## ARCTIC EQUITY II LLC

## SUBSCRIPTION BOOKLET

**Name of Prospective Investor: John Smit**

**AS SOON AS POSSIBLE:**

Please email the completed and executed Subscription Package by email to: ARCTIC CAPITAL LLC, represented by ANTON ALIKOV, aalikov@arcticventures.vc, info@arcticventures.vc

If you have any questions regarding completion of the Subscription Booklet, please contact ANTON ALIKOV, aalikov@arcticventures.vc, info@arcticventures.vc

*If the prospective investor does not wish to subscribe for an interest in ARCTIC EQUITY II LLC (the “****Fund****”) or if the prospective investor’s subscription is rejected, please return the Fund’s Operating Agreement, including this Subscription Booklet (collectively, the “****Fund Documents****”) to ARCTIC CAPITAL LLC (the “****Manager****”). The Fund Documents contain highly confidential information, including trade secret, commercial and financial information, regarding the Manager and its affiliated entities. Any disclosure of this information could cause competitive harm to the Manager and its affiliated entities. By reading the information contained in the Fund Documents, each prospective investor agrees that this information (i) shall be used by such person solely in connection with making its investment decision with respect to the Fund and shall not be used by such person for any other purpose, (ii) shall not, without the prior express written consent of the Manager, be reproduced in any manner for, or disclosed to any other person, and (iii) shall be retained for only so long as is necessary.*

## ARCTIC EQUITY II LLC

#### INSTRUCTIONS

This Subscription Booklet relates to the offering of limited liability company interests in ARCTIC EQUITY II LLC, a Delaware limited liability company (the “**Fund**”). Each prospective investor should read the Operating Agreement of the Fund (the “**Operating Agreement**”) and the attached Subscription Agreement. Each prospective investor must also complete and execute, as applicable, all of the documents included in this Subscription Booklet including:

1. the Subscription Agreement,
2. the Member Information (Exhibit A to the Subscription Agreement),
3. the Investor Questionnaire (Exhibit B to the Subscription Agreement), and
4. the applicable U.S. Internal Revenue Service tax form W-9, W-8BEN, W-8BEN-E, W-8EXP, W-8-IMY or W-8ECI.

Once the prospective investor has completed and executed the Subscription Booklet, the prospective investor should email the completed and executed Subscription Booklet to aalikov@arcticventures.vc, info@arcticventures.vc.

The Manager will contact the prospective investor if any documents are incomplete or if the prospective investor is not eligible to subscribe for an interest in the Fund.

Questions regarding completion of this Subscription Booklet should be directed to ARCTIC CAPITAL LLC, represented by ANTON ALIKOV, E-mail: aalikov@arcticventures.vc, info@arcticventures.vc.

Investor: John Smit

Contact Person: x

Telephone No:

E-mail:

Subscription Amount (USD): XXX,XXX

## ARCTIC EQUITY II LLC

#### SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE

*The offering of securities described herein has not been registered under the United States Securities Act of 1933, as amended (the “****Securities Act****”), or under any securities laws of any state of the United States or any other jurisdiction. This offering is made pursuant to Rule 506 of Regulation D under Section 4(2) of the Securities Act, which exempts from such registration transactions not involving a public offering. For this reason, these securities will be sold only to investors who meet certain minimum suitability qualifications described herein.*

*A subscriber should be prepared to bear the economic risk of an investment in the Fund for an indefinite period of time because the interests of the Fund have not been registered under the Securities Act or the laws of any other jurisdictions, and, therefore, cannot be sold unless they are subsequently registered or an exemption from registration is available. Neither the Fund nor the Manager is obligated to register the Fund’s interests under the Securities Act or the laws of any other jurisdiction. Transfer of the Fund’s interests is also restricted by the terms of the Fund’s Operating Agreement.*

## ARCTIC EQUITY II LLC

#### SUBSCRIPTION AGREEMENT

This Subscription Agreement and the Investor Questionnaire attached hereto as Exhibit B (the “**Investor Questionnaire**” and, together with this Subscription Agreement, the “**Agreement**”) is entered into by and among ARCTIC CAPITAL LLC, a Delaware limited liability company (the “**Manager**”), ARCTIC EQUITY II LLC, a Delaware limited liability company (the “**Fund**”), and the investor named on the signature page hereto (the “**Investor**”) in connection with the Investor’s purchase of a limited liability company interest in the Fund (the “**Interest**”) and admission as a Member therein pursuant to the Fund’s Operating Agreement (the “**Operating Agreement**”). Capitalized terms used herein but not defined shall have the meanings given them in the Operating Agreement.

