

Subscription Agreement

Netz Private Credit Fund

*A Registered Fund established as an exempted company limited by shares
in the Cayman Islands*

PRIVATE OFFERING – Available only to experienced and sophisticated investors. Participating Shares will not be offered to members of the public in the Cayman Islands (which does not include Cayman Islands exempted or ordinary non-resident companies) and will not be offered to U.S. Persons or U.S. residents.

Governing Law: *This Subscription Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands.*

Deed. *This Subscription Agreement is executed as a deed, as per Cayman Law.*

Offered Share Classes:

- **Class A1** – Non-Voting Participating Shares (ISIN: **KYG645AH1068**)
- **Class A2** – Non-Voting Participating Shares (ISIN: **KYG645AH1142**)
- **Class B1** – Non-Voting Participating Shares (ISIN: **KYG645AH1225**)
- **Class B2** – Non-Voting Participating Shares (ISIN: **KYG645AH1308**)
- **Class C** – Non-Voting Participating Shares (ISIN: **KYG645AH1480**)
- **Class N** – Non-Voting Participating Shares (ISIN: **KYG645AH1555**)

Each of the above Share Classes represents Participating Shares of the Fund. Details of minimum initial (including the US\$100,000 initial aggregate investment stipulated by Cayman Islands law) and additional subscription amounts, dividend policy, and fees for each Class are set out in the Fund's Confidential Offering Memorandum.

Table of Contents

Subscription Agreement	1
1. Subscribers' Undertakings and Warranties	3
2. Anti-Money Laundering (AML) Compliance:	3
5. Investor Qualifications	9
6. Subscription Details.....	10
7. Subscription Amount:	10
8. Subscriber Information:	10
9. Subscriber Declaration	11
10. Signatures.....	13
11. Submission of Subscription Documents:.....	14
12. Investor Documentation Requirements (AML/KYC Compliance)	14
13. Redemption of Participating Shares	17
14. Privacy Notice	20

1. Subscribers' Undertakings and Warranties

I/We hereby apply to invest the amount(s) stated in this Subscription Agreement in the Participating Shares of **Netz Private Credit Fund** (the "Fund") on the terms and conditions set out in its Confidential Offering Memorandum and accompanying Class Supplement(s) (collectively, the "Offering Memorandum"), and subject to its Memorandum and Articles of Association. Any capitalized term not otherwise defined herein shall have the same meaning ascribed to it in the Offering Memorandum. I/We hereby declare, represent, and agree as follows:

Eligibility and Compliance:

- a. The Participating Shares are not being acquired by or on behalf of any person in violation of applicable laws, and are not being acquired by or on behalf of any U.S. Person. I/We am/are an "Eligible Investor" as defined in the Offering Memorandum
- b. I/We am/are not a "U.S. Person" (as defined in the Offering Memorandum).
- c. I/We am/are not a "Benefit Plan Investor" (as defined under the U.S. Employee Retirement Income Security Act of 1974, as amended, and Section 4975 of the U.S. Internal Revenue Code).
- d. I/We have carefully read and fully understand the Fund's Offering Memorandum (including each relevant Class Supplement) and the risks described therein, and acknowledge that the minimum initial investment in the Fund's Participating Shares is as set out in the Class Supplement for the particular class of shares.
- e. By subscribing for Participating Shares, I/we accept:
 - a. the terms of the Offering Memorandum may be amended, supplemented or otherwise modified by the Directors in accordance with the criteria set out in the Offering Memorandum without any advance notification to, or consent of, the shareholders; and
 - b. any amendments or supplements to, or other modifications of, the Offering Memorandum effected by the Directors in accordance with such criteria shall be announced to the Shareholders following the adoption thereof.

2. Anti-Money Laundering (AML) Compliance:

(The following provisions apply according to the type of subscriber)

- o **(Individual subscribers only):** I agree that as an individual subscriber I will provide a certified copy of my passport (or other government-issued photo ID), together with certified copies of a current utility bill and/or bank statement (to verify my current residential address), and any other documentation of identity as requested by the Fund, in order to enable the Fund to comply with applicable anti-money laundering ("AML") laws including but not limited to the Proceeds of Crime Act (as amended) of the Cayman Islands, Anti-Money Laundering Regulations (as amended) of the Cayman Islands, the Terrorism Act (as amended) of the Cayman Islands, and the Proliferation Financing Prohibition Act (as amended) of the Cayman Islands. I acknowledge that the Fund may request any further information it deems necessary for verification purposes.

- **(Trusts only):** We agree that as trustee(s) we will provide certified copies of the trust deed or other equivalent constitutional documents, verification of the trust's establishment (including date and jurisdiction), the name and address of the Settlor, the Trustees, and any Protector, the names and addresses of ultimate beneficiaries, and certified identification documents (passport, proof of address) for all such persons, as required by the Fund. We acknowledge that the Fund reserves the right to request any further information it deems necessary for verification.

