close associate”** means any natural person who is known to hold the ownership or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

Without limiting the generality of the foregoing, the Subscriber (and any ultimate purchaser for which the Subscriber is acting as agent, as the case may be) represents and warrants that it is not a person or entity with or in respect of whom transactions may be prohibited under or identified under Part II.1 of the *Criminal Code* (Canada) or the *Regulations Implementing the United Nations Resolutions on Taliban, ISIL (Da'esh) and Al-Qaida*, the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*, the *Regulations Implementing the United Nations Resolutions on the Central African Republic*, the *Regulations Implementing the United Nations Resolutions on the Democratic People's Republic of Korea (DPRK)*, the *Regulations Implementing the United Nations Resolutions on the Democratic Republic of the Congo*, the *Regulations Implementing the United Nations Resolutions on Iran*, the *United Nations Iraq Regulations*, the *Regulations Implementing the United Nations Resolution on Lebanon*, the *Regulations Implementing the United Nations Resolutions and Imposing Special Economic Measures on Libya*, the *Regulations Implementing the United Nations Resolutions on Mali*, the *Regulations Implementing the United Nations Resolutions on Somalia*, the *Regulations Implementing the United Nations Resolutions on Sudan*, the *Regulations Implementing the United Nations Resolutions on Yemen*, the *Special Economic Measures (Belarus) Regulations*, the *Special Economic Measures (Burma) Regulations (for Myanmar)*, the *Special Economic Measures (Iran) Regulations*, the *Special Economic Measures (Nicaragua) Regulations*, the *Special Economic Measures (Russia) Regulations*, the *Special Economic Measures (South Sudan) Regulations*, the *Special Economic Measures (Syria) Regulations*, the *Special Economic Measures (People's Republic of China) Regulations*, the *Special Economic Measures (Ukraine) Regulations*, the *Special Economic Measures (Venezuela) Regulations*, the *Special Economic Measures (Zimbabwe) Regulations*, the *Special Economic Measures (DPRK) Regulations*, the *Freezing Assets of Corrupt Foreign Officials (Tunisia) Regulations*, the *Freezing Assets of Corrupt Foreign Officials (Ukraine) Regulations*, the *Justice for Victims of Corrupt Foreign Officials Regulations*, or any other regulations that may be adopted under the *United Nations Act (Canada)*, the *Special Economic Measures Act (Canada)*, the *Freezing of Assets of Corrupt Foreign Officials Act (Canada)*, the *Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law) (Canada)*, or any other economic sanctions laws administered by the federal government of Canada or a department or ministry thereof, or any legislation, regulations or instruments enacted or adopted in connection therewith, in each case as amended and in effect from time to time.

The Subscriber represents and warrants that neither it nor any beneficiary or Related Person is a financial institution designated by the U.S. Secretary of the Treasury under Section 311 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 nor does any of the foregoing conduct any business in, is resident in, or is organized or chartered under the laws of a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT ACT as warranting special measures due to money laundering concerns or any non-U.S. country that has been designated by the Financial Action Task Force as having strategic deficiencies in its anti-money laundering and counter-terrorist financing standards (a **“Strategically Deficient Jurisdiction”**).

The Subscriber represents and warrants that, to the best of its knowledge, no subscription or other funds paid in connection with the Securities do or will originate from, nor will they be routed through, an account maintained at a shell bank, and/or a bank organized or chartered under the laws of a country or territory that is designated by the Financial Action Task Force

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<sup>7</sup> As such term is defined under applicable anti-money laundering laws. **“Shell bank”** generally means any institution that accepts currency for deposit and that (a) has no physical presence in the jurisdiction in which it is incorporated or in which it is operating, as the case may be, and (b) is unaffiliated with a regulated financial group that is subject to consolidated supervision.

Recommendations as a “High Risk Jurisdiction subject to a Call for Action” or the laws of a Non-Cooperative Jurisdiction<sup>8</sup>, a non-U.S. bank 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 a bank organized or chartered under the laws of a Strategically Deficient Jurisdiction, nor shall they cause any AML Reporting Entity to be in violation of the U.S. Bank Secrecy Act or any other U.S. federal anti-money laundering regulations.

The Subscriber understands and agrees that if at any time it is discovered that the Subscriber has made a contribution or payment to the Fund of money derived from, or related to, any activity that is deemed criminal under Canadian or U.S. law or the laws of any jurisdiction in which the conduct took place or that causes any AML Reporting Entity to be in violation of the Anti-Money Laundering Laws, any distribution to the Subscriber made in accordance with the Subscriber’s instructions is “blocked” under the Anti-Money Laundering Laws, the Subscriber or any person or entity that becomes listed on the SDN List or the SSI list or is a Sanctions Subject or a Designated Person, or if otherwise required by applicable law or regulation related to money laundering, criminal activities or government sanctions, the Trustee, on its own behalf and on behalf of the Fund, and/or the Manager may undertake any reasonably necessary or advisable action with respect to the Securities, to ensure compliance with any applicable law, regulation or pronouncement related to the foregoing, including but not limited to, freezing the Subscriber’s investment by prohibiting additional investments or segregating assets constituting the investment in accordance with applicable regulations, immediately and without notice ceasing any further dealings with the Subscriber and/or the Subscriber’s interest in the Fund and/or requiring the Subscriber to redeem from the Fund. The Subscriber covenants and agrees that in any such event no AML Reporting Entity shall have any liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the Subscriber as a result and the Subscriber shall have no claim, and shall not pursue any claim, against the Fund, the Trustee, the Manager or any other person in connection therewith. The Subscriber shall indemnify the Trustee or the Fund and/or the Manager (as the case may be), and hold them harmless against any resulting loss in connection therewith.

The Subscriber acknowledges and agrees that the Manager has provided herein certain lists adopted or published by applicable governmental authorities for the convenience of the Subscriber and that because these lists are subject to change from time to time, it is the responsibility of the Subscriber to ensure that the lists are current as of the time this Subscription Agreement is executed and that each representation made by the Subscriber is true and correct as of the date of the Subscription Agreement.

The Subscriber acknowledges and agrees that the Fund, the Trustee or the Manager may in the future be required to disclose the Subscriber’s name and other information relating to the Subscriber (and any ultimate purchaser for which the Subscriber is acting as agent) and any purchase of the securities hereunder, including the source of subscription money, pursuant to any of the legislation, regulations and rules set forth in this section “Additional Provisions Relating to Anti-Money Laundering, Anti-Terrorist Financing and Sanctions Legislation and Regulations”, including but not limited to Anti-Money Laundering Laws, or as otherwise may be required pursuant to similar applicable laws, regulations or rules and by accepting delivery of the Offering Memorandum the Subscriber (and any ultimate purchaser for which the Subscriber is acting as agent) will be deemed to have agreed to the foregoing. Without limiting the generality of the foregoing, the Subscriber acknowledges and agrees that if, as a result of any information or other matter that comes to the Manager’s attention, any director, officer or employee of the Manager, or its professional advisers, knows or suspects that an investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

The Subscriber agrees promptly to notify the Manager or the person appointed by the Manager to administer the Fund’s anti-money laundering program, if applicable, of any change in information in any of the representations, warranties or covenants provided in this section above.

