



# BRAINPOWER TRADING

INDIVIDUAL

## **SUBSCRIPTION AGREEMENT** THE FINE PRINT, SIMPLIFIED

Welcome to BrainPower Trading, where we turn traditional investing on its head. Before you dive into the exhilarating world of our AI-driven hedge fund, here's the necessary legal mumbo jumbo. We promise it's as concise and painless as possible, and assure you it is all necessary information. At BrainPower Trading, transparency and compliance are just as important as our revolutionary trading strategies. So, take a deep breath, skim through the details, and get ready to join a select group of investors who are redefining the future of finance. Let's get this formality out of the way so you can focus on what really matters: exceptional returns and unmatched performance.

### **The Deets...**

There is some information we need from you in order to get everything in place. Once you read this Subscription Agreement, please click below to connect to the online Individual Subscriber Information & Investor Profile Document. This important process includes acceptance of this Subscription Agreement which is required to move forward.

**START THE SUBSCRIBER DOCUMENTATION**

## SUBSCRIPTION AGREEMENT

**BRAINPOWER TRADING SERIES FUND SERIES 1 LLC**  
**BRAINPOWER TRADING MANAGEMENT LLC**

General Partner  
16605 Lake Circle Drive  
Unit 346  
Fort Myers, FL 33908

**Re: BRAINPOWER TRADING SERIES FUND LLC—Issuance of Limited Partnership Interests**

The undersigned (the “Investor”) wishes to become a limited partner of **BRAINPOWER TRADING SERIES FUND LLC** (the “Fund” or the “Partnership”), a Delaware limited partnership, and to subscribe for a limited partnership interest (an “Interest”) in the Fund upon the terms and conditions set forth herein, in the confidential Private Offering Memorandum of the Fund, as the same may be supplemented, updated or modified from time to time (the “Memorandum”), and in the Limited Partnership Agreement of the Fund in effect as of the date hereof, as the same may be amended from time to time (the “Partnership Agreement”). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Partnership Agreement.

Accordingly, the Investor agrees as follows:

### **I. SUBSCRIPTION FOR AN INTEREST**

A.. Subscription; Capital Commitment; Binding Obligation to Make Capital Contribution(s).

1. All capitalized terms which are defined in the Master Limited Liability Company Operating Agreement of Limited Partnership and Series 1 Separate Series Operating Agreement of **BRAINPOWER TRADING SERIES FUND SERIES 1 LLC** dated May 29, 2024 as amended from time to time, (together the “Agreement”) shall have the same meaning in this Subscription Agreement as in the Master Limited Liability Operating Agreement, unless otherwise defined or unless the context requires otherwise.
2. The undersigned hereby subscribes for and agrees to purchase Series 1 Interests (the “Series 1 Interests”) of **BRAINPOWER TRADING SERIES FUND SERIES 1 LLC** (the “Series 1” or “Company”), a Series Limited Liability Company organized under the laws of the State of Delaware, and to make a capital contribution to the Partnership in the amount indicated hereinbefore and on the terms and conditions described herein and in the Private Offering Memorandum dated June 1, 2024 (together with all appendices and supplements (if any) thereto, the “Memorandum”) relating to the offering (the “Offering”) of the Series 1 Interests.
3. The undersigned tenders herewith marketable securities or cash in the form of a check made payable to the order of or a wire transmitted to “**BRAINPOWER TRADING SERIES FUND SERIES 1 LLC**” in the full amount of the above stated capital contribution. The undersigned understands that the minimum investment is \$100,000.00, subject to the discretion of the General Partner to accept lesser amounts.