- **(Companies only):** We agree that as a corporate subscriber, we will provide certified copies of the Certificate of Incorporation (or equivalent document evidencing the existence of the entity) and any change of name certificate, certified copy of the Memorandum and Articles of Association (or equivalent constitutional documents), certified copy of the register of directors (or comparable registry extract), certified copy of certificate of good standing (or equivalent document to evidence that the company remains incorporated), certified copies of any applicable resolutions, power of attorney or authorization letters authorizing the investor's investment and a certified signatory list verifying the authority of the person(s) signing this Agreement on the entity's behalf. We will also provide certified passport copies and certified proof of address for at least two directors (or one if there is only one director), certified details (as required by individual subscribers) of all shareholders holding 10% or more of the entity's issued share capital, identification and verification of ultimate beneficial owner(s), and any other information that may be requested by the Fund's directors. (Where the subscriber is a partnership or unincorporated association, similar documentation – including a partnership agreement and beneficial owner identification – will be provided as required.)

- **(Limited Liability Company only):** We agree that as a corporate subscriber, we will provide certified copies of the Certificate of formation (or equivalent document evidencing the existence of the entity) and any change of name certificate, certified copy of the Limited Liability Agreement (or equivalent constitutional documents), certified copy of the register of members (or comparable registry extract), certified copy of certificate of good standing (or equivalent document to evidence that the company remains incorporated), certified copies of any applicable resolutions, power of attorney or authorization letters authorizing the investor's investment and a certified signatory list verifying the authority of the person(s) signing this Agreement on the entity's behalf. We will also provide certified passport copies and certified proof of address for at least two managing members (or one if there is only one managing member), certified details (as required by individual subscribers) of all shareholders holding 10% or more of the entity's issued share capital, identification and verification of ultimate beneficial owner(s), and any other information that may be requested by the Fund's directors.

- **(Designated Bodies only – e.g. regulated financial intermediaries subscribing as nominee on behalf of clients):** I/We declare that I am/we are licensed or regulated as a **“Designated Body”**, specifically as a _____ (description of regulated activity) under license number _____ issued by _____ (name of regulatory authority) in _____ (jurisdiction). As such, I/we am/are subject to anti-money laundering regulations

in line with the Financial Action Task Force (FATF) Recommendations. This subscription is made in my/our name on behalf of underlying client(s) whose identities have been verified by me/us in accordance with equivalent guidelines. I/We undertake to provide a formal letter to the Fund's Administrator confirming these details and stating that we hold the identity documentation for all underlying clients on whose behalf this application is made, and will provide such documents to the Fund's Administrator on request. (A "Designated Body" means an individual or entity regulated in the provision of banking or investment services in an FATF member country or low risk jurisdiction.¹)

3. Subscription Monies and Issuance of Shares:

I/We acknowledge that subscription monies will be held in the Fund's designated subscription account(s) without accruing interest until such time as Participating Shares are issued (unless otherwise determined by the Fund's directors).

I/We further acknowledge that no redemption payment will be made to me/us unless and until all required AML checks have been completed to the Fund's satisfaction. Subject to receipt of a completed Subscription Agreement, all requisite documentation/information, and approval of my/our subscription by the Fund, the Fund may invest or deploy my/our subscription monies upon receipt, even prior to formal issuance of Participating Shares. In the event that the Fund is wound up before my/our Participating Shares are issued, I/we agree that my/our subscription monies will be treated as an irrevocable loan to the Fund, ranking pari-passu with other unsecured creditors, and that I/we shall have no rights other than as a creditor of the Fund for the amount of such loan (with no entitlement to interest), save in the context of the winding up. Upon determination of the Fund's Net Asset Value and formal issuance of Participating Shares, any such loan will automatically be repaid by the issuance of the corresponding Participating Shares, effective as of the applicable Subscription Day.

4. Source of Funds Warranty:

I/We represent and warrant that the funds being used for this investment are derived from legitimate activities and are not the proceeds of any criminal conduct, money laundering, terrorism financing, proliferation financing or other illicit activities, as defined under applicable law (including the Proceeds of Crime Act (as amended) of the Cayman Islands, Anti-Money Laundering Regulations (as amended) of the Cayman Islands, the Terrorism Act (as amended) of the Cayman Islands, and the Proliferation Financing Prohibition Act (as amended) of the Cayman Islands) and any regulations or guidance notes issued pursuant thereto). The amounts being contributed were not, and are not, directly or indirectly derived from activities that would contravene any applicable federal, state, or international laws or regulations, including AML regulations.