In order to comply with any of the foregoing, any of the Trustee, the Fund or the Manager may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information.

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<sup>8</sup> A “**Non-Cooperative Jurisdiction**” is country or territory that has been designated as non-cooperative with anti-money laundering principles or procedures by any intergovernmental group or organization, such as The Financial Action Task Force on Money Laundering, including any group of which the United Kingdom is a member.

### ***Foreign Tax Reporting***

In accordance with the IGA and related Canadian legislation and guidance, and as required under the *U.S. Foreign Account Tax Compliance Act*, the Trustee, the Fund, the Manager and/or registered dealers are required to report on behalf of the Fund certain information with respect to Subscribers who are U.S. residents and U.S. citizens (including U.S. citizens who are residents or citizens of Canada), and certain other “U.S. Persons” as defined under the IGA, to the CRA. The CRA will then exchange the information with the IRS pursuant to the provisions of the IGA. In addition, in accordance with CRS, the Trustee, the Fund, the Manager and/or registered dealers are required to identify and report to the CRA details and certain financial information relating to securityholders in the Fund who are residents in a country outside of Canada and the U.S. that has adopted the CRS. It is expected that the CRA will then provide that information to the tax authorities of the relevant jurisdiction that has adopted the CRS.

The Subscriber acknowledges that if the Trustee, the Fund and/or the Manager is required to report information to the CRA in connection with the Subscriber’s investment in the Fund, such report shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise.

The Subscriber hereby covenants and agrees to complete and return a W-8 form (W-8BEN for individuals, W-8BEN-E for entities or W-8IMY for trusts or partnerships) immediately upon reasonable demand by the Fund, the Trustee or the Manager.

The Subscriber hereby represents, warrants, covenants and agrees that the Subscriber shall, at the request of the Manager, provide such information and accurately complete and execute any and all documents, opinions, instruments, waivers and certificates as the Manager may reasonably require in order to establish: (i) the residence of the Subscriber for tax purposes; (ii) the entitlement of the Subscriber to claim the benefit afforded by a tax treaty; and/or (iii) whether any withholding may be required or an exemption therefrom, including in connection with any tax filings, and any and all other documents as the Manager determines are necessary or appropriate in order for the Fund to comply with applicable Canadian, United States or non-Canadian or non-United States laws, including tax laws (including all aspects of any tax information sharing regime), tax reporting obligations, tax withholding or tax payment obligations, including both currently applicable and any future laws that may be enacted to reduce any Canadian, United States or non-Canadian or non-United States tax that may be directly or indirectly imposed on the Fund, any Underlying Fund or any securityholder of the Fund or to comply with the requests or requirements of an applicable taxing authority. For greater certainty, the Subscriber hereby agrees that it shall also promptly provide such information, documentation, waiver or certification as may be requested by the Manager to determine whether any withholding may be required with respect to the Securities or in connection with tax filings in any jurisdiction in which or through which the Fund directly or indirectly invests, including any information, documentation, waiver or certification required for the Fund or any Underlying Fund to comply with any tax return or information filing requirements or to obtain a reduced rate of, or exemption from, any applicable tax or withholding requirement that may be imposed on the Fund or any Underlying Fund or any investor in the foregoing, or to comply with the requests or requirements of an applicable taxing authority. The Subscriber acknowledges and agrees that any such information, forms or documentation requested by the Manager pursuant to this paragraph, or any financial or account information with respect to the Subscriber’s investment in the Fund, may be disclosed to any withholding agent where the provision of that information is required by such agent to avoid the application of any applicable withholding tax and may be disclosed to applicable governmental authorities. If the Subscriber fails to comply with its obligations under this paragraph, or if it provides information or documentation that is in any way misleading, the Manager on behalf of the Fund reserves the right (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax or other penalties): (a) to take any action and/or pursue any or all remedies at its disposal including, without limitation, withdrawal of the Subscriber as a securityholder of the Fund; and (b) to cause the Subscriber to bear the economic burden of any taxes, liabilities, costs or expenses imposed (directly or indirectly) as a result of the Subscriber’s failure to comply with its obligations under this paragraph by specially allocating such taxes, liabilities, costs or expenses to the Subscriber and/or withholding such amounts from proceeds otherwise distributable to the Subscriber. In the event the Fund fails to withhold such amounts, the Subscriber further acknowledges that the Fund may require the Subscriber to reimburse the Fund or the Manager, as applicable, for such amounts. In addition, the Manager shall have full authority (but will not be required) to take any steps that the Manager reasonably determines are necessary or appropriate to mitigate the consequences to the Fund, any entity in which the Fund holds (directly or indirectly) an equity or debt interest and/or any other securityholder of the Fund of such Subscriber’s failure to comply with its obligations under this paragraph. The Subscriber hereby agrees to indemnify each of the Manager, the Trustee and the Fund and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents, and agrees to hold each of them harmless, from and against any liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever that any of the foregoing may incur as a result of any breach by the Subscriber of its obligations under this paragraph.

***Bad Actor Disclosure***

The Subscriber hereby represents and warrants that it is not a Bad Actor (as defined below) and that no Bad Act (as defined below) exists with respect to the Subscriber or any person that indirectly controls the voting of the Subscriber's Securities. The Subscriber agrees to provide the Fund any information that the Fund may reasonably request in order to determine whether the Subscriber or any person that indirectly controls the voting of the Subscriber's Securities is a Bad Actor, including, without limitation, filings with, and records of, courts and regulators. The Subscriber agrees to notify the Fund of the Bad Acts of the Subscriber or any person that indirectly controls the voting of the Subscriber's Securities promptly upon their occurrence.

