

# SUBSCRIPTION AGREEMENT

## **Global Markets, LP**

(A Delaware Limited Partnership)

Confidential – For Use by Prospective Investors Only

This Subscription Agreement (this “**Agreement**”) is entered into by and between **Global Markets, LP**, a Delaware limited partnership (the “**Partnership**”), and the undersigned investor (the “**Subscriber**” or “**Investor**”), in connection with the Investor’s subscription for limited partnership interests (the “**Interests**”) in the Partnership.

## **1. Subscription Instructions**

(a) **Completion of Agreement.** The Subscriber must complete, sign, and deliver this Agreement (including all applicable Exhibits and Investor Questionnaires) electronically via the Partnership’s approved platform (e.g., DocuSign/Bolt).

(b) **Minimum Investment.** The minimum initial subscription amount shall be **\$500,000** (as set forth in the Limited Partnership Agreement), subject to the General Partner’s discretion to accept lesser amounts or additional increments.

(c) **Funding of Subscription.** Subscription funds must be wired in **immediately available funds** to the Partnership’s designated bank account in accordance with the wire instructions separately provided. All funds shall be received no later than **T–1 (one Business Day prior to the applicable Subscription Date)** unless otherwise agreed by the General Partner.

(d) **Acceptance of Subscription.** The General Partner, **Global Markets GP, LLC** (the “**General Partner**” or “**GP**”), reserves the right to accept or reject any subscription, in whole or in part, in its sole discretion. Subscriptions are binding on the Subscriber once executed but shall become effective only upon countersignature by the General Partner.

(e) **Closing and Admission.** Upon acceptance by the General Partner, the Subscriber shall be admitted as a Limited Partner of the Partnership and bound by the terms of the Partnership’s **Limited Partnership Agreement**, as amended from time to time.

## **2. Defined Terms**

Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Partnership’s **Limited Partnership Agreement** and/or the **Private Placement Memorandum** of the Partnership (collectively, the “**Offering Documents**”).

# Investor Representations and Warranties

The undersigned investor (the “Investor”) hereby represents, warrants, acknowledges, and agrees to the Partnership and the General Partner as follows:

## 1. Authority and Capacity

- If an individual, the Investor has full legal capacity to execute and deliver this Subscription Agreement and to perform its obligations hereunder.
- If an entity, the Investor is duly organized, validly existing, and in good standing under the laws of its jurisdiction, and the execution, delivery and performance of this Subscription Agreement have been duly authorized.

## 2. Binding Obligation

- This Subscription Agreement, when executed and delivered, constitutes a valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms.

## 3. Investment Intent

- The Interests are being acquired for the Investor’s own account, for investment purposes only, and not with a view to resale or distribution.
- The Investor understands that the Interests are not registered under the Securities Act of 1933 or any state securities laws, and may not be transferred except as permitted under the Limited Partnership Agreement (“LPA”) and applicable law.

## 4. Accredited Investor Status

- The Investor is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act.
- The Investor has completed the attached Investor Questionnaire confirming such status.

## 5. Qualified Purchaser Status

- If required, the Investor is a “qualified purchaser” within the meaning of Section 2(a)(51) of the Investment Company Act of 1940, as amended.

## **6. ERISA Matters**

- If the Investor is, or is investing on behalf of, an “employee benefit plan” or “plan assets” subject to ERISA or Section 4975 of the Code, the Investor has disclosed such status in the Subscription Documents.
- The Investor acknowledges that the General Partner may take steps to limit or restrict admissions, transfers, or redemptions in order to avoid the Partnership’s assets being deemed “plan assets.”

## **7. Anti-Money Laundering / KYC Compliance**

- The Investor (and, if applicable, its beneficial owners) has provided, or will provide upon request, all information and documentation reasonably required to comply with applicable anti-money laundering (“AML”), know-your-customer (“KYC”), sanctions, and anti-terrorist financing laws, including the USA PATRIOT Act and OFAC regulations.
- The Investor is not a Prohibited Person (including any individual or entity subject to sanctions administered by OFAC, the United Nations, the EU, or similar authorities).