4. The undersigned agrees that this subscription, including, without limitation, the undersigned's promise to pay and contribute to the Partnership the full amount of the undersigned's Capital Commitment as set forth herein, is and shall be irrevocable and an enforceable obligation of the undersigned only upon written acceptance of the Capital Contribution by the General Partner. The undersigned further acknowledges that the undersigned's failure or default in contributing any portion of the undersigned's Capital Commitment demanded by the Fund Manager in accordance with the terms of the Agreement and this Subscription Agreement may result in the Fund Manager, at its election, taking certain remedial actions against the undersigned, including all remedies available at law or in equity, the right to cause and treat such Defaulting Partner's existing Capital Account, if any, to be reduced by an amount equal to fifty percent (50%), and other remedies as may be set forth in the Agreement.

B. Purchase; Adoption of Agreement.

1. The undersigned hereby agrees to tender marketable securities (as may be permitted in the General Partner's sole discretion) or cash in the form of a check made payable to the order of or a wire transmitted to "**BRAINPOWER TRADING SERIES FUND LLC**" (each a "Capital Contribution") at such time (or times) as may be requested by the General Partner in accordance with the terms of the Memorandum and the Agreement, up to the full amount of the undersigned's Capital Commitment. The undersigned understands that the minimum Capital Commitment is **\$100,000**, subject to the discretion of the General Partner to accept lesser amounts.
2. The undersigned hereby accepts, adopts, and agrees to be bound by each and every provision contained in the Agreement, and agrees to become a Limited Partner of the Partnership hereafter. Accordingly, the undersigned tenders herewith two executed counterparts of the Signature Page of the Agreement which shall become effective upon the General Partner's acceptance of this Subscription Agreement.

C. Acceptance or Rejection of Subscription.

1. The undersigned understands and agrees that the General Partner reserves the right to reject this subscription for the Series 1 Interests in whole or in part and at any time prior to the Closing Date (as hereinafter defined) if in its judgment it deems such action to be in the best interests of the Partnership. The General Partner will promptly notify the undersigned of the acceptance or rejection of the undersigned's subscription. The Subscriber only becomes a Limited Partner upon notice of acceptance by the General Partner.
2. In the event of rejection of this subscription, the undersigned's cash, check (or amount of cash evidenced thereby), or marketable securities will be promptly returned to the undersigned without deduction and this Subscription Agreement shall have no force or effect. The subscribers whose subscriptions are accepted will be admitted as limited partners of the Partnership (as so admitted, hereinafter sometimes individually referred to as a "Limited Partner" and, collectively, the "Limited Partners").

- D. Closing Dates. The “Closing Date” shall be the date the undersigned is admitted as a Limited Partner. The Closing Date will be the first day of the calendar month specified by the General Partner or such other date selected by the General Partner in its sole and absolute discretion. The Series 1 Interests subscribed for herein shall not be deemed issued to, or owned by, the undersigned until the Agreement has been executed by the undersigned and countersigned by the General Partner.