I/We (and any beneficial owner for whom I am/we are acting) are not based, and are not directly or indirectly acting on behalf of, any person or entity that is designated on any sanction list of prohibited persons, such as the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons, the United Kingdom (as extended to the Cayman Islands by statutory instrument) and the Cayman Islands, nor are we

¹For the purposes of this Agreement, a "Low Risk Jurisdiction" means a jurisdiction that is assessed by the Fund as having a low degree of risk of money laundering and terrorist financing in accordance with the Cayman Islands Anti-Money Laundering Regulations (as amended), issued pursuant to the Proceeds of Crime Act (as amended).

otherwise persons or entities with whom dealings are prohibited under any economic or trade sanctions (collectively, “**Prohibited Persons**”).

Without limiting the foregoing:

- a. I/We are not subscribing on behalf of terrorists, terrorist organizations, or persons who are on any sanctions list;
- b. I/We are not a Senior Foreign Political Figure or an immediate family member or close associate of a Senior Foreign Political Figure, a Politically Exposed Person or a close associate of a Politically Exposed Person or a family member of a politically exposed person (unless we have specifically disclosed this in writing to the Fund and the Fund, in its discretion, has permitted the investment following enhanced due diligence); and
- c. I/We are not a “Foreign Shell Bank”.

Furthermore:

- d. I/We are not, nor is any person or entity controlling or under common control with me/us, a Prohibited Person.
- e. To the extent I am/we are acting as agent, representative, intermediary, or nominee for any beneficial owner who has not been disclosed to the Fund, I/we have carried out thorough due diligence to identify and verify the identities of all such underlying beneficial owners. Based on such investigation, I/we reasonably believe that none of the underlying beneficial owners is a Prohibited Person. I/We will promptly provide the Fund or its Administrator with any information regarding such beneficial owners as the Fund may reasonably request, including completing any required “Eligible Introducer” or intermediary disclosure forms if acting on behalf of an undisclosed principal. (For these purposes, “beneficial owners” include, inter alia: (i) shareholders of a subscribing corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor and beneficiaries of a trust; (vi) the person who established an IRA; (vii) plan participants in a self-directed pension plan; (viii) the sponsor of any other pension plan; and (ix) any person for whom the subscriber is acting in an agent or nominee capacity. If any beneficial owner is itself an entity, the identification and representations must be provided up the chain of ownership to the ultimate beneficial owners.) If any of the foregoing representations in this paragraph cease to be true at any time, or if the Fund or its agents no longer reasonably believe that they have satisfactory evidence as to their truth, the Fund may be obligated to freeze my/our investment account, including by prohibiting additional investments, declining or suspending any redemption requests, segregating the assets representing my/our investment, or mandatorily redeeming my/our Participating Shares, and the Fund may also be required to report such action and disclose my/our identity to OFAC or other competent authorities. I/We acknowledge and agree that the Fund and its affiliates, directors, officers, employees, and agents shall not be liable for any loss or damage incurred by me/us as a result of any such actions taken in good faith compliance with applicable law.

I/We understand that laws and regulations aimed at preventing money laundering, terrorist financing, proliferation financing and other illicit activities (collectively “**Requirements**”) are evolving in many jurisdictions. Financial institutions and investment funds are often required to obtain certain assurances or additional information from investors and to disclose information to governmental or regulatory authorities under these Requirements. I/We acknowledge and

agree that it is the Fund's policy to comply with all applicable Requirements to which it is or may become subject, and to interpret them broadly in favour of disclosure.

I/We hereby acknowledge that I/we have read and understand the Fund's Cayman Islands privacy notice, as detailed in **section 14** of this Agreement, which explains in the manner in which the Fund will collect and maintain non-public personal information about me/us ("**Cayman Privacy Notice**"). Accordingly, I/we agree to provide any additional information and supporting documentation, and to take any other actions, that the Fund or its agents may request in order to comply with applicable Requirements or related requests for information such as, but not limited to, the consenting to the release of my/our non-public personal data being disclosed to, held, processed and transferred by the Fund or its agents (as defined under the Data Protection Act (as amended) of the Cayman Islands and any regulations or orders promulgated pursuant thereto) as set out in the applicable Cayman privacy notice. I/We hereby consent to the disclosure by the Fund and its agents of any such information about me/us to regulators or law enforcement authorities, or to other third parties, as may be required under such laws or regulations. I/We further represent that we will at all times comply with any applicable anti-money laundering, sanctions and data notice requirements in connection with this investment.