**"Bad Actor"** means a person who has committed a Bad Act.

**"Bad Act"** includes any of the following: (i) a conviction, within the past ten years, of any felony or misdemeanor: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the Securities and Exchange Commission (the **"Commission"**); or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities; (ii) being subject to any order, judgment or decree of any court of competent jurisdiction, entered within the past five years, that, as of the date hereof, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the Commission; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities; (iii) being subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that: (A) as of the date hereof, bars the person from: (1) association with an entity regulated by such commission, authority, agency, or officer; (2) engaging in the business of securities, insurance or banking; or (3) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the past ten years; (iv) being subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Exchange Act (15 U.S.C. 78o(b) or 78o-4(c)) or section 203(e) or (f) of the U.S. Investment Advisers Act of 1940, as amended (the **"Advisers Act"**) (15 U.S.C. 80b-3(e) or (f)) that, as of the date hereof: (A) suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser; (B) places limitations on the activities, functions or operations of such person; or (C) bars such person from being associated with any entity or from participating in the offering of any penny stock; (v) being subject to any order of the Commission entered within the past five years that, as of the date hereof, orders the person to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the U.S. Securities Act (15 U.S.C. 77q(a)(1)), section 10(b) of the Exchange Act (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Exchange Act (15 U.S.C. 78o(c)(1)) and section 206(1) of the Advisers Act (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or (B) section 5 of the U.S. Securities Act (15 U.S.C. 77e); (vi) being suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade; (vii) having filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within the past five years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, as of the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or (viii) being subject to a United States Postal Service false representation order entered within the past five years, or is, as of the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

***Privacy Policy and Disclosure of Information to Securities Regulators***

Attached as **Schedule "C"** hereto is a copy of the Fund's Privacy Policy. By signing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of the Subscriber's personal information in accordance with such policy. The Subscriber acknowledges, consents and agrees that if personal information relating to the Subscriber is provided by the Fund, the Trustee and/or the Manager to an Underlying Fund, such personal information shall be transferred and processed outside of Canada, and such Underlying Fund and/or its delegates may transfer and/or process such personal data outside of Luxembourg and the Subscriber hereby consents to such transfer and/or processing and further represents that it is duly authorized to provide this consent on behalf of any individual whose personal data is provided by the Subscriber to the Fund.

Attached as **Schedule “D”** hereto is a copy of the privacy notice of the Luxembourg Fund. By signing this Subscription Agreement, the Subscriber acknowledges receipt of the privacy notice and consents to the collection, use and disclosure of the Subscriber’s personal information in accordance with such policy by the Luxembourg Fund, as applicable.

The Subscriber is hereby informed, understands and accepts that information that may be covered by professional secrecy concerning the Subscriber may be disclosed to and processed by an Underlying Fund’s service providers (including the depositary and the administrator of the Luxembourg Fund) and/or their affiliates subject to and in accordance with the terms of their engagement with or in respect of the Underlying Fund, any of its managers or any of their respective affiliates (which engagement includes the ability for such service providers and/or their affiliates to delegate and/or outsource to its group members and/or third parties certain of the services (including, without limitation, anti-money laundering checks, fund accounting, investor relations, tax, middle-office, company secretarial and treasury (as applicable) services) it has agreed to provide, which necessitate the transfer of information covered by professional secrecy to such persons) and such other parties that are involved in the process of the business relationship (e.g., external processing centres, dispatch or payment agents), in each case including, without limitation, companies or other entities based outside Luxembourg and the European Economic Area (EEA), and in particular in India, the Philippines, United Kingdom and the United States of America (it being understood that this list may evolve over time). To the extent relevant for the performance of certain tasks, the Subscriber hereby provides consent to the general partner, the alternative investment fund manager (AIFM), the depositary and the administrator of the Luxembourg Fund, the other service providers of the Luxembourg Fund and their respective affiliates to the above-mentioned transfer of the Subscriber’s information covered by professional secrecy, for the duration of its investment in the Fund and for the period prescribed under applicable laws and regulations thereafter.

The Subscriber acknowledges and agrees that the Subscriber has been notified by each of the Fund, the Trustee and the Manager that it may be required to deliver a form to the applicable Canadian securities regulatory authority(ies) or regulator(s) containing personal information of the Subscriber, including the full name, residential address, telephone number and e-mail address (if available) of the Subscriber, the number and type of securities purchased, the total purchase price paid for such securities, the date of the purchase, the prospectus exemption relied upon under applicable securities laws to complete such purchase, including how the Subscriber qualifies for such exemption, whether the Subscriber is a registrant and information relating to any compensation paid and the person so compensated in connection with the investment. This information is collected by the applicable securities regulatory authority(ies) or regulator(s) under the authority granted in securities legislation, for the purposes of the administration and enforcement of the securities legislation of the applicable jurisdiction(s). By submitting this subscription, the Subscriber authorizes the indirect collection of the information by the applicable securities regulatory authority(ies) or regulator(s) and acknowledges that such information may be made available to the public under applicable securities legislation. The title, business address and business telephone number of the public official(s) in the applicable jurisdiction(s) who can answer questions about the collection of information described above are set out in Privacy Policy attached as **Schedule “C”** hereto.

### ***Indemnity***

The Subscriber agrees to indemnify each of the Fund, the Trustee and the Manager against all losses, claims, costs, expenses, damages and liabilities that any of the foregoing may suffer or incur or cause as a result of or arising from the reliance on the representations, warranties, agreements, certifications and covenants of the Subscriber by the Fund, the Trustee and/or the Manager, as the case may be, and/or the breach of any of them by the Subscriber. Any signatory signing on behalf of the Subscriber as agent or otherwise represents and warrants that such signatory has authority to bind the Subscriber and agrees to indemnify each of the Fund, the Trustee and the Manager against all losses, claims, costs, expenses, damages and liabilities that any of the foregoing may suffer or incur or cause as a result of or arising from the reliance on such representation and warranty by the Fund, the Trustee and/or the Manager, as the case may be.

### ***Confidentiality***

The Subscriber shall keep confidential and not make any use of (other than for purposes reasonably related to its investment in the Fund) or disclose to any person any information or matter relating to any of the Fund and the Underlying Funds and each of their respective affairs and any information or matter relating to any investment of the Fund or any Underlying Fund, other than disclosure to the Subscriber’s authorized representatives, provided that the Subscriber may make such disclosure to the extent that: (i) the information to be disclosed is publicly known at the time of the proposed disclosure by the Subscriber through no fault of the Subscriber; (ii) the information otherwise is or becomes legally known to the Subscriber other than through disclosure by the Fund, the Trustee, the applicable Underlying Fund or any person related to the foregoing; or (iii) such disclosure is required by law or in response to any government entity request or in connection with an examination by any regulatory authority, provided that such government entity or regulatory authority is aware of the confidential nature of the information disclosed. Prior to making any disclosure required by law, the Subscriber shall use its best efforts to notify the Fund of such disclosure. Prior to any disclosure

to any authorized representative, the Subscriber shall advise such persons of the confidentiality obligations set forth herein and each such person shall agree to be bound by such obligations.