## **8. Financial Sophistication**

- The Investor has such knowledge, sophistication, and experience in financial, business, and investment matters as to be capable of evaluating the merits and risks of an investment in the Partnership.
- The Investor is able to bear the economic risk of its investment, including a complete loss of capital.

## **9. Information Access**

- The Investor has received and reviewed the Private Placement Memorandum (“PPM”), the LPA, and this Subscription Agreement.
- The Investor has had the opportunity to ask questions and receive answers from the General Partner regarding the Partnership’s investment program, terms, and risks.

## **10. No Reliance**

- The Investor is not relying on any representations or warranties other than those set forth in the PPM, the LPA, and this Subscription Agreement.
- 

## **Investor Acknowledgements and Risk Factors**

The Investor acknowledges, understands, and agrees as follows:

### **1. Receipt of Offering Documents**

- The Investor has received and carefully reviewed the Private Placement Memorandum (“PPM”), the Limited Partnership Agreement (“LPA”), and this Subscription Agreement (collectively, the “Offering Documents”).
- The Investor understands and accepts the terms, conditions, fees, and risk factors described therein.

### **2. Investment Risks**

- The Investor acknowledges that an investment in the Partnership involves a high degree of risk, including the risk of loss of the entire investment.
- The Investor understands that past performance is not necessarily indicative of future results.
- The Investor understands that investments may be illiquid, leveraged, and subject to significant volatility.

### **3. Illiquidity and Restrictions on Transfers**

- The Investor acknowledges that Interests are subject to substantial restrictions on transferability, withdrawal, and redemption, as described in the LPA.
- The Investor understands that there is no public or secondary market for the Interests, and none is expected to develop.

### **4. No Guarantee of Return**

- The Investor acknowledges that no person or entity has made any representation, guarantee, or warranty regarding the performance or results of the Partnership’s investments.

## **5. Fees and Expenses**

- The Investor acknowledges that it has reviewed and understands the fees and expenses applicable to the Partnership, including the Management Fee, Performance Allocation, withdrawal/redemption fees, and Partnership expenses, all as set forth in the Offering Documents.

## **6. Reliance on the General Partner**

- The Investor acknowledges that the success of the Partnership depends substantially on the investment and management skills of the General Partner and its personnel.
- The Investor understands that the loss of key personnel could adversely affect the Partnership.

## **7. Confidentiality**

- The Investor agrees to maintain the confidentiality of the Partnership's confidential and proprietary information, including information regarding its investments, strategies, and operations, except as required by law.

## **8. No Regulatory Approval**

- The Investor acknowledges that none of the Offering Documents have been reviewed, approved, or disapproved by the SEC, CFTC, NFA, or any other regulatory authority.
- The Investor understands that any representation to the contrary is a criminal offense.

## **9. Tax Considerations**

- The Investor acknowledges that it has reviewed the tax discussion in the Offering Documents, understands the possible tax consequences of an investment, and has consulted its own independent tax advisors to the extent deemed necessary.

## **10. Independent Advice**

- The Investor acknowledges that it has had the opportunity to consult with independent legal, tax, financial, and other advisors regarding an investment in the Partnership.

## Section – Subscription Mechanics & Payment Instructions

### 3.1 Subscription Amount.

The undersigned (“Subscriber”) hereby irrevocably subscribes for and agrees to purchase an Interest in *Global Markets, LP* (the “Partnership”) in the amount set forth on the signature page hereto (the “Subscription Amount”), subject to acceptance by the General Partner. The minimum initial subscription is **USD \$500,000**, and additional increments must be not less than **USD \$50,000**, unless otherwise waived by the General Partner in its sole discretion.

### 3.2 Capital Commitments and Funding.

(a) Subscriber agrees to fund the Subscription Amount by wire transfer of immediately available U.S. dollars, in accordance with the wiring instructions provided by the Partnership or its Administrator.

(b) Subscriber acknowledges that Capital Contributions must be received by the Partnership no later than **T–1 Business Day before the applicable Valuation Date**, or such other date as specified by the General Partner.

(c) The General Partner reserves the right to reject, scale back, or accept any subscription, in whole or in part, in its sole discretion.