Investors are advised that as part of the onboarding process for each investor, the following forms, **which are provided separately to this Subscription Agreement**, must be completed and returned to the Fund Administrator:

- **AEOL (Automatic Exchange of Information) Form**
This form collects information required under the Cayman Islands' implementation of international tax transparency initiatives, including FATCA and CRS. Investors are required to provide details of their tax residence, controlling persons (for entities), and other relevant information so that the Fund can comply with its legal obligations to identify, document, and, where applicable, report investor information to the Cayman Islands Tax Information Authority.
- **FATCA (Foreign Account Tax Compliance Act) Form**
This form is designed to capture information required under the U.S. FATCA regime. Investors declare whether they are U.S. Persons, Non-U.S. Entities with substantial U.S. owners, or Non-U.S. financial institutions, and provide the necessary GIIN or other tax identification details. The Fund uses this information to determine its reporting obligations to the Cayman Islands Tax Information Authority, which then exchanges information with the U.S. Internal Revenue Service (IRS).
- **CRS (Common Reporting Standard) Form**
This form gathers information required under the OECD Common Reporting Standard, which applies to tax residents of jurisdictions other than the United States. Investors must disclose their country or countries of tax residence, provide Tax Identification Numbers (TINs), and, where relevant, identify controlling persons. The Fund uses this data to comply with CRS due diligence and reporting requirements, with information provided to the Cayman Islands Tax Information Authority for onward transmission to the relevant foreign tax authorities.

Definitions:

- **Close Associate of a Politically Exposed Person** 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.
- **Family member of a Politically Exposed Person** includes the spouse, civil partner, parent, sibling or child of a Politically Exposed Person.
- **Foreign Shell Bank** means a foreign bank without a physical presence in any country, except for certain regulated affiliated banks.
- **Politically Exposed Person** means (as defined under Cayman Islands Law) as including (a) a person who is or has been entrusted with prominent public functions by a foreign 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 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 organisation like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions.
- **Senior Foreign Political Figure** means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a foreign government, a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. The term also includes any corporation, business or other entity that has been formed by or for the benefit of a senior foreign political figure. “Immediate family” of a senior foreign political figure includes such person’s parents, siblings, spouse, children and in-laws; a “close associate” is a person widely known to maintain an unusually close relationship with the political figure.)

Representations:

- **Nominee Investors:** If the Investor is acting as nominee for a principal, the Investor must complete the relevant AML Nominee Assurance letter. If not already provided, please request the Administrator for a copy.

If I/we am/are acting as nominee or custodian for an underlying investor (a “Beneficial Holder”), I/we acknowledge that the representations, warranties and agreements made herein are made on behalf of both myself/ourselves **and** the Beneficial Holder(s). All references to “I/we” in this Subscription Agreement shall be construed as applying equally to each underlying Beneficial Holder. I/We represent and warrant that I/we have all requisite authority from the Beneficial Holder(s) to execute and perform this Subscription Agreement on their behalf.

- **Indemnification:** I/We agree to indemnify and hold harmless the Fund, its Directors, the Investment Manager, the Fund’s Administrator, and each of their respective affiliates, officers, directors, partners, shareholders, employees and agents (each, an “Indemnatee”) from and against any loss, liability, cost or expense (including attorneys’

fees, taxes and penalties) resulting from any misrepresentation by me/us, or any breach of any warranty, condition, covenant, or agreement set forth in this Subscription Agreement or in any other document delivered by me/us to the Fund or its agents.

- **No Petition / No Winding-up Undertaking:** Notwithstanding any provision of this Subscription Agreement or any other document, if at any time the Fund suspends or delays the payment of redemption proceeds (for example, under extenuating circumstances as described in the Offering Memorandum), each shareholder (including me/us) who has submitted a redemption request agrees not to petition for the winding up of the Fund, nor to initiate any similar insolvency or liquidation proceeding against the Fund, on the basis that such shareholder is a contingent or prospective creditor of the Fund by virtue of a pending redemption. This undertaking shall remain in effect until such time as the shareholder's redemption request has been satisfied in full.

5. Investor Qualifications

I/We hereby confirm that I/we meet the qualifications to invest in the Fund, as follows (check each that **applies**):

- ☐ **Eligible Investor:** An investor who meets the requirements of an "eligible investor" as defined in the Fund's Offering Memorandum (experienced and sophisticated investor criteria, etc.).
- ☐ **Non-U.S. Person and Non-Cayman Islands Resident:** I am/We are neither a citizen or resident of the United States, nor a resident of the Cayman Islands, and I/we am/are not acquiring Participating Shares on behalf of any U.S. Person or Cayman Islands resident. *(The Fund will not accept subscriptions from U.S. Persons, U.S. residents, or Cayman Islands domestic investors.)*

By signing this Subscription Agreement, I/we also reconfirm the declarations above regarding our non-U.S., non-Cayman status and that we meet all investor eligibility requirements.

6. Subscription Details

Please indicate the Class of Participating Shares you wish to subscribe for, and the corresponding investment amount:

Class	Min. Initial / Subsequent Size	Amount in US dollars ²
A1	USD 100,000 / USD 10,000	
A2	USD 100,000 / USD 10,000	
B1	USD 100,000 / USD 10,000	
B2	USD 100,000 / USD 10,000	
C	USD 100,000 / USD 10,000	
N	USD 100,000 / USD 10,000	

7. Subscription Amount:

Amount in Words: _____

(Cleared funds in the full subscription amount must be received by the Fund no later than 5:00 p.m. (Cayman Islands time) on the Business Day prior to the applicable Subscription Day, or within such other timeframe as may be accepted by the Fund in its discretion. The Fund's Subscription Day is the first Business Day of each calendar month (or such other day as the Fund may determine). Any subscription received late may be held over to the next Subscription Day. All subscriptions are subject to final acceptance by the Fund.)