## **II. REPRESENTATIONS AND COVENANTS OF INVESTOR**

- A. The Investor agrees that it will not resell, re-offer or otherwise transfer the Interest without registration under the Securities Act of 1933, as amended (the “Securities Act”), or an exemption therefrom. The Investor acknowledges that the Interest subscribed for hereunder has not been and will not be registered under the Securities Act or any U.S. state securities laws or the laws of any other jurisdiction and, therefore, cannot be resold, re-offered or otherwise transferred unless it is so registered or an exemption from registration is available. The Investor acknowledges that the Fund is under no obligation to register the Interest on the Investor's behalf or to assist the Investor in complying with any exemption from registration under the Securities Act or any other law. The Investor acknowledges that the Interest can only be transferred in accordance with the Agreement. The Investor acknowledges that the General Partner in its sole discretion may cause a compulsory withdrawal of all or any portion of the Investor's Interest in accordance with the Agreement.
- B. The Investor has received, carefully read and understands the Agreement and the Memorandum, including the sections of the Memorandum outlining, among other things, the organization and investment objectives and policies of, and the risks and expenses of an investment in, the Fund. The Investor acknowledges and agrees that it has made an independent decision to invest in the Fund and that, in making its decision to subscribe for an Interest, or making a subsequent investment decision with respect to the Fund, the Investor can rely only on information included in the Fund Documents (which shall have the meaning assigned to such term in the Memorandum) and any Additional Information (which, solely for purposes of this paragraph, shall have the meaning assigned to such term in the Memorandum) (irrespective of any other information furnished to the Investor). The Investor is not relying on the Fund, the General Partner, the Investment Advisor or the Administrator or any other person or entity with respect to the legal, tax and other economic considerations involved in this investment other than the Investor's own advisers. The Investor's investment in the Interest is consistent with the investment purposes, objectives and cash flow requirements of the Investor and will not adversely affect the Investor's overall need for diversification and liquidity.
- C. The Investor has not and shall not reproduce, duplicate or deliver the Memorandum, the Agreement or this Subscription Agreement to any other person, except professional advisers to the Investor or as authorized by the General Partner. Notwithstanding anything to the contrary herein, the Investor (and each employee, representative or other agent of the Investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of: (i) the Fund; and (ii) any of the Fund's transactions, and all materials of any kind (including, without limitation, opinions or other tax analyses) that are provided to the Investor relating to such tax treatment and tax structure, it being understood that “tax treatment” and “tax structure” do not include the name or the identifying information of (i) the Fund or (ii) the parties to a transaction.

- D. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the Investor's investment in the Fund and is able to bear such risks, and has obtained, in the Investor's judgment, sufficient information from the General Partner to evaluate the merits and risks of such investment. The Investor has evaluated the risks of investing in the Fund, understands there are substantial risks of loss incidental to the purchase of an Interest and has determined that the Interest is a suitable investment for the Investor.
- E. The Investor has carefully read and understands the sections of the Memorandum outlining the limited provisions for transferability and withdrawal from the Fund. The Investor has no need for liquidity in this investment, can afford a complete loss of the investment in the Interest and can afford to hold the investment for an indefinite period of time. The Investor acknowledges that distributions, including, without limitation, the proceeds of withdrawals, may be paid in cash or in kind. The Investor is acquiring the Interest for its own account, for investment purposes only and not with a view toward distributing or reselling the Interest in whole or in part.
- F. The Investor acknowledges that:
1. the Interests have not been approved or disapproved by any securities regulatory authority in any jurisdiction including without limitation any securities regulatory authority of any State of the United States or by the Securities and Exchange Commission (the "SEC"), nor has any such authority or commission passed on the accuracy or adequacy of the Memorandum; and
  2. the representations, warranties, covenants, undertakings and acknowledgments made by the Investor in this Subscription Agreement will be relied upon by the Fund, the General Partner, the Investment Manager and the Administrator in determining the Investor's suitability as a purchaser of an Interest and the Fund's compliance with federal and state securities laws, and shall survive the Investor's admission as a Limited Partner.
- G. The Investor has all requisite power, authority and capacity to acquire and hold the Interest and to execute, deliver and comply with the terms of each of the instruments required to be executed and delivered by the Investor in connection with the Investor's subscription for the Interest, including this Subscription Agreement, and such execution, delivery and compliance does not conflict with, or constitute a default under, any instruments governing the Investor, or violate any law, regulation or order, or any agreement to which the Investor is a party or by which the Investor may be bound. If the Investor is an entity, the person executing and delivering each of such instruments on behalf of the Investor has all requisite power, authority and capacity, and has been duly authorized, to execute and deliver such instruments, and, upon request by the Fund, the General Partner or the Administrator, will furnish to the Fund true and correct copies of any instruments governing the Investor, including all amendments to any such instruments and all authorizations. This Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable in accordance with its terms.
- H. All information that the Investor has provided to the Fund, the General Partner or the Administrator concerning the Investor, the Investor's status, financial position and

knowledge and experience of financial, tax and business matters, or, in the case of an investor that is an entity, the knowledge and experience of financial, tax and business matters of the person making the investment decision on behalf of such entity, is correct and complete as of the date set forth herein.