### 3.3 Wiring Instructions.

Payment of the Subscription Amount shall be made by wire transfer in accordance with the instructions below (subject to change upon notice from the Partnership or its Administrator):

Bank Name: [Insert Bank Name]

Bank Address: [Insert Bank Address]

SWIFT/BIC: [Insert Code]

ABA Routing Number: [Insert ABA]

Account Name: Global Markets, LP

Account Number: [Insert Account Number]

Reference: [Investor Name]

### 3.4 Acceptance and Admission.

Subscriber shall be admitted as a Limited Partner of the Partnership only upon countersignature of this Subscription Agreement by the General Partner and entry of Subscriber’s name on the books of the Partnership.

### **3.5 Commitment Obligations.**

Subscriber acknowledges that:

- The General Partner may hold back up to **10% of the Subscription Amount** for reserves, expenses, contingencies, or adjustments.
- Failure to fund the Subscription Amount when due may result in penalties, dilution, suspension of withdrawal rights, or forfeiture of Subscriber's Interest, in accordance with the Limited Partnership Agreement.

## **4. Representations Regarding Subscription and Source of Funds**

### **4.1 Legality of Investment.**

The Subscriber represents and warrants that its subscription for an Interest in the Partnership, and the payment of the Subscription Amount, will not violate any law, regulation, order, judgment, decree, or agreement binding on the Subscriber.

### **4.2 Source of Funds.**

The Subscriber represents, warrants, and covenants that:

(a) The funds used to make the Subscription Amount are the Subscriber's own funds, or funds for which the Subscriber has full authority to invest, and do not directly or indirectly derive from any unlawful activity.

(b) The Subscriber is not using, and shall not use, the Partnership as a means of laundering money, financing terrorism, or engaging in other illegal activities.

(c) No part of the Subscription Amount constitutes "criminal property" or will otherwise cause the Partnership or its General Partner to be in violation of applicable anti-money laundering ("AML") laws, the USA PATRIOT Act, the Bank Secrecy Act, OFAC rules, or similar laws or regulations in the Subscriber's jurisdiction.

### **4.3 Sanctions and Prohibited Persons.**

The Subscriber further represents and warrants that:

(a) The Subscriber is not, and is not owned or controlled by, a person or entity that is the subject of sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations, the European Union, or any other relevant sanctions authority.

(b) The Subscriber is not located, organized, or resident in any country or territory that is the subject of comprehensive sanctions, embargoes, or trade restrictions (currently including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine).

#### **4.4 Cooperation with AML/KYC Procedures.**

The Subscriber agrees to provide to the Partnership, the General Partner, the Administrator, or their respective agents such additional information, documentation, and certifications as may reasonably be required to comply with applicable AML, sanctions, tax reporting (FATCA/CRS), or other regulatory requirements.

#### **4.5 Ongoing Representations.**

The Subscriber agrees that the foregoing representations, warranties, and covenants shall be true and correct on the date hereof and shall be deemed reaffirmed each time the Subscriber makes a Capital Contribution to the Partnership.

### **5. Investor Representations & Warranties**

The Subscriber hereby represents and warrants to the Partnership and the General Partner, and agrees that the following statements are true, correct, and complete as of the date hereof and shall be deemed reaffirmed upon each Capital Contribution:

#### **5.1 Authority.**

(a) If the Subscriber is an individual, the Subscriber has the legal capacity to execute and deliver this Subscription Agreement and to perform its obligations hereunder.

(b) If the Subscriber is an entity, the Subscriber is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and the execution, delivery, and performance of this Agreement have been duly authorized.

#### **5.2 Binding Obligation.**

This Subscription Agreement constitutes a valid and binding obligation of the Subscriber, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally.

#### **5.3 Investment Intent.**

The Interest is being acquired solely for the Subscriber's own account, for investment purposes only, and not with a view to resale or distribution.

#### **5.4 Accredited Investor.**

The Subscriber is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended.

#### **5.5 Qualified Purchaser.**

The Subscriber is a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended, and related rules thereunder.

#### **5.6 ERISA.**

If the Subscriber is, or is acting on behalf of, an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or a plan subject to Section 4975 of the Internal Revenue Code:



(a) The decision to invest and the execution of this Agreement are made by fiduciaries that are independent of the General Partner.

(b) The investment will not result in a non-exempt prohibited transaction under ERISA or the Code.