8. Subscriber Information:

(Please complete all applicable details)

- **Name of Subscriber:**

- **Subscriber Type:** Individual / Joint / Company / Trust / Partnership / Other (circle or specify)

- **Date of Birth** (if individual):

- **Date and Place of Incorporation/Establishment** (if entity):

- **Nationality** (if individual) or **Country of Formation** (if entity):

- **Residential Address or Registered Office:**

² Investors should note the minimum investment amounts, as noted in the Memorandum. Initial and follow-on investments have different minimum amounts.

- **Mailing Address (if different):**

- **Tax Identification Number (if applicable):**

- **Telephone:**

- **Email:**

Incoming payment bank details. Subscribers are required to indicate the details of the bank / financial institution who will pay for the subscriber's subscription. **Important:** The bank account provided should be in the name of subscriber. 3rd party payments will be subject to additional KYC checks and may be rejected.

- **Bank Name:**

- **Bank Location:**

- **Bank Account Number / IBAN:**

- **Name of Account:**

- **Comments / Other Information (if necessary):**

*(For joint individual subscribers, each joint holder should provide their information. For entity subscribers (corporate, trust, etc.), please provide the entity's details above, and provide authorized signatory information in the signature section. **Attach additional pages if necessary to provide complete information.**)*

9. Subscriber Declaration

I/We, the undersigned subscriber(s), hereby declare that I/we have read and understood the Fund's Confidential Offering Memorandum and this Subscription Agreement in their entirety.

I/We agree to be bound by the terms of the Offering Memorandum and this Subscription Agreement, including the **Subscribers' Undertakings and Warranties** stated above, which I/we adopt and reaffirm as of the date of execution of this Agreement.

I/We hereby irrevocably subscribe for the Participating Shares of the Class(es) indicated above in the **Netz Private Credit Fund**, in the amount set forth above, on the terms of the Offering Memorandum (as updated or amended from time to time) and this Subscription Agreement.

I/We agree to pay the subscription amount in cleared funds no later than the deadline specified above, by wiring payment to the Fund's designated bank account in accordance with the instructions provided by the Fund or its Administrator.

I/We acknowledge that this subscription (and any related subscription amount paid) may be accepted or rejected in whole or in part at the sole discretion of the Fund's Directors, and that the Fund may reject any subscription for any reason or no reason. If accepted, the Participating Shares will be issued on the first available Subscription Day following acceptance of this subscription and receipt of cleared funds. If this subscription is not accepted (or only partly accepted), the unused subscription monies will be returned (or the excess, in case of partial acceptance) without interest at the risk of the subscriber.

I/We further acknowledge that I/we must deliver this completed Subscription Agreement (and all required supporting documentation) to the Fund's Administrator at least by **5.00 pm (Cayman time) five (5) Business Days** prior to the desired Subscription Day (unless a later date is accepted at the Fund's discretion). All instructions, correspondence, and completed subscription documents should be submitted to the Fund's Administrator at the address and contact details provided below.

By signing this Subscription Agreement, I/we confirm the accuracy of the information provided in this Subscription Agreement and corresponding documentation, and I/we agree to the terms and conditions as set forth herein.

I/we confirm that any Indemnitee not being a party to this Subscription Agreement may enforce any rights granted to it pursuant to this Subscription Agreement in its own right as if it were a party to this Subscription Agreement. Except as expressly provided in respect of Indemnitees, a person who is not a party to this Subscription Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (as amended) to enforce any term of this Subscription Agreement. Notwithstanding any term of this Subscription Agreement, the consent of or notice to any person who is not a party to this Subscription Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Subscription Agreement at any time.

10. Signatures

The undersigned has executed this Subscription Agreement on the date set forth below.

▪ **For Individual Subscriber(s):**

Name	Signature	Date

Attach additional pages if necessary to provide complete signatures.

▪ **For Trust or Other Non-Corporate Entity Subscriber:**
(To be signed by the Trustee or Authorized Representative)

Entity Name	Name of Signatory	Signature	Date	Capacity

Attach additional pages if necessary to provide complete signatures.

▪ **For Corporate Subscriber:**
(To be signed by an Authorized Signatory of the subscribing company)

Entity Name	Name of Signatory	Signature	Date	Capacity

Attach additional pages if necessary to provide complete signatures.