- I. The Investor acknowledges that the value of a Limited Partner's capital account and withdrawals therefrom under the Agreement, and the performance of the Fund, may be based on unaudited and in some cases, estimated, valuations of the Fund's investments and that valuations provided in an investor's account statement may be an unaudited, estimated value.
- J. The Investor acknowledges that the Fund will not register as an investment company under the Investment Company Act of 1940, as amended (the "Company Act"), nor will it make a public offering of its securities within the United States.
- K. The Investor acknowledges, or, if the Investor is acting as agent or nominee for a subscriber (a "Beneficial Owner"), the Investor has advised the Beneficial Owner, that the Fund/Investment Manager may enter into agreements with placement agents providing for either: (i) a payment from the Investor to the particular placement agent; or (ii) a payment from the Fund/Investment Manager of a one-time or ongoing fee based upon the amount of the capital contribution of any investor introduced to the Fund by the agent.
- L. The Investor acknowledges that **Law Offices of Michael Lapat** ("L.O.M.L.") has been engaged by the General Partner and the Investment Manager to represent them and the Fund in connection with the organization of the Fund and this offering of Interests in the Fund. The Investor also acknowledges that no separate counsel has been engaged to independently represent the Limited Partners, including the Investor, in connection with the formation of the Fund, or the offering of the Interests.

The Investor acknowledges that L.O.M.L. will represent the Fund on matters for which it is retained to do so by the General Partner. The Investor also acknowledges that other counsel may also be retained where the General Partner determines that to be appropriate.

The Investor acknowledges that, in advising the General Partner and the Investment Manager with respect to the preparation of the Memorandum, L.O.M.L. has relied upon information that has been furnished to it by the General Partner, the Investment Manager and their affiliates, and has not independently investigated or verified the accuracy or completeness of the information set forth in the Memorandum. In addition, the Investor acknowledges that L.O.M.L. does not monitor the compliance of the General Partner, the Investment Manager or the Fund with the investment guidelines set forth in the Memorandum, the Fund's terms or applicable laws.

The Investor acknowledges that there may be situations in which there is a conflict between the interests of the General Partner and/or the Investment Manager and those of the Fund. The Investor acknowledges that, in these situations, the General Partner will determine the appropriate resolution thereof, and may seek advice from L.O.M.L. in connection with such determinations. The General Partner, the Investment Manager and the Fund have consented to L.O.M.L.'s concurrent representation of such parties in such circumstances. The Investor acknowledges that, in general, independent counsel will not be retained to represent the

interests of the Fund or the Limited Partners.

- M. If the Investor is a “charitable remainder trust” within the meaning of Section 664 of the Internal Revenue Code, the Investor has advised the General Partner in writing of such fact and the Investor acknowledges that it understands the risks, including specifically the tax risks, if any, associated with its investment in the Fund.
- N. The Investor acknowledges and agrees that, although the Fund, the General Partner, the Investment Manager and the Administrator will use their reasonable efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, any of the Fund, the General Partner, the Investment Manager and the Administrator may present this Subscription Agreement and the information provided in answers to it to such parties (e.g., affiliates, attorneys, auditors, administrators, digital asset counterparties, regulators and counterparties) as it deems necessary or advisable to facilitate the acceptance of the Investor's Capital Contributions and management of the Fund, including, but not limited to, in connection with anti-money laundering and similar laws, if called upon to establish the availability under any applicable law of an exemption from registration of the Interests, the compliance with applicable law and any relevant exemptions thereto by the Fund, the General Partner, the Investment Manager or their affiliates, or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Fund, the General Partner, the Investment Manager, the Administrator or their affiliates are a party or by which they are or may be bound or if the information is required to facilitate the Fund's investments. The Fund may also release information about the Investor if directed to do so by the Investor, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation, or if the General Partner and/or the Investment Manager, in its sole discretion, deems it necessary or advisable to reduce or eliminate withholding or other taxes on the Fund, its partners or the Investment Manager.