#### **5.7 No Registration.**

The Subscriber understands that the Interests are not registered under the Securities Act or any state securities laws, are being offered pursuant to exemptions from such registration, and cannot be resold except in compliance with applicable securities laws.

#### **5.8 No Public Solicitation.**

The Subscriber acknowledges that the Interests were not offered to it by any form of general solicitation, advertising, or public offering.

#### **5.9 Sophistication.**

The Subscriber has sufficient knowledge, experience, and financial capacity to evaluate the risks and merits of this investment, and can bear the economic risk of loss of its entire investment.

#### **5.10 Information Access.**

The Subscriber has been given access to, and has reviewed, the Partnership's Private Placement Memorandum, the Limited Partnership Agreement, and related offering documents, and has been given the opportunity to ask questions and receive answers from the General Partner.

#### **5.11 Independent Advice.**

The Subscriber has consulted, to the extent deemed appropriate, with its own legal, tax, financial, and investment advisors in connection with the investment.

### **6. Tax Matters & Reporting Representations**

#### **6.1 Tax Status.**

The Subscriber certifies that it has accurately provided its U.S. taxpayer status (including whether it is a "U.S. Person" under the Internal Revenue Code) and has delivered to the Partnership and/or its Administrator a properly completed and executed IRS Form W-9 (for U.S. Persons) or IRS Form W-8BEN / W-8BEN-E / other applicable Form W-8 (for non-U.S. Persons).

#### **6.2 FATCA Compliance.**

The Subscriber agrees to provide any information, certifications, or documentation reasonably requested by the Partnership, the General Partner, or any of their agents to comply with the U.S. Foreign Account Tax Compliance Act ("FATCA") and related regulations. The Subscriber acknowledges that failure to provide such information may result in withholding or compulsory redemption of its Interest.

### **6.3 CRS Compliance.**

If applicable, the Subscriber shall provide information and documentation requested in order to comply with the OECD Common Reporting Standard ("CRS") or similar automatic exchange of information regimes.

### **6.4 Tax Residency.**

The Subscriber certifies that the tax residence information provided in its subscription materials is true, correct, and complete, and agrees to update such information promptly if it changes.

### **6.5 Withholding & Indemnification.**

The Subscriber acknowledges that:

- (a) The Partnership may be required to withhold taxes on income allocable or distributable to the Subscriber;
- (b) Any amounts so withheld shall be treated as distributions to the Subscriber for purposes of this Agreement; and
- (c) The Subscriber shall indemnify and hold harmless the Partnership and the General Partner against any loss, liability, or expense (including taxes, penalties, and interest) arising out of the Subscriber's failure to provide accurate tax information or certifications.

## **7. Anti-Money Laundering / Source of Funds Representations**

### **7.1 Source of Funds.**

The Subscriber represents, warrants, and covenants that the funds to be contributed to the Partnership are not derived from, and will not be used for, any illegal or illicit activities, including money laundering, terrorist financing, corruption, or violations of applicable law.

### **7.2 Compliance with AML Laws.**

The Subscriber acknowledges that the Partnership, the General Partner, and their agents are subject to applicable anti-money laundering ("AML"), counter-terrorist financing ("CTF"), and sanctions laws, including without limitation:

- The U.S. Bank Secrecy Act, the USA PATRIOT Act, and related regulations;
- The rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC");
- Similar laws in other jurisdictions where the Partnership conducts business.

### **7.3 Representations Regarding Subscriber.**

The Subscriber further represents and warrants that:

- (a) It is not named on, owned by, or controlled by any Person named on any sanctions list maintained by OFAC, the United Nations, the European Union, or any other applicable governmental authority;
- (b) It is not resident in, organized under the laws of, or otherwise affiliated with any country or

territory subject to comprehensive U.S. sanctions;

(c) It has not been convicted of, charged with, or under investigation for money laundering, terrorist financing, or other financial crimes;

(d) It is not acting on behalf of or for the benefit of any other Person except as disclosed in this Subscription Agreement and accompanying beneficial ownership forms.

#### **7.4 Ongoing Disclosure Obligation.**

The Subscriber agrees to promptly notify the Partnership of any change to the foregoing representations and to provide such additional information as the Partnership, the General Partner, or their agents may reasonably request to comply with AML/KYC and sanctions obligations.