11. Submission of Subscription Documents:

Please send the completed and signed Subscription Agreement, along with all required supporting documents, to the Fund Administrator at the address below. **NOTE: An executed copy may be emailed to the Administrator for prompt processing, with the original to follow by courier.**

Fund Administrator – Contact Details:

Zedra Fund Administration (Cayman) Ltd.

c/o Netz Private Credit Fund

P.O. Box 10176, Governor's Square, 23 Lime Tree Bay Avenue

Grand Cayman, KY1-1002, Cayman Islands

Tel: +1 345 949 7128 Email: Netz@zedra.com

12. Investor Documentation Requirements (AML/KYC Compliance)

Netz Private Credit Fund – Required Documents by Investor Type

To comply with Cayman Islands anti-money laundering regulations and “Know Your Customer” (KYC) requirements, each subscriber must provide the following identification documents. **Please note: Subscription will not be finalized until all required documents are received and verified.** Please refer to the separately provided “**Fund Administrator KYC Forms**” for further information. The applicable forms of the Fund Administrator must be completed and returned with this Subscription Agreement.

- **If the Investor is an Individual:**
 - Subscription Agreement – completed and signed in full.
 - Certified/notarised copy of a government-issued photo identification (passport, driver's license, or national ID card) for the subscriber, showing name, date of birth, and photograph.
 - Certified/notarised copy of a recent utility bill or bank statement (not older than 3 months) in the subscriber's name, showing current residential address.
 - A written declaration of the source of funds for the subscription (i.e. general description of where the investment funds are obtained from – employment income, savings, sale of property, etc.).
- **If the Investor is a Company (Corporate Entity):**
 - Subscription Agreement – completed and signed in full.
 - Certified/notarised copy of the Certificate of Incorporation (or equivalent formation document).
 - Certified/notarised copy of the Memorandum & Articles of Association, By-laws, or other constitutional document of the company.
 - Documentation confirming the company's registered office address and (if different) principal place of business.
 - *Certified copy* of certificate of good standing.

- A list of the names and addresses of all directors, senior officers, and any beneficial owners holding a significant interest (10% or more ownership) in the company.
 - For each such director, senior officer, and 10%+ beneficial owner: a certified/notarised copy of a government-issued photo ID (passport or similar) and a certified proof of address (utility bill or bank statement) not older than 3 months.
 - A declaration of the source of funds for the subscription (e.g. operating income, capital investment, etc.).
- **If the Investor is a Trust (with trustee signing on behalf of the trust):**
 - Subscription Agreement – completed and signed in full.
 - Certified/notarised copy of the trust deed or trust instrument (or equivalent document) evidencing the establishment of the trust.
 - Identification documents for ALL trustees and all vested beneficiaries of the trust, equivalent to the requirements for individuals (photo ID, proof of address for each).
 - If the trust has a settlor or protector who is not a trustee, provide identification documents for those persons as well (or if the settlor is deceased, a copy of the death certificate) – as required by the Fund’s Administrator.
 - A written declaration of the source of funds for the subscription (e.g. settlor contributions, trust assets origin).
- **If the Investor is a Partnership or Unincorporated Association:**
 - Subscription Agreement – completed and signed in full.
 - Certified/notarised copy of the partnership agreement or other organizing document for the partnership/association.
 - Identification documents for all partners (for a partnership) or equivalent controlling members of an unincorporated association, following the requirements for individuals (photo ID and proof of address for each). If any partner or controlling member is a corporate entity, provide the documents listed for corporate investors for that entity, and drill down to ultimate beneficial owners.
 - A written declaration of the source of funds for the subscription (e.g. partnership capital, earnings, etc.).
- **If the Investor is a Regulated Financial Institution or Nominee (“Designated Body”):**
 - Subscription Agreement – completed and signed in full.
 - A signed letter on official letterhead, from an authorized officer of the institution, confirming: (i) that it is regulated in an FATF member country (with details of its regulator and license number); (ii) that it is subscribing as an intermediary or nominee on behalf of underlying client(s); (iii) that it has conducted KYC due diligence on those underlying clients to the standard required by Cayman Islands law; and (iv) that it will provide copies of identification documents for those underlying clients to the Fund’s Administrator upon request.

- Depending on the circumstances, the Fund's Administrator may request identification documents for the underlying clients of the Designated Body on a case-by-case basis. The Designated Body should be prepared to furnish such information promptly if requested.
- A declaration of the general source of funds for the investment (e.g. client funds from regulated accounts, etc.).

Please note: All copies of documents must be **certified by a suitable certifier** such as a notary public, attorney, accountant, or bank officer, as noted in the Fund Administrator's "Guidance and Certification Form", provided separately in the **Fund Administrator KYC Forms**, stating that the copy is a true copy of the original and (if a photo ID) the photograph is a true likeness of the individual. Documents not in English must be accompanied by a certified translation. The Fund and its Administrator reserve the right to request additional documentation or information at their discretion to satisfy Cayman Islands AML/KYC requirements.