### III. ERISA

- (A) If the Investor is a “plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to the provisions of Title I of ERISA (an “ERISA Plan”), and/or a “plan” that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), or an entity whose assets are treated as “plan assets” under Section 3(42) of ERISA and any regulations promulgated thereunder (each, a “Plan”), the person executing this Subscription Agreement on behalf of the Plan (the “Fiduciary”) represents and warrants that:
  - 1. such person is a “fiduciary” of such Plan and trust and/or custodial account within the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Internal Revenue Code and such person is authorized to execute the Subscription Agreement;
  - 2. unless otherwise indicated in writing to the Fund, the Plan is not a participant-directed defined contribution plan;
  - 3. the Fiduciary has considered a number of factors with respect to the Plan's investment in the Interest and has determined that, in view of such considerations,

the purchase of an Interest is consistent with the Fiduciary's responsibilities under ERISA. Such factors include, but are not limited to:

- (a) the role such investment or investment course of action plays in that portion of the Plan's portfolio that the Fiduciary manages;
  - (b) whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the Fiduciary to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom;
  - (c) the composition of that portion of the portfolio that the Fiduciary manages with regard to diversification;
  - (d) the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Plan;
  - (e) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Plan; and
  - (f) the risks associated with an investment in the Fund and the fact that the Investor has only limited withdrawal rights.
- 4. the investment in the Fund has been duly authorized under, and conforms in all respects to, the documents governing the Plan and the Fiduciary;
  - 5. the Fiduciary is: (a) responsible for the decision to invest in the Fund; (b) independent of the Investment Manager and the Fund; and (c) qualified to make such investment decision; and
  - 6. (a) none of the Investment Manager, any of its employees or affiliates: (i) manages any part of the Investor's investment portfolio on a discretionary basis; (ii) regularly gives investment advice with respect to the assets of the Investor; (iii) has an agreement or understanding, written or unwritten, with the Investor under which the latter receives information, recommendations or advice concerning investments that are used as a primary basis for the Investor's investment decisions; or (iv) has an agreement or understanding, written or unwritten, with the Investor under which the latter receives individualized investment advice concerning the Investor's assets;

OR

(b) (i) the Fiduciary, who is independent of the Investment Manager, has studied the Memorandum and has made an independent decision to purchase Interests solely on the basis of such Memorandum and without reliance on any other information or statements as to the appropriateness of this investment for the Investor; and (ii) the Investor represents and warrants that neither the Investment Manager nor any of its employees or affiliates: (A) has exercised any investment discretion or control with respect to the Investor's purchase of Interests; (B) has authority,



responsibility to give, or has given individualized investment advice with respect to the Investor's purchase of the Interests; or (c) is the employer maintaining or contributing to such Plan.