#### **7.5 Right to Reject or Redeem.**

The Subscriber acknowledges and agrees that the Partnership and the General Partner may, in their sole discretion, reject this subscription, suspend transactions, or compulsorily redeem all or part of the Subscriber's Interest if necessary or advisable to comply with AML/KYC or sanctions obligations.

### **8. ERISA Representations**

#### **8.1 ERISA Status.**

The Subscriber represents and warrants that it has accurately indicated in the Investor Questionnaire whether or not it is:

(a) an "employee benefit plan" subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(b) a "plan" subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code");

(c) an entity whose underlying assets are deemed to include "plan assets" of such plan(s) by reason of investment in the entity (together, "Benefit Plan Investors"); or

(d) none of the foregoing.

#### **8.2 Plan Asset Regulations.**

If the Subscriber is, or is acting on behalf of, a Benefit Plan Investor, the Subscriber represents and warrants that its subscription for Interests in the Partnership and the operation of the Partnership will not result in the assets of the Partnership being deemed to constitute "plan assets" of such Subscriber under the U.S. Department of Labor's plan asset regulation, 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA.

#### **8.3 No Prohibited Transaction.**

The Subscriber represents and warrants that its subscription for Interests in the Partnership will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code.

#### **8.4 Fiduciary Responsibility.**

If the Subscriber is, or is acting on behalf of, a Benefit Plan Investor, the individual signing this Subscription Agreement on behalf of the Subscriber acknowledges that it is a fiduciary under

ERISA with respect to the decision to invest in the Partnership, and represents and warrants that:

- (a) the decision to invest in the Partnership was made by an appropriate fiduciary, independent of the General Partner, the Partnership, and their Affiliates;
- (b) such fiduciary is duly authorized to make such investment decision on behalf of the Subscriber; and
- (c) such decision is consistent with applicable fiduciary duties under ERISA and other applicable law.

#### **8.5 Indemnification.**

The Subscriber agrees to indemnify and hold harmless the Partnership, the General Partner, and their Affiliates from any loss, damage, liability, or expense arising out of or related to any misrepresentation under this Section 8.

### **9. Tax Representations**

#### **9.1 U.S. Tax Status.**

The Subscriber represents and warrants that it has accurately indicated in the Investor Questionnaire whether it is a “United States person” for U.S. federal income tax purposes under Section 7701(a)(30) of the Code, or a non-U.S. person.

#### **9.2 FATCA Compliance.**

The Subscriber agrees to provide the Partnership and the General Partner with any information and documentation reasonably requested to comply with the U.S. Foreign Account Tax Compliance Act (“FATCA”), including, without limitation, a properly completed IRS Form W-9, W-8BEN, W-8BEN-E, or other applicable form.

#### **9.3 CRS Compliance.**

The Subscriber agrees to provide the Partnership and the General Partner with any information and documentation reasonably requested to comply with the OECD Common Reporting Standard (“CRS”) or any similar international tax reporting regime.

#### **9.4 Withholding.**

The Subscriber acknowledges and agrees that the Partnership and the General Partner may be required to withhold taxes from distributions or amounts otherwise payable to the Subscriber, and that any such withholding shall be treated as a distribution to the Subscriber for all purposes of this Agreement.

#### **9.5 Tax Information.**

The Subscriber agrees to promptly provide the Partnership with updated tax forms or other information upon request, and acknowledges that failure to do so may result in withholding, suspension of distributions, or compulsory redemption of the Subscriber’s Interest.

#### **9.6 Indemnification.**

The Subscriber agrees to indemnify and hold harmless the Partnership, the General Partner,

and their Affiliates from any liability, cost, or expense (including penalties and interest) arising out of the Subscriber's failure to provide accurate or complete tax documentation.

## **10. Acknowledgments & Agreements**

### **10.1 Receipt of Offering Materials.**

The Subscriber acknowledges receipt of and represents that it has carefully reviewed the Partnership's Confidential Private Placement Memorandum, the Limited Partnership Agreement, and this Subscription Agreement (collectively, the "Offering Documents").