### ***Statement of Related and Connected Issuers***

Canadian securities legislation requires the Manager, prior to trading with or advising their clients, to purchase securities to inform them of any relevant relationships and connections they may have with the issuer of securities. The Subscriber acknowledges receipt of and having read the “Statement of Related and Connected Issuers” set out in the Offering Memorandum in this regard.

### ***Governing Law***

This Subscription Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. By the Subscriber’s execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of British Columbia.

### ***English Language Contract***

Any potential Subscriber acknowledges and agrees that by requesting information on the issuer and any investment opportunity, and by purchasing securities of the issuer, it: (i) expressly wishes and requested that this Subscription Agreement and all communications, disclosure and other documents, any agreement and any form of order and confirmation, as applicable, be drawn up in the English language only; and (ii) acknowledges that the issuer is not based in the Province of Québec and that any agreement to purchase securities, as applicable, is being formed outside of the Province of Québec. *Tout souscripteur potentiel reconnaît et convient qu’en demandant de l’information sur l’émetteur et toute occasion de placement, et en achetant des titres de l’émetteur, il: (i) souhaite et demande expressément que cette convention de souscription et toutes les communications, tous les documents d’information et autres documents, toute entente et toute forme de commande et de confirmation, le cas échéant, soient rédigés en anglais seulement; et (ii) reconnaît que l’émetteur n’est pas établi dans la province de Québec et que toute entente d’achat de titres, le cas échéant, est conclue à l’extérieur de la province de Québec.*

### ***Prospectus Exemptions***

The Subscriber acknowledges that if this Subscription Agreement is accepted, the Securities will be distributed to the Subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the Fund to deliver to the Subscriber a prospectus that complies with statutory requirements. In doing so, the Fund will be relying on the following representations and certification by the Subscriber:

**The Subscriber hereby represents and certifies** that the Subscriber is acting for the Subscriber’s own account and is purchasing the Securities as principal (or is deemed by National Instrument 45-106 - *Prospectus Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is:

- (a) a resident of a province or territory of Canada; and
- (b) an “accredited investor” and has completed the Certificate of Accredited Investor attached as **Schedule “B”**.

**Joint Accounts:** Each account holder must sign a copy of this Subscription Agreement and provide appropriate proof of identification. Each such account holder hereby confirms that the Securities are to be held by each account holder as joint tenants and not as tenants in common and that the Manager, the Fund and/or the Trustee are hereby authorized to take orders from either of account holder alone. Unless the account holders both instruct the Manager differently: (i) allocations for tax purposes will be made to each account holder in equal amounts; and (ii) distributions of profit and capital will be made and paid to the order of all joint account holders (if paid by cheque) or to the account from which wire payment for the subscription for Securities was received.



This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(day) (month) (year)

- Class A Units             - Class F Units             - Class I Units             - Class XF Units
- Class A-CAD Units     - Class F-CAD Units       - Class I-CAD Units       - Class XF-CAD Units
- Class ICS Units         - Class ICS-CAD Units

Aggregate Subscription Amount:

**X** \_\_\_\_\_  
Subscriber's Signature

US\$ \_\_\_\_\_  
CDN\$ \_\_\_\_\_

**Name and Address of Subscriber:**

\_\_\_\_\_

Print Name – (Full Legal Name) (Affix seal if a corporation)

\_\_\_\_\_

Address (No P.O. Box Number)

\_\_\_\_\_

City, Province, Postal Code

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**If Subscriber is not an Individual:**

Type of Entity: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

\_\_\_\_\_

Name and Position of Signatory (if applicable)

Date of Incorporation or Formation: \_\_\_\_\_

**If the Subscriber is a corporation, trust or partnership, the Subscriber, or any beneficial purchaser of Securities for whom the Subscriber may be acting:  IS /  IS NOT [check one] a "financial institution" within the meaning of section 142.2 of the *Income Tax Act* (Canada)**

**If Subscriber is an Individual:**

By what given name are you commonly known?

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

S.I.N.: \_\_\_\_\_

**Dealer Certification (this section is to be completed by the Subscriber's registered adviser or dealer (the "Subscriber's Agent")):**

By submitting this completed Subscription Agreement to the Trustee, the Fund and the Manager, the Subscriber's Agent hereby acknowledges and confirms that: (a) it has fulfilled all relevant "know-your-client" and suitability obligations that it owes to the Subscriber; (b) it has complied with all applicable anti-money laundering, terrorist financing, sanctions and FATCA/CRS requirements; and (c) if the Subscriber is purchasing Securities as an "accredited investor", then it has verified, using the collected "know-your-client" information or other relevant information, that the Subscriber is an "accredited investor" for the purposes of this subscription.

\_\_\_\_\_  
Name of Subscriber's Agent (Firm Name)

\_\_\_\_\_  
Name and Signature of Authorized Signatory

**SCHEDULE "A"**

**CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS**

**TO:** Alpine SPRING Private Venture & Growth Fund  
(the "**Fund**")  
c/o Spartan Fund Management Inc.  
(the "**Trustee**")

**AND TO:** Spartan Fund Management Inc. (the "**Manager**")

I have read and understand this "Consent to Electronic Delivery of Documents" and consent to the electronic delivery of the documents listed below that the Fund, the Trustee and/or the Manager elects to deliver to me electronically, all in accordance with my instructions below.

1. The following documents will be delivered electronically pursuant to this consent:
  - (a) audited annual financial statements for the Fund; and
  - (b) such other reports or investment commentary as the Manager may be required or may choose to provide.
2. All documents delivered electronically will be delivered by electronic mail to the address listed on page S-19
3. I acknowledge that I may receive from the Manager a paper copy of any documents delivered electronically at no cost if I contact the Manager by telephone, facsimile, regular mail or electronic mail at:

Spartan Fund Management Inc.  
150 King Street West, Suite 200  
Toronto, Ontario, Canada M5H 1J9  
Telephone: 416.601.3171  
Facsimile: 416.601.5611  
Email: [admin@spartanfunds.ca](mailto:admin@spartanfunds.ca)
4. I understand that I will be provided with a paper copy of any documents delivered electronically if electronic delivery fails.
5. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if I have provided an electronic mail address), at any time by notifying the Manager of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
6. I understand that I am not required to consent to electronic delivery of the above documents.
7. It is my express wish that the documents to be delivered under this consent be drawn up in English. *Je confirme ma volonté expresse que les documents à remettre conformément au présent formulaire de consentement soient rédigés en anglais.*