Upon completion, please **return the Subscription Agreement and required documents** to the Fund's Administrator at the address listed above. Once the subscription is accepted and processed, a countersigned copy (or a confirmation of subscription) will be provided for your records.

END

13. Redemption of Participating Shares

As per the Fund's Memorandum, investors may redeem their Participating Shares by completing the below form. Investors are hereby informed that the Fund's Administrator must be in possession of a complete and approved KYC and AML file for each investor in order to promptly process redemption requests. Incomplete KYC and AML files may result in delays of payments.

Please send this completed Redemption Form to:

Zedra Fund Administration (Cayman) Ltd.

c/o Netz Private Credit Fund LTD.

P.O. Box 10176, Governor's Square, 23 Lime Tree Bay Avenue

Grand Cayman, KY1-1002, Cayman Islands

Tel: +1 345 949 7128 Email: Netz@zedra.com

Name of Redeeming Investor	
Account Number (if known)	
Redemption Amount (in US dollars)³	

Outgoing payment bank details. Shareholders are required to indicate the details of the bank / financial institution who will receive payments relating to the Shareholders' redemption.

Important: The bank account provided should be the same as that provided during the subscription process to the Fund. Redemption requested to be paid to accounts not matching those provided on the subscription form be subject to additional KYC checks and may be rejected.

- **Bank Name:**

- **Bank Location:**

- **Bank Account Number / IBAN:**

- **Name of Account:**

- **Comments / Other Information (if necessary):**

³ Redeeming Investors should note that the minimum redemption amount for Participating Shares, as noted in the Confidential Offering Memorandum, is US\$ 10,000, or such lesser amount(s) as the directors of the Fund may in their sole discretion determine.

Netz Private Credit Fund – Redemption Form – Continued

The undersigned has executed this **Redemption Form** on the date set forth below.

▪ **For Individual Investors:**

Name	Signature	Date

Attach additional pages if necessary to provide complete signatures.

▪ **For Trust or Other Non-Corporate Entities:**

(To be signed by the Trustee or Authorized Representative)

Entity Name	Name of Signatory	Signature	Date	Capacity

Attach additional pages if necessary to provide complete signatures.

▪ **For Corporate Investors:**

(To be signed by an Authorized Signatory of the company)

Entity Name	Name of Signatory	Signature	Date	Capacity

Attach additional pages if necessary to provide complete signatures.

Investor Acknowledgements:

- Redemptions will be placed at the next available Redemption Day, based on the day the Redemption Form is received by the Fund’s Administrator.
- Redemption Forms must be received by the Administrator by no later than 5:00 pm (Cayman time) on the calendar day falling at least ninety five (95) days prior to the targeted calendar quarter Redemption Day or such lesser period as the Directors of the Fund may in any particular case determine. Forms received after this cut-off will be processed on the next available Redemption Day.
- By submitting this form, the Investor acknowledges that redemptions are subject to the Fund’s solvency as determined under the Companies Act (Cayman Islands), and that redemption proceeds may be delayed if distribution would cause the Fund to be unable to pay its debts as they fall due.
- Moreover, by submitting this form, I have read and understand the Fund’s redemption terms, including any applicable fees, gates, or restrictions.
- This form shall be executed as a deed. The redemption request is governed by and construed in accordance with the laws of the Cayman Islands, and investors submit to the non-exclusive jurisdiction of the Cayman Islands courts.

14. Privacy Notice

Netz Private Credit Fund (the "Fund")

Data Privacy Notice

The Fund is an exempted company with limited liability created under the laws of the Cayman Islands.

The purpose of this document is to provide you with information on the Fund's use of your personal data in accordance with the Cayman Islands Data Protection Act (as amended) and, in respect of any EU data subjects, the EU General Data Protection Regulation (together, the "**Data Protection Legislation**").

If you are an individual investor, this will affect you directly. If you are an institutional investor that provides us with personal data on individuals connected to you for any reason in relation to your investment with us, this will be relevant for those individuals and you should transmit this document to such individuals or otherwise advise them of its content.

Your personal data will be processed by the Fund, and by persons engaged by the Fund. Under the Data Protection Legislation, you have rights, and the Fund has obligations, with respect to your personal data. The purpose of this notice is to explain how and why the Fund, and persons engaged by the Fund, will use, store, share and otherwise process your personal data. This notice also sets out your rights under the Data Protection Legislation, and how you may exercise them.

Your personal data

By virtue of making an investment in the Fund (including the initial application and ongoing interactions with the Fund and persons engaged by the Fund) or by virtue of you otherwise providing us with personal information on individuals connected with you as an investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), you will provide us with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation.