### **10.2 No Reliance on Unauthorized Statements.**

The Subscriber acknowledges and agrees that no representations or warranties have been made to it by the Partnership, the General Partner, or any agent thereof, other than as set forth in the Offering Documents. The Subscriber has not relied on any oral or written information other than the Offering Documents in making its investment decision.

### **10.3 Investment Risks.**

The Subscriber acknowledges that investment in the Partnership involves significant risks, including the possible loss of all or a substantial portion of the Subscriber's investment. The Subscriber represents that it is capable of evaluating and bearing the economic and financial risks of this investment.

### **10.4 Binding Agreement.**

The Subscriber acknowledges and agrees that, upon acceptance of this Subscription Agreement by the General Partner, the Subscriber will be admitted as a Limited Partner of the Partnership and will be bound by all the terms and provisions of the Limited Partnership Agreement.

### **10.5 No Right to Withdraw.**

The Subscriber understands and agrees that, except as otherwise provided under applicable law, it is not entitled to cancel, terminate, or revoke this subscription and that this Subscription Agreement shall survive the death, disability, dissolution, bankruptcy, or insolvency of the Subscriber.

### **10.6 Power of Attorney.**

The Subscriber hereby grants to the General Partner a power of attorney to execute, on its behalf, any amendments to the Limited Partnership Agreement or other documents as may be required to admit the Subscriber as a Limited Partner, comply with applicable law, or otherwise carry out the intent of the Offering Documents.

## **11. ERISA Representations**

### **11.1 ERISA Status.**

If the Subscriber is, or is acting on behalf of, an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a plan

described in Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), or any entity whose underlying assets include “plan assets” by reason of an employee benefit plan’s or other plan’s investment in such entity (each, a “Plan Investor”), the Subscriber represents and warrants that:

(a) The decision to invest in the Partnership has been made by a fiduciary within the meaning of Section 3(21) of ERISA who is independent of the General Partner and its Affiliates, and such fiduciary is duly authorized to make such investment decision on behalf of the Plan Investor.

(b) The investment in the Partnership is consistent with the applicable provisions of ERISA, the Code, and any regulations promulgated thereunder, including but not limited to fiduciary duties and the prohibited transaction provisions.

(c) The investment does not and will not result in a non-exempt prohibited transaction under ERISA or the Code.

#### **11.2 25% Test.**

The Subscriber acknowledges that the Partnership intends to restrict participation by “benefit plan investors” so that the Partnership’s assets will not be deemed “plan assets” of any Plan Investor under ERISA. The General Partner may, in its sole discretion, redeem or refuse to admit any investor in order to comply with this limitation.

#### **11.3 Disclosure of Status.**

The Subscriber agrees to promptly notify the Partnership and the General Partner in writing of any change in its status as a Plan Investor.

#### **11.4 Indemnity.**

The Subscriber agrees to indemnify and hold harmless the Partnership, the General Partner, and their respective Affiliates from any liability, damage, cost, or expense that may result from any misrepresentation or breach of the foregoing representations and warranties relating to ERISA.

### **12. Miscellaneous**

#### **12.1 Governing Law.**

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

#### **12.2 Amendments.**

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by the Subscriber and the General Partner.

#### **12.3 Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, legal representatives, heirs, and distributees.

#### **12.4 Entire Agreement.**

This Agreement, together with the Limited Partnership Agreement and the Private Placement Memorandum, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

#### **12.5 Severability.**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### **12.6 Counterparts; Electronic Signatures.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature transmitted by electronic means (including DocuSign or other electronic signature platforms) shall be deemed valid and binding for all purposes.

---

### **13. Signature Pages**

#### **GENERAL PARTNER**

Global Markets GP, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

#### **SUBSCRIBER**

Entity/Individual Name: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title (if applicable):

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

# EXHIBIT A – INVESTOR QUESTIONNAIRE (Condensed)

Instructions: Please complete all items. Select all that apply by marking the box [ ] and provide details where requested.

## A. Accredited Investor Status (Reg D Rule 501(a))

[ ] Natural person with individual income exceeding \$200,000 (or joint income with spouse/partner exceeding \$300,000) in each of the two most recent years and a reasonable expectation of the same this year.