**In addition to the above, I understand that as a result of my investment in the Fund I may receive email correspondence from the Manager (or from the Fund's administrator or other service provider on behalf of the Manager) from time to time, including investment reports, promotional emails and other commercial electronic messages, even after I am no longer invested in the Fund. I also understand that I may withdraw my consent to receiving such communications unrelated to my investment in the Fund by contacting the Manager at the address above.**

	Yes	No
I wish to receive email copies of the documents referred to in paragraph 1 above:	<input type="checkbox"/>	<input type="checkbox"/>
I consent to receiving reports, promotional emails and other commercial electronic messages from the Manager, the Fund's administrator or from other service providers on behalf of the Manager:	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

**SCHEDULE "B-1"**

**CERTIFICATE OF ACCREDITED INVESTOR**

**TO:** Alpine SPRING Private Venture & Growth Fund  
(the "**Fund**")  
c/o Spartan Fund Management Inc.  
(the "**Trustee**")

**AND TO:** Spartan Fund Management Inc. (the "**Manager**")

**AND TO:** CIBC Asset Management Inc. (the "**Servicing Agent**")

In connection with the purchase by the undersigned purchaser (the "**Subscriber**") of one or more Securities (as defined in the Subscription Agreement to which this schedule is attached) of the Fund, the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Trustee, the Fund, the Manager and the Servicing Agent that the Subscriber is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of, a province or territory of Canada, the Subscriber is purchasing such securities as principal and the Subscriber is (and will at the time of acceptance of this Subscription Agreement, and any additional subscriptions, be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**") or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

**PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:**

_____	(a) except in Ontario, a Canadian financial institution, or a Schedule III bank,
_____	(a.1) in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1 (1) of the <i>Securities Act</i> (Ontario),
_____	(b) except in Ontario, the Business Development Bank of Canada incorporated under the <i>Business Development Bank of Canada Act</i> (Canada),
_____	(b.1) in Ontario, the Business Development Bank of Canada,
_____	(c) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
_____	(c.1) in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
_____	(d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
_____	(d.1) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,  <b>Jurisdiction(s) registered:</b> _____ <b>Categories of registration:</b> _____
_____	(e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
_____	(e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador),  <b>Name of person with whom Subscriber is or was registered:</b> _____ <b>Jurisdiction(s) registered:</b> _____

	<b>Categories of registration:</b> _____
_____	(f) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
_____	(f.1) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,
_____	(g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
_____	(h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
_____	(i) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,
_____	(i.1) in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,  <b>Jurisdiction(s) registered:</b> _____ <b>Registration number(s):</b> _____
_____	<b>(j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000, [If this is your applicable category, you must also complete <u>Form 45-106F9, which is attached as Schedule "B-2".</u>]</b>
_____	<b>(j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000</b>
_____	<b>(k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300 000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, [If this is your applicable category, you must also complete <u>Form 45-106F9, which is attached as Schedule "B-2".</u>]</b>
_____	<b>(l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000, [If this is your applicable category, you must also complete <u>Form 45-106F9, which is attached as Schedule "B-2".</u>]</b>
_____	(m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,  <b>Type of entity:</b> _____ <b>Jurisdiction and date of formation:</b> _____
_____	(n) an investment fund that distributes or has distributed its securities only to:  (i) a person that is or was an accredited investor at the time of the distribution,  (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or  (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],
_____	(o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
_____	(p) a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction,

	<p>acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,</p> <p><b>Jurisdiction(s) registered:</b> _____</p> <p><b>Registration number(s):</b> _____</p>
_____	<p>(q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,</p> <p><b>Jurisdiction(s) registered or authorized:</b> _____</p> <p><b>Categories of registration:</b> _____</p>
_____	<p>(r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,</p> <p><b>Registration number(s) assigned to subscriber:</b> _____</p> <p><b>Name of eligibility adviser or registered advisor:</b> _____</p> <p><b>Jurisdiction(s) registered:</b> _____</p> <p><b>Categories of registration:</b> _____</p>
_____	<p>(s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function,</p> <p><b>Jurisdiction organized:</b> _____</p> <p><b>Type of entity:</b> _____</p>
_____	<p>(t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,</p> <p><b>Name(s) of owners of interest:</b> _____</p> <p><b>Categories of accredited investor:</b> _____</p>
_____	<p>(u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,</p> <p><b>Name of advisor:</b> _____</p> <p><b>Jurisdiction(s) registered:</b> _____</p> <p><b>Categories of registration:</b> _____</p> <p><b>Basis of exemption:</b> _____</p>
_____	<p>(v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor,</p> <p>_____ (v.1) in Ontario, a person or company that is recognized or designated by the Commission as an accredited investor,</p> <p><b>Jurisdiction(s) recognized or designated:</b> _____</p>
_____	<p>(w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.</p>

Name(s) of settlor: \_\_\_\_\_

Name(s) of trustees: \_\_\_\_\_

Categories of accredited investor: \_\_\_\_\_

Categories of beneficiaries: \_\_\_\_\_

**For the purposes hereof:**

- (a) “**Canadian financial institution**” means:
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
  - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (b) “**director**” means:
- (i) a member of the board of directors of a company or an individual who performs similar functions for a company; and
  - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (c) “**eligibility adviser**” means:
- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
  - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
    - (1) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
    - (2) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (d) “**financial assets**” means cash, securities or a contract of insurance, a deposit or evidence of deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a purchaser’s personal residence would not be included in a calculation of financial assets;
- (e) “**financial statements**” for the purposes of paragraph (m) of the “accredited investor” definition must be prepared in accordance with applicable generally accepted accounting principles;
- (f) “**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- (g) “**investment fund**” has the same meaning as in National Instrument 81-106 *Investment Partnership Continuous Disclosure*;
- (h) “**person**” includes:
- (i) an individual;
  - (ii) a corporation;
  - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
  - (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

- (i) “**person**” in Ontario means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (j) “**net assets**” means all of the purchaser’s total assets minus all of the purchaser’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a purchaser’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser’s personal residence. To calculate a purchaser’s net assets under the “accredited investor” definition, subtract the purchaser’s total liabilities from the purchaser’s total assets (including real estate). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security;
- (k) “**related liabilities**” means:
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or
  - (ii) liabilities that are secured by financial assets;
- (l) “**Schedule III bank**” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (m) “**spouse**” means, an individual who:
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual;
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);
- (n) “**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

**All monetary references in this schedule are in Canadian Dollars.**

**SCHEDULE “B-2”  
RISK ACKNOWLEDGEMENT FORM FOR INDIVIDUAL ACCREDITED INVESTORS  
(FORM 45-106F9)**

**WARNING!**  
**This investment is risky. Don’t invest unless you can afford to lose all the money you pay for this investment.**

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER</b>	
<b>1. About your investment</b>	
Type of securities: Units	Issuer: Alpine SPRING Private Venture & Growth Fund
Purchased from the issuer: Alpine SPRING Private Venture & Growth Fund	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$_____. [ <i>Instruction: Insert the total dollar amount of the investment.</i> ]	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment.	
<b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	<b>Your initials</b>
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
• Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

<b>4. Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer, a registrant, or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	E-mail:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER</b>	
<b>6. For more information about this investment</b>	
<b>Alpine SPRING Private Venture &amp; Growth Fund</b> c/o Spartan Fund Management Inc. 150 King Street West, Suite 200 Toronto, Ontario, Canada M5H 1J9  Email: admin@spartanfunds.ca Telephone: (416) 601-3171  <b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b>	

The information in sections 1, 5, and 6 must be completed before the purchaser completes and signs the form.