- B. The Fiduciary agrees, at the request of the Fund, to furnish the Fund with such information as the Fund may reasonably require to establish that the purchase of the Interests by an ERISA Plan and the transactions to be entered into by the Fund do not violate any provision of ERISA or the Internal Revenue Code, including, without limitation, those provisions relating to “prohibited transactions” by “parties in interest” or “disqualified persons” as defined therein.
- C. The Fiduciary agrees to notify the General Partner promptly in writing should the Fiduciary become aware of any change in the information set forth in or required to be provided by this Section III.
- D. If applicable, the Investor has identified its status as a Benefit Plan Investor (as defined below) to the Fund on page 19. If the Investor has identified to the Fund on page 19 that it is not currently a Benefit Plan Investor, but becomes a Benefit Plan Investor, the Investor shall forthwith disclose to the General Partner promptly in writing such fact and also the percentage of the Investor's equity interests held by Benefit Plan Investors. For these purposes, a “**Benefit Plan Investor**”, as defined under Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), and any regulations promulgated thereunder, includes (a) an “employee benefit plan” that is subject to the provisions of Title I of ERISA; (b) a “plan” that is not subject to the provisions of Title I of ERISA, but that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the “**Internal Revenue Code**”), such as individual retirement accounts and certain retirement plans for self-employed individuals; and (c) a pooled investment fund whose assets are treated as “plan assets” under Section 3(42) of ERISA and any regulations promulgated thereunder because “employee benefit plans” or “plans” hold 25% or more of any class of equity interest in such pooled investment fund. The Investor agrees to notify the General Partner promptly in writing if there is any change in the percentage of the Investor's assets that are treated as “plan assets” for the purpose of Section 3(42) of ERISA and any regulations promulgated thereunder as set forth in the General Eligibility Representations section of this Subscription Agreement.
- E. If the Investor is an insurance company and is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Fund, it has identified on page 19 whether the assets underlying the general account constitute “plan assets” within the meaning of Section 401(c) of ERISA. The Investor agrees to promptly notify the General Partner in writing if there is a change in the percentage of the general account's assets that constitute “plan assets” within the meaning of Section 401(c) of ERISA and shall disclose such new percentage ownership.

#### IV. ANTI-MONEY LAUNDERING

**You should check the website of the U.S. Treasury Department's Office of Foreign Assets Control (“OFAC”) at <<http://www.treas.gov/offices/enforcement/ofac/>> before making the following representations and warranties.**

- A. The Investor represents and warrants that the amounts contributed by it to the Fund were not and are not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. United States federal regulations and executive orders administered by **OFAC** prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.<sup>3</sup> The lists of **OFAC** prohibited countries, territories, persons and entities can be found on the **OFAC** website at <http://www.treas.gov/offices/enforcement/ofac/>. In addition, the programs administered by **OFAC** (“**OFAC** Programs”) prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the **OFAC** lists.

The Investor represents and warrants that, to the best of its knowledge, none of:

- (1) the Investor;
- (2) any person controlling or controlled by the Investor;
- (3) if the Investor is a privately held entity, any person having a beneficial interest in the Investor; or
- (4) any person for whom the Investor is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an **OFAC** list, nor is a person or entity prohibited under the **OFAC** Programs.

Please be advised that the Fund and/or the Administrator may not accept any amounts from a prospective investor if it cannot make the representations and warranties set forth in the preceding paragraph. If an existing limited partner of the Fund cannot make these representations and warranties, the Fund may require the withdrawal of interests.

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

- C. The Investor represents and warrants that, to the best of its knowledge, none of:

- (1) the Investor;
- (2) any person controlling or controlled by the Investor;
- (3) if the Investor is a privately held entity, any person having a beneficial

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These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to **OFAC** sanctions and embargo programs.

- interest in the Investor; or
- (4) any person for whom the Investor is acting as agent or nominee in connection with this investment is a senior foreign political figure,<sup>4</sup> or any immediate family member<sup>5</sup> or close associate<sup>6</sup> of a senior foreign political figure as such terms are defined in the footnotes below.
- D. If the Investor is a non-U.S. banking institution (a “Non-U.S. Bank”) or if the Investor receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Non-U.S. Bank, the Investor represents and warrants that:
- (1) the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities;
- (2) the Non-U.S. Bank employs one or more individuals on a full-time basis;
- (3) the Non-U.S. Bank maintains operating records related to its banking activities;
- (4) the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and
- (5) the Non-U.S. Bank does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.
- E. The Investor acknowledges and agrees that any withdrawal proceeds paid to it will be paid to the same account from which the Investor's investment in the Fund was originally remitted, unless the General Partner, in its sole discretion, agrees otherwise.
- F. The Investor agrees that, upon the request of the Fund, the General Partner or the Administrator, the Investor will provide such information as the Fund, the General Partner or the Administrator require to satisfy applicable anti-money laundering laws and regulations, including, without limitation, the Investor's anti-money laundering policies and procedures, background documentation relating to its directors, trustees, settlors and beneficial owners, and audited financial statements, if any.