[ ] Natural person with individual net worth, or joint net worth with spouse/partner, exceeding \$1,000,000 (excluding primary residence).

[ ] Director, executive officer, or general partner of the issuer or of a general partner of the issuer.

[ ] Entity with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Interests.

[ ] Family office or family client meeting the accredited investor criteria.

[ ] Other accredited category (describe): \_\_\_\_\_.

## B. Qualified Purchaser Status (ICA §2(a)(51))

[ ] Natural person or family-owned company owning not less than \$5,000,000 in investments.

[ ] Person acting for its own account or accounts of other qualified purchasers, that owns and invests on a discretionary basis at least \$25,000,000 in investments.

[ ] Qualified institutional buyer or investment manager satisfying qualified purchaser thresholds.

[ ] Other (describe): \_\_\_\_\_.

## C. ERISA / Plan Asset Status

[ ] Subscriber is not an ERISA plan and is not investing plan assets.

[ ] Subscriber is an ERISA plan or a plan subject to Code §4975 (details): \_\_\_\_\_.

[ ] Subscriber is investing through a pooled vehicle (e.g., plan asset fund) (details): \_\_\_\_\_.

If applicable, Subscriber will promptly notify the General Partner of any change in ERISA status.

## D. Tax Residency & FATCA/CRS

[ ] U.S. Person (will provide IRS Form W-9).

[ ] Non-U.S. Person (will provide appropriate IRS Form W-8 series).



Country of tax residence: \_\_\_\_\_ TIN (if any): \_\_\_\_\_.

## **E. AML/KYC & Sanctions**

☐ Subscriber certifies funds are from lawful sources and not the proceeds of any illegal activity.

☐ Subscriber and its beneficial owners are not listed on any OFAC, UN, EU, or UK sanctions list and are not owned or controlled by any sanctioned person.

☐ Subscriber agrees to provide requested identification documents and ongoing updates as required.

## **F. Beneficial Ownership Disclosure Trigger**

Subscriber acknowledges the requirement to disclose 25%+ beneficial owners and control persons and to update the Partnership of any material changes.

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

Date: \_\_\_\_\_ [[EXHIBIT\_A\_SIGNATURE]]

## EXHIBIT B – BENEFICIAL OWNERSHIP FORM

List each individual or entity owning 25% or more of the Subscriber and any individual exercising substantial control.

Name	Ownership %	Control/Role	Country of Citizenship/Formal Address	Address

Control Person(s) (if not listed above): \_\_\_\_\_

Politically Exposed Person (PEP) status for any listed person: ☐ Yes ☐ No (If Yes, provide details.)

Certification: The undersigned certifies the foregoing is true and correct.

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

Date: \_\_\_\_\_ [[EXHIBIT\_B\_SIGNATURE]]

## **EXHIBIT C – U.S. TAX FORMS (Placeholders)**

Provide the applicable IRS form. Do not email completed tax forms unless encrypted. Upload via secure portal.

☐ Form W-9 (U.S. Persons) – Name, TIN, FATCA codes (if any), and certification.

☐ Form W-8BEN (Individuals) / W-8BEN-E (Entities) – For Non-U.S. Persons.

☐ Other (W-8ECI, W-8EXP, W-8IMY) as applicable.

Upload: </secure-portal/tax-forms> [[EXHIBIT\_C\_ACK]]

## EXHIBIT D – AML/KYC CERTIFICATION & DOCUMENT CHECKLIST

The Subscriber agrees to provide the following (as applicable):

Investor Type	Documents Required
Individual	Government-issued ID (passport), proof of address (utility bill), source-of-funds letter if required
Entity – Corporation/LLC	Certificate/Articles of Formation, Operating Agreement/Bylaws, Good Standing, shareholder list
Trust	Trust deed, trustee certification, identification of settlor, trustee(s), protector (if any), and beneficiaries
Partnership/LP	Partnership agreement, certificate of limited partnership, general partner authorization, ownership percentages
Other / Non-U.S.	Constitutional docs, register extracts, beneficial ownership info, and equivalent identification

Certification: Subscriber certifies that documents provided are true and correct and agrees to provide updates on a continuing basis.

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

Date: \_\_\_\_\_ [[EXHIBIT\_D\_SIGNATURE]]