The purchaser must sign this form. Each of the purchaser and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.

**All monetary references are in Canadian Dollars.**

SCHEDULE “C”

PRIVACY POLICY

**SPARTAN FUND MANAGEMENT INC.**

The privacy of our investors is very important to us. Set forth below are our policies with respect to personal information of subscribers, investors and former investors that we collect, use and disclose. In connection with the offering and sale of securities of Alpine SPRING Private Venture & Growth Fund (the “**Fund**”), we collect and maintain personal information about subscribers. We collect your personal information to enable us to provide you with services in connection with your investment in the Fund, to meet legal and regulatory requirements and for any other purpose to which you may consent in the future. Your personal information is collected from the following sources:

- (a) subscription agreements or other forms that you submit to us;
- (b) your transactions with us and our affiliates; and
- (c) meetings and telephone conversations with you.

Unless you otherwise advise, by providing us with your personal information you have consented to our collection, use and disclosure of your information as provided herein and as provided in the declaration of trust of the Fund (the “**Declaration of Trust**”).

We collect and maintain your personal information in order to give you the best possible service and allow us to establish your identity, protect us from error and fraud, comply with the law and assess your eligibility for our products.

We may disclose your personal information to third parties, when necessary, and to our affiliates in connection with the services we provide related to your subscription for securities of the Fund, including:

- (a) financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Fund;
- (b) other service providers to the Fund, such as accounting, legal or tax preparation services; and
- (c) taxation and regulatory authorities and agencies.

We seek to carefully safeguard your private information and, to that end, restrict access to personal information about you to those employees and other persons who need to know the information to enable the Fund to provide services to you. Each employee of Spartan Fund Management Inc. is responsible for ensuring the confidentiality of all personal information they may access.

Your personal information is maintained on our networks or on the networks accessible at 150 King Street West, Suite 200, Toronto, Ontario, Canada M5H 1J9. Your information may also be stored at a secure off-site storage facility. You may access your personal information to verify its accuracy or to withdraw your consent to any of the foregoing collections, uses and/or disclosures being made of your personal information and may update your information by contacting Spartan Fund Management Inc. at the following number: 416.601.3171. Please note that your ability to participate in the Fund may be impacted should you withdraw your consent to the collection, use and disclosure of your personal information as outlined above.

**Investors should be aware that the Fund is required to file with each relevant Canadian securities regulatory authority a report setting out certain information, including the subscriber’s name and address, the class and series of securities issued, the date of issuance and the purchase price of securities issued to the subscriber. Such information is collected indirectly by such regulatory authorities under the authority granted to them in securities legislation, for the purposes of the administration and enforcement of their governing securities legislation. By submitting this subscription, the subscriber authorizes such indirect collection of the information by each such regulatory authority. The following officials can answer questions about the indirect collection of the information:**

**Alberta Securities Commission**

Suite 600, 250 – 5th Street SW  
 Calgary, Alberta T2P 0R4  
 Telephone: 403-297-6454  
 Toll free in Canada: 1-877-355-0585  
 Facsimile: 403-297-2082  
 Public official contact regarding indirect collection of information: FOIP  
 Coordinator

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
 701 West Georgia Street  
 Vancouver, British Columbia V7Y 1L2  
 Inquiries: 604-899-6854  
 Toll free in Canada: 1-800-373-6393  
 Facsimile: 604-899-6581  
 E-mail: FOI-privacy@bcsc.bc.ca  
 Public official contact regarding indirect collection of information: FOI Inquiries

**The Manitoba Securities Commission**

500 – 400 St. Mary Avenue  
 Winnipeg, Manitoba R3C 4K5  
 Telephone: 204-945-2561  
 Toll free in Manitoba 1-800-655-5244  
 Facsimile: 204-945-0330  
 Public official contact regarding indirect collection of information: Director

**Financial and Consumer Services Commission (New Brunswick)**

85 Charlotte Street, Suite 300  
 Saint John, New Brunswick E2L 2J2  
 Telephone: 506-658-3060  
 Toll free in Canada: 1-866-933-2222  
 Facsimile: 506-658-3059  
 E-mail: info@fcnb.ca  
 Public official contact regarding indirect collection of information: Chief  
 Executive Officer and Privacy Officer

**Government of Newfoundland and Labrador  
 Financial Services Regulation Division**

P.O. Box 8700  
 Confederation Building  
 2nd Floor, West Block  
 Prince Philip Drive  
 St. John's, Newfoundland and Labrador A1B 4J6  
 Attention: Director of Securities  
 Telephone: 709-729-4189  
 Facsimile: 709-729-6187  
 Public official contact regarding indirect collection of information:  
 Superintendent of Securities

**Government of the Northwest Territories  
 Office of the Superintendent of Securities**

P.O. Box 1320  
 Yellowknife, Northwest Territories X1A 2L9  
 Telephone: 867-767-9305  
 Facsimile: 867-873-0243  
 Public official contact regarding indirect collection of information:  
 Superintendent of Securities

**Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street  
 Duke Tower  
 P.O. Box 458  
 Halifax, Nova Scotia B3J 2P8  
 Telephone: 902-424-7768  
 Facsimile: 902-424-4625

Public official contact regarding indirect collection of information:  
 Executive Director

**Government of Nunavut  
 Department of Justice**

Legal Registries Division  
 P.O. Box 1000, Station 570  
 1st Floor, Brown Building  
 Iqaluit, Nunavut X0A 0H0  
 Telephone: 867-975-6590  
 Facsimile: 867-975-6594  
 Public official contact regarding indirect collection of information:  
 Superintendent of Securities

**Ontario Securities Commission**

20 Queen Street West, 22nd Floor  
 Toronto, Ontario M5H 3S8  
 Telephone: 416-593- 8314  
 Toll free in Canada: 1-877-785-1555  
 Facsimile: 416-593-8122  
 E-mail: exemptmarketfilings@osc.gov.on.ca  
 Public official contact regarding indirect collection of information:  
 Inquiries Officer