## V. GENERAL

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For these purposes, the term “senior foreign political figure” means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. For purposes of this definition, the term “senior official” or “senior executive” means an individual with substantial authority over policy, operations, or the use of government-owned resources.

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

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

- A. The Investor agrees to indemnify the Fund, the General Partner, the Investment Manager, the Administrator, each of their affiliates, and each other person, if any, who controls, is controlled by, or is under common control with, any of the foregoing, within the meaning of Section 15 of the Securities Act (each, an “Indemnified Person”), against any and all loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon: (i) any false representation or warranty made by the Investor, or breach or failure by the Investor to comply with any covenant or agreement made by the Investor, in this Subscription Agreement or in any other document furnished by the Investor to any of the foregoing in connection with this transaction; or (ii) any action for securities law violations instituted by the Investor which is finally resolved by judgment against the Investor. The Investor also agrees to indemnify each Indemnified Person for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Investor's assertion of lack of proper authorization from a Beneficial Owner to enter into this Subscription Agreement or perform the obligations hereof.
- B. The Fund, the General Partner, the Investment Manager and the Administrator shall not be liable for any interception of Account Communications (as defined on page 13).
- C. This Subscription Agreement, and any and all actions or controversies arising out of this Subscription Agreement, including, without limitation, tort claims, shall be governed by, construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the choice of law principles thereof that would result in the application of the substantive law of any jurisdiction other than the State of Delaware.
- D. If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith. Any provision hereof which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions hereof, and to this extent the provisions hereof shall be severable.
- E. If any answer provided or background documentation required under this Subscription Agreement is found to be false, forged or misleading, the Investor acknowledges that the General Partner may require the Investor to fully withdraw from the Fund as permitted under the Agreement.
- F. This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts. The counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all parties do not execute the same counterpart. Each party acknowledges and agrees that any portable document format (PDF) file, facsimile or other reproduction of its signature on any counterpart shall be equal to and enforceable as its original signature and that any such reproduction shall be a counterpart hereof that is fully enforceable in any court or arbitral panel of competent jurisdiction.
- G. This Subscription Agreement may be signed by any party under hand or by way of an electronic signature or by a signature or a representation of a signature affixed by mechanical means and may be reproduced as an electronic record and delivered to the

Administrator by facsimile, by electronic mail or by delivery through a web or other electronic portal. The Fund may take such steps as it deems appropriate to determine the reliability of any electronic signature.

## **VI. AGENT OR NOMINEE**

- A. If the Investor is acting as agent or nominee for a Beneficial Owner, the Investor acknowledges that the representations, warranties and covenants made herein are made by the Investor: (i) with respect to the Investor; and (ii) with respect to the Beneficial Owner. The Investor represents and warrants that it has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement.
- B. If, contemporaneously with this Subscription Agreement and with the prior written consent of the General Partner, the Investor will enter into a swap, structured note or other derivative instrument, the return from which is based in whole or in part on the return of the Fund (the "Swap"), with a third party (a "Third Party"), the Investor represents and warrants that with respect to a Third Party entering into a Swap: (i) the Third Party is authorized under its constitutional documents (e.g., certificate of incorporation, by-laws, partnership agreement or trust agreement) and applicable law (including U.S. and non-U.S. anti-money laundering laws and regulations) to enter into the Swap and would also be so authorized to invest directly into the Fund; (ii) the Third Party has received and reviewed a copy of the Memorandum, the Agreement, and this Subscription Agreement; (iii) the Third Party acknowledges that the Fund and its affiliates are not responsible for the legality, suitability or tax consequences of the Swap and that the Investor is not an agent of the Fund; and (iv) the Third Party is an "accredited investor" under Regulation D promulgated under the Securities Act. Nothing herein constitutes an agreement or statement by the Fund as to the legality of a Swap or the suitability of a Swap for the Third Party.