In particular, you will provide us with personal information within the forms and any associated documentation that you complete when subscribing for shares; when you provide it to us or our service providers in correspondence and conversations (including by email); when you make transactions with respect to the Fund; and when you provide remittance instructions

We may also obtain personal data on you from other publicly accessible directories and sources. These may include websites; bankruptcy registers; tax authorities; governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations; credit reference agencies; sanctions screening databases; and fraud prevention and detection agencies and organisations, including law enforcement.

This includes information relating to you and/or any individuals connected with you as an investor in the Fund such as: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, and source of funds details and details relating to your investment activity.

How the Fund may use your personal data

The Fund, as the data controller, may collect, store and use your personal data for purposes including the following.

The processing is necessary for the performance of a contract, including:

- administering or managing the Fund;
- processing your subscription and investment in the Fund, such as entering your information in the register of shareholders;
- sending you statements relating to your investment;
- facilitating the continuation or termination of the contractual relationship between you and the Fund; and
- facilitating the transfer of funds, and administering and facilitating any other transaction, between you and the Fund.

The processing is necessary for compliance with applicable legal or regulatory obligations, including:

- undertaking investor due diligence including anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our investors (and, where applicable, their beneficial owners);
- sanctions screening and complying with applicable sanctions and embargo legislation;
- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory registers; and
- preventing and detecting fraud.

The processing is necessary to uphold our legitimate interests, or those of a third party to whom your personal data may be disclosed, by adhering to certain actions including:

- complying with applicable legal, tax, accounting or regulatory obligation to which we or the third party are subject;
 - assessing and processing requests you make;
 - sending updates, information and notices or otherwise corresponding with you in connection with your investment in the Fund;
 - investigating any complaints, or pursuing or defending any claims, proceedings or disputes;
 - providing you with, and informing you about investment products and services;
 - managing our risk and operations;
 - complying with audit requirements;
 - ensuring internal compliance with our policies and procedures;
 - protecting the Fund against fraud, breach of confidence or theft of proprietary materials;
 - seeking professional advice, including legal advice;
 - facilitating business asset transactions involving the Fund or related entities;
 - monitoring communications to/from us (where permitted by law); and
 - protecting the security and integrity of our IT systems.
-
- We will only process your personal data in pursuance of our legitimate interests where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

The Fund continues to be a data controller even though it has engaged the service provider (the "**Service Provider**") and other third parties to perform certain activities on the Fund's behalf.

Sharing your personal data

We may share your personal data with our affiliates and delegates. In certain circumstances we may be legally obliged to share your personal data and other financial information with respect to your interest in the Fund with relevant regulatory authorities such as the Cayman Islands Monetary Authority or the Tax Information Authority. They, in turn, may exchange this information with foreign authorities, including tax authorities and other applicable regulatory authorities.

The Fund's affiliates and delegates may process your personal data on the Fund's behalf, including with our banks, accountants, auditors and lawyers which may be data controllers in their own right. The Fund's services providers, such as the Service Provider, are generally processors acting on the instructions of the Fund. Additionally, a service provider may use your personal data where this is necessary for compliance with a legal obligation to which it is directly subject (for example, to comply with applicable law in the area of anti-money laundering and counter terrorist financing or where mandated by a court order or regulatory sanction). The service provider, in respect of this specific use of personal data, may be deemed to be acting as a data controller.

In exceptional circumstances, we will share your Personal Data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened) in any country or territory.

Sending your personal data internationally

Due to the international nature of our business, your personal data may be transferred to jurisdictions that do not offer equivalent protection of personal data as under the Data Protection Legislation. In such cases, we will process personal data or procure that it be processed in accordance with the requirements of the Data Protection Legislation, which may include having appropriate contractual undertakings in legal agreements with service providers who process personal data on our behalf.

Retention and deletion of your personal data

We will keep your personal data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us to. We will generally retain your personal data throughout the lifecycle of the investment you are involved in. Some personal data will be retained after your relationship with us ends. We expect to delete your personal data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your personal data.

Automated decision-making

We will not take decisions producing legal effects concerning you, or otherwise significantly affecting you, based solely on automated processing of your personal data, unless we have considered the proposed processing in a particular case and concluded in writing that it meets the applicable requirements under the Data Protection Legislation.

Your rights

You have certain data protection rights, including the right to:

- be informed about the purposes for which your personal data are processed;

- access your personal data;
- stop direct marketing;
- restrict the processing of your personal data;
- have incomplete or inaccurate personal data corrected;
- ask us to stop processing your personal data;
- be informed of a personal data breach (unless the breach is unlikely to be prejudicial to you);
- complain to the Data Protection Ombudsman; and
- require us to delete your personal data in some limited circumstances.

Contact us

We are committed to processing your personal data lawfully and to respecting your data protection rights. Please contact us if you have any questions about this notice or the personal data we hold about you. Our contact details are: NPCF-DataProtectin@neckerfinance.ch marking your communication "*Data Protection Enquiry*".