**Prince Edward Island Securities Office**

95 Rochford Street, 4th Floor Shaw Building  
 P.O. Box 2000  
 Charlottetown, Prince Edward Island C1A 7N8  
 Telephone: 902-368-4569  
 Facsimile: 902-368-5283  
 Public official contact regarding indirect collection of information:  
 Superintendent of Securities

**Autorité des marchés financiers**

800, rue du Square-Victoria, 22e étage  
 C.P. 246, Tour de la Bourse  
 Montréal, Québec H4Z 1G3  
 Telephone: 514-395-0337 or 1-877-525-0337  
 Facsimile: 514-873-6155 (For filing purposes only)  
 Facsimile: 514-864-6381 (For privacy requests only)  
 E-mail: financementdassocies@lautorite.qc.ca (For corporate finance  
 issuers); fonds\_dinvestissement@lautorite.qc.ca (For investment fund  
 issuers)  
 Public official contact regarding indirect collection of information:  
 Corporate Secretary

**Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601 - 1919 Saskatchewan Drive  
 Regina, Saskatchewan S4P 4H2  
 Telephone: 306-787-5842  
 Facsimile: 306-787-5899  
 E-mail: securities@gov.sk.ca  
 Public official contact regarding indirect collection of information:  
 Director

**Office of the Superintendent of Securities****Government of Yukon****Department of Community Services**

307 Black Street, 1st Floor  
 P.O. Box 2703, C-6  
 Whitehorse, Yukon Y1A 2C6  
 Telephone: 867-667-5466  
 Facsimile: 867-393-6251  
 E-mail: securities@gov.yk.ca  
 Public official contact regarding indirect collection of information:  
 Superintendent of Securities

## SCHEDULE “D”

### PRIVACY NOTICE OF THE LUXEMBOURG FUND

*Any capitalized terms not defined herein shall have the meanings ascribed thereto in the Confidential Offering Memorandum (General Section) of the StepStone (Luxembourg) SCA SICAV-RAIF and the Special Section II: StepStone (Luxembourg) SCA SICAV-RAIF – StepStone Private Venture and Growth Fund, together with any other amendments, amendments and restatements, supplements, enclosures and attachments thereto.*

#### ***Introduction***

By completing the Application Form, you are providing personal data to Stepstone Group Europe Alternative Investments Limited (the “**AIFM**”) in respect of the Fund. This Data Protection Notice is intended to ensure that you are aware of what personal data the AIFM on behalf of the Fund, as data controller holds in relation to you and how that data is used. The AIFM on behalf of the Fund will use your personal data only for the purposes and in the manner set forth below which describes the steps the AIFM takes to ensure its processing of your personal data is in compliance with the General Data Protection Regulation ((EU) 2016/679) (the “**GDPR**”) and any implementing legislation thereto including the Data Protection Acts 1988 and 2003 in Ireland and the Luxembourg law of 1 August 2018 on the organisation of the National Commission for Data Protection and the general regime on data protection as amended from time to time (the “**Data Protection Legislation**”).

Please note that where personal data is processed for purposes of legitimate interests, you have a right to object to such processing and the AIFM and its appointed service providers in respect of the Fund will no longer process the personal data unless it can be demonstrated that there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

#### ***Scope***

This Data Protection Notice applies to you and to third parties whose information you provide to the AIFM in connection with the AIFM’s relationship with you arising from your investment in the Fund. Please ensure that you provide a copy of this Data Protection Notice to any third parties whose personal data you provide to the AIFM in respect of the Fund. This Data Protection Notice applies to all personal data processed by the AIFM in respect of the Fund regardless of the media on which it is stored. The AIFM in respect of the Fund may update this Data Protection Notice at any time and will notify you in writing of any changes.

#### ***Nature, Purpose & Legal Basis for Processing***

Personal data is any data relating to a living person who can be identified directly from that data, or indirectly in conjunction with other information. The AIFM in respect of the Fund will hold some or all of the following types of personal data: name, address, date of birth, marital status, bank details, telephone recordings etc. This personal data will be used for the purposes of administration, transfer agency, statistical analysis, marketing and market research, in particular:

- to open accounts with the Fund and to manage and administer the investor’s holding in the Portfolio and any related accounts on an on-going basis;
- to carry out statistical analysis, marketing and market research.

Personal data will only be processed to the extent necessary for the purposes set out above for the AIFM’s legitimate business interests in respect of the Fund. The AIFM in respect of the Fund will also process personal data as necessary to comply with legal obligations. The AIFM in respect of the Fund will inform you in advance if it intends to further process your personal data for a purpose other than as set out above. The AIFM in respect of the Fund may also seek your specific consent to the processing of personal data for other specific purposes. You will have the right to withdraw such consent at any time.

## *Automated Processing*

### *Where you do not provide your Personal Data*

If you do not provide the AIFM with your personal data in respect your investment in the Fund, the AIFM may not be able to process your investor application or make redemption or any applicable dividend payments to you and/or may be required to discontinue the business relationship with you by compulsorily redeeming your shares in the Fund. The AIFM will tell you when asking for information which is a contractual requirement or needed to comply with its legal obligations.

### *Recipients of Investor Personal Data*

Your personal data will be disclosed to, and processed by, the Administrator (who will be a Data Processor of your personal data, as defined in Data Protection Legislation) for the purposes of carrying out the services of administrator and registrar of the Fund and to comply with legal obligations including under applicable law and anti-money laundering legislation (including but not limited to PEP screening and financial sanctions screening programs defined by the European Union (“EU”), the United Nations (“UN”), Her Majesty’s Treasury (“HMT”) and the Office of Foreign Assets Control (“OFAC”)) or foreign regulatory requirements. The Administrator may in turn disclose your personal data to agents or other third parties where necessary to carry out these purposes.

The AIFM in respect of the Fund may also disclose your personal data to:

- the money laundering reporting officer, the Fund, the AIFM, the Investment Advisor and the AIFM or their duly authorised agents and related, associated or affiliated companies (including StepStone Group LP);
- the Irish Revenue Commissioners;
- the Central Bank;
- agents of the Administrator who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements; and
- other third parties including financial advisors, legal advisors, regulatory bodies, auditors, technology providers or similar parties.

The AIFM on behalf of the Fund takes all reasonable steps, as required by Data Protection Legislation, to ensure the safety, privacy and integrity of your personal data and where appropriate, enter into contracts with such third parties to protect the privacy and integrity of such data and any information supplied.