## **VII. POWER OF ATTORNEY**

The undersigned, as principal, does hereby constitute and appoint the General Partner as the undersigned's true and lawful attorney, in the name, place, and stead of the undersigned as Limited Partner of the Partnership, to make, execute, sign, acknowledge, swear to, and file: (i) all filings, if any, which require the signature of one or more Limited Partners under the Delaware Revised Uniform Limited Partnership Act, including, without limitation, any such filing for the purpose of admitting the undersigned and others as limited partners of the Partnership and describing their initial or any increased capital contributions; (ii) any and all instruments, certificates, and other documents which may be deemed necessary or desirable to effect the winding-up and termination of the Partnership (including, but not limited to, a Certificate of Cancellation of the Certificate of Limited Partnership); (iii) any business certificate, fictitious name certificate, amendment thereto, or other comparable instrument or document of any kind necessary or desirable to accomplish the business, purpose, and objectives of the Partnership or required by any applicable federal, state, or local law; and (iv) any documents, instruments, and conveyances as may be necessary or appropriate to carry out the provisions of the Agreement of Limited Partnership. The undersigned does hereby ratify and confirm all whatsoever that his said attorney shall do, or cause to be done, by virtue of this power of attorney. This power of attorney is coupled

with an interest, is irrevocable, and shall survive and shall not be affected by the death, disability, incompetency, termination, bankruptcy, insolvency, or dissolution of the undersigned. Such representative and attorney-in-fact shall not have any right, power, or authority to amend or modify the Agreement of Limited Partnership of the Partnership when acting in such capacity.

#### **VIII. ADDITIONAL INFORMATION AND SUBSEQUENT CHANGES IN THE FOREGOING REPRESENTATIONS**

- A. The Fund, the General Partner or the Administrator may request from the Investor such additional information as it may deem necessary to evaluate the eligibility of the Investor to acquire an Interest, and may request from time to time such information as it may deem necessary to determine the eligibility of the Investor to hold an Interest or to facilitate the Fund's, the General Partner's, the Investment Manager's or the Administrator's compliance with applicable legal or regulatory requirements or the Fund's tax status, and the Investor agrees to provide such information as may reasonably be requested.
- B. The Investor agrees to promptly take such action, including providing and periodically updating information (which may include, among other things, the identities of the direct and indirect beneficial owners of the Interests being subscribed for hereunder and the "controlling person(s)" of the Investor), that the Fund, the General Partner or the Investment Manager, in its sole discretion, reasonably determines is necessary for the Fund to comply with any legal obligation or to reduce or eliminate withholding taxes under Sections 1471-1474 of the Internal Revenue Code or other similar laws. The Investor acknowledges that if it fails to timely take such action, the Investor may be subject to fines or other penalties, including a 30% U.S. withholding tax with respect to its share of any payment attributable to actual and deemed U.S. investments of the Fund, and that the General Partner may take any action in relation to the Investor's Interest or withdrawal proceeds to ensure that such penalties and withholding are economically borne by the Investor. If the Investor is, or the Investor's investment in the Fund is made through, a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Internal Revenue Code, the Investor agrees that such foreign financial institution (including the Investor, if applicable) (i) shall meet the requirements of Section 1471(b)(1) or 1471(b)(2) of the Internal Revenue Code and (ii) shall not delegate any withholding responsibility pursuant to Section 1471(b)(3) of the Internal Revenue Code to the Fund.
- C. The Investor agrees to notify the General Partner promptly in writing if there is any change with respect to any of the information or representations or warranties made herein and to provide the General Partner with such further information as the General Partner may reasonably require.
- D. The Investor acknowledges and agrees that any notations, alterations, strike-outs, addenda, inserts or verbiage purporting to amend the terms of this Subscription Agreement shall not be effective unless explicitly agreed to by the Fund or its agents.