### *Administrator and Depositary acting as Data Controller*

The Administrator may use the information provided by you in order to obtain information it requires in relation to your prospective investment in another fund. The Administrator may consider itself a data controller with respect to this activity.

The Administrator and MLRO may make a suspicious activity report to An Garda Síochana and the Irish Revenue where it has a suspicion of money laundering or a terrorist financing offence. Where the Administrator makes such a report for itself, not with respect to you, it may consider itself a data controller with respect to this activity. The legal basis for making such disclosure is to comply with a legal requirement.

Northern Trust Global Services SE, (the “**Depositary**”) may use your personal data where this is necessary for compliance with its legal obligation to which it is directly subject (i.e. in order to provide oversight and cash monitoring services). The Depositary, in respect of this specific use of personal data, acts as a data controller. The Depositary may in turn disclose your personal data to agents or other third parties where necessary to carry out these purposes.

### ***Transfers of Personal Data outside the EEA***

The AIFM on behalf of the Fund may transfer your personal data to countries outside of Ireland and Luxembourg (including the US) which may not have the same data protection laws as Ireland and Luxembourg. The AIFM on behalf of the Fund will take all steps reasonably necessary to ensure that your personal data is treated securely, and that appropriate safeguards are in place to protect the privacy and integrity of such personal data, in accordance with Data Protection Legislation. Please contact the AIFM if you wish to obtain information concerning such safeguards (see 'Contact Us' below).

### ***Security, Storage and Retention of Personal Data***

The AIFM on behalf of the Fund takes all reasonable steps as required by Data Protection Legislation to ensure the safety, privacy and integrity of your personal data. The AIFM on behalf of the Fund will retain your personal data only for so long as is necessary to carry out the purposes set out above and to comply with any legal obligations.

### ***Your Rights***

You have a right to obtain a copy of, and the right to rectify any inaccuracies in, the personal data the AIFM on behalf of the Fund holds about you by making a request to us in writing. You also have the right to request erasure, restriction, portability or object to the processing of your personal data or not to be subject to a decision based on automated processing, including profiling. You should inform the AIFM of any changes to your personal data. Any requests made under this section can be made using the details set out at 'Contact Us' below. The AIFM will respond to your request in writing, or orally if requested, as soon as practicable and in any event not more than one month after receipt of your request.

You have the right to lodge a complaint with the Office of the Data Protection Commissioner if unhappy with how your personal data is being handled.

### ***Contact us***

If you have any queries regarding this data protection notice, please contact us at Stepstone Group Europe Alternative Investments Limited, Newmount House, 22-24 Lower Mount Street, Dublin 2, D02 Y759, Ireland

## SCHEDULE "E"

### RESTRICTED PERSON STATUS UNDER FINRA RULE 5130

*Any capitalized terms not defined herein have the meanings ascribed thereto in the subscription agreement to which this schedule is attached.*

FINRA<sup>9</sup> rules limit participation by certain persons associated with broker/dealers and other financial-type accounts in the profits and losses from New Issues<sup>10</sup>.

A unitholder of the Fund or beneficial owner of units of the Fund (a "**Unitholder**") may be a Restricted Person for purposes of FINRA Rule 5130 if the Unitholder is:

- (1) A member of FINRA (a "**FINRA member**") or any other broker/dealer;
- (2) An officer, director, general partner, associated person, or employee of a FINRA member or any other broker/dealer (other than a limited business broker/dealer<sup>11</sup>); or an immediate family member<sup>12</sup> of any of the foregoing persons or an agent of a FINRA member or any other broker/dealer (other than a limited business broker/dealer) that is engaged in the investment banking or securities business or an immediate family member of such person;
- (3) A finder or any person acting in a fiduciary capacity to a FINRA member or any other broker/dealer acting as a managing underwriter, including, but not limited to, attorneys, accountants, and financial consultants; or an immediate family member of any of the foregoing persons if such person materially supports, or receives material support from, the immediate family member;
- (4) A person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment adviser, or collective investment account<sup>13</sup>, or an immediate family member of such person that materially supports, or receives material support from, such person;
- (5) A person that:
  - (a) is listed, or required to be listed, in Schedule A of a Form BD<sup>14</sup> (other than with respect to a limited business broker/dealer), except persons identified by an ownership code of less than 10 per cent,
  - (b) is listed, or required to be listed, in Schedule B of a Form BD (other than with respect to a limited business broker/dealer), except persons whose listing on

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<sup>9</sup> The U.S. Financial Industry Regulatory Authority.

<sup>10</sup> As defined pursuant to FINRA Rule 5130 to include any initial public offering of an equity security as defined in Section 3(a)(11) of the *U.S. Securities Exchange Act of 1934* made pursuant to a registration statement or offering circular.

<sup>11</sup> "Limited business broker/dealer" means any broker/dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

<sup>12</sup> "Immediate family member" means a person's parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, or child/children, and any other individual to whom the person provides material support.

<sup>13</sup> "Collective investment account" means any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. "Collective investment account" does not include a legal entity that is beneficially owned solely by any combination of one or more of the following persons: (i) "immediate family members" as defined under FINRA Rule 5130(i)(5); (ii) "family members" as defined under Advisers Act Rule 202(a)(11)(G)-1; or (iii) "family clients" as defined under Advisers Act Rule 202(a)(11)(G)-1 (i.e. a "family investment vehicle"). "Collective investment account" also does not include a legal entity that is beneficially owned by a group of friends, neighbours, business associates, or others that pool their money to invest in stock or other securities and are collectively responsible for making investment decisions (i.e., an "investment club").

<sup>14</sup> Form BD is the form used to register with the U.S. Securities and Exchange Commission as a broker/dealer.

Schedule B relates to an ownership interest in a person listed on Schedule A identified by an ownership code of less than 10 per cent,

- (c) is listed, or required to be listed, in Schedule C of a Form BD, which person meets the criteria described in (a) or (b) above,
  - (d) directly or indirectly owns 10 per cent or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market or other than with respect to a limited business broker/dealer),
  - (e) directly or indirectly owns 25 per cent or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market or other than with respect to a limited business broker/dealer), or,
  - (f) is an immediate family member of a person specified in any of items (a) through (e) above; or,
- (6) An account (including, without limitation, a corporation, trust, limited partnership, or limited liability company) (an “**Account**”) in which one or more Restricted Persons as described in sub-items (1) through (5) above hold, directly or indirectly, a beneficial interest.

**Acceptance**

This subscription is accepted in the City of Toronto on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.  
(day) (month) (year)

**SPARTAN FUND MANAGEMENT INC.,**  
as Manager and Trustee of **ALPINE SPRING PRIVATE**  
**VENTURE & GROWTH FUND**

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