The Investor, Manager and Fund hereby agree as follows.

1. Issuance and Sale of the Interest. Subject to the terms and conditions of this Agreement and the Operating Agreement, Investor hereby subscribes for and agrees to (i) acquire the percentage ownership Interests for the Purchase Price set forth in the signature page hereto, (ii) make the aggregate Capital Contribution set forth opposite the Investor’s name on the signature page hereto, and (iii) become a party to the Operating Agreement and be admitted as a Member of the Fund. This subscription may be rejected in whole or in part by the Manager. Subject to the terms and conditions set forth herein and in the Operating Agreement, the Investor’s obligation to subscribe for and pay for the Interest shall be complete and binding upon the Investor’s execution and delivery of this Agreement and acceptance thereof by the Manager. The Investor hereby agrees that this subscription is and shall be irrevocable and shall survive and shall not be affected by the subsequent death, disability, incapacity, dissolution, bankruptcy or insolvency of the Investor.
2. Acceptance of Subscription; Obligations under Operating Agreement. It is understood and agreed that this Agreement is made subject to the following terms and conditions:
   1. The Manager shall have the right to accept or reject the Investor’s subscription, in whole or in part, in its sole and absolute discretion, and this subscription shall be deemed to be accepted by the Manager only when the Investor has been admitted as a Member of the Fund by execution of this Agreement by the Investor and execution evidencing acceptance of this Agreement by the Manager, and by execution of the Operating Agreement.
   2. Upon the Investor’s admission as a Member as provided for in Section 2(a), the Investor agrees to be bound by all the terms and provisions of the Operating Agreement and will perform all obligations therein imposed upon a Member with respect to the Interest. By counter-signing the acceptance of this Agreement, the Manager agrees to be bound by all the terms and provisions of the Operating Agreement.
3. Power of Attorney. By executing this Agreement, the Investor is hereby granting to the Manager of the Fund a special power of attorney, making, constituting and appointing such Manager as the Investor’s attorney in fact, with power and authority to act in the Investor’s name and on the Investor’s behalf to execute, acknowledge and swear to the execution, acknowledgment and filing of documents necessary to create, operate, dissolve and liquidate the Fund in accordance with the terms of the Operating Agreement (in substantially the form furnished to the Investor) and this Agreement to be entered into with other Members (and in which the Manager will agree as attorney for the Investor to be bound by the terms of the Operating Agreement). In the event of any conflict between the Operating Agreement and any document filed pursuant to this power of attorney, the Operating Agreement shall control. The special power of attorney being granted hereby by the Investor: (i) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death, disability or legal incapacity of the Investor; (ii) may be exercised by the Manager signing individually for each Member or for all of the Members executing any particular instrument; and (iii) may not be exercised in a manner beyond the power of attorney in the Operating Agreement.
4. Closing. The closing of the sale and purchase of the Interest (the “**Closing**”) shall take place on such date as shall be selected by the Manager. The Investor shall make its capital contribution to the Fund for its entire Capital Commitment in one lump sum on the date of the Closing in accordance with the provisions of this Agreement.
5. Management Fee and Carried Interest. The management fee shall be equal **zero percent (0%)** of the total Capital Contributions of the Member (the **“Management Fee”**) and shall be withdrawn in addition to the Capital Contribution in favor of the Fund. The Management Fee shall be paid upfront and shall be non-refundable at the time a Member enters into a Subscription Agreement. The Fund shall pay to the Manager the Carried Interest in amount of **20%** (“**Manager’s Percentage**”) of capital gain attributable to the respective Tranche as provided in paragraph 4.8 of the Operating Agreement. The Member’s Percentage in the Fund’s capital gain attributable to the respective Tranche should be equal to **80%** (“**Member’s Percentage**”). The Manager may, in its sole discretion, waive or reduce all or a portion of the Carried Interest due to the Manager from any Member.
6. Set Up Fee. The Set Up Fee shall be equal to **XXXX percent (X%)** of the total Capital Contributions of the Member set forth in this Agreement and shall be paid to the Fund to cover reasonable organizational and operating expenses of the Fund.
7. Investor Representations and Warranties. The Investor hereby represents and warrants to the Manager and the Fund as follows:
   1. Securities Law Representations and Warranties. The Investor has been advised that neither the Interest nor the offering of the Interest has been registered under the Securities Act or applicable state securities laws, but is being offered and sold pursuant to exemptions from such laws. The Investor has also been advised that the Fund will not be registered under the Investment Company Act. The Fund and the Manager are relying in part on the Investor’s representations and warranties contained in this Section 7(a) and the Investor Questionnaire for the purpose of qualifying for such exemptions from registration. Accordingly, the Investor hereby represents and warrants to the Fund and the Manager as follows:
      1. The Interest is being acquired for investment for the Investor’s own account, not as a nominee or agent, and not with a view to distributing all or any part thereof within the meaning of the Securities Act. The Investor has no present intention of selling, granting any participation in or otherwise distributing the Interest, in whole or in part, in any manner contrary to the Securities Act or any applicable state securities law. The Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person with respect to the Interest, in whole or in part. The Investor understands and acknowledges that the Fund will have no obligation to recognize the ownership, beneficial or otherwise, of the Interest to anyone but the Investor, except as specifically provided in the Operating Agreement.
      2. The Investor acknowledges that it is not subscribing pursuant hereto for an Interest as a result of or pursuant to: (x) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site whose information about the Fund is not password protected) or broadcast over television or radio; or (y) any seminar or meeting whose attendees, including the Investor, had been invited as a result of, or pursuant to, any of the foregoing.
      3. The Investor has been solely responsible for its own due diligence investigation of the Fund and its business and analysis of the merits and risks of the investment and subscription made pursuant to this Agreement. The Investor is not relying on anyone else’s analysis or investigation of the Fund, its business or the merits and risks of the Interest, other than professional advisers employed specifically by the Investor to assist it. In taking any action or performing any role relative to arranging the investment being made pursuant to this Agreement, the Investor has acted solely in its own interest and not in that of any other party, and no other party has acted as an agent or fiduciary for the Investor.
      4. The Investor has received, read and understood the Fund Documents. The Investor has been afforded an opportunity to ask questions of and receive answers from the Manager concerning the transactions contemplated by the Fund Documents. The Manager has made available all additional information which the Investor has requested in connection with the transactions contemplated by the Fund Documents (to the extent the Manager has such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of information otherwise furnished by the Manager. The Investor has investigated the acquisition of the Interest to the extent it deemed necessary or desirable, and the Manager has provided the Investor with any assistance the Investor has requested in connection therewith. No representations or warranties have been made to the Investor by the Fund, the Manager, or any agent of the Manager other than as set forth in the Fund Documents.
      5. The Investor, either alone or with the assistance of its professional adviser, has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of acquisition of the Interest and of making an informed investment decision with respect thereto.
      6. The investment in the Interest is suitable for the Investor based upon its investment objectives and financial needs. The Investor’s overall commitment to investments that are illiquid or not readily marketable is not disproportionate to its net worth, and investment in the Interest will not cause such overall commitment to become excessive. Furthermore, the Investor’s financial condition is such that the Investor is able to bear the loss of the Investor’s entire investment in the Fund or risk of holding the Interest for an indefinite period of time.
      7. The Investor recognizes that the investment in the Fund is an investment involving a high degree of risk. The Investor is aware that the Fund will be making illiquid investments in high-risk companies and, as a result, the distribution to the Investor of gains, if any, resulting from an investment in the Fund may not occur for many years after the date of this Agreement. The Investor has carefully read and understands the risk factors listed at the end of this Agreement and understands that there can be no assurance that the Fund will be able to repeat the historical performance of any other venture capital investment fund or obtain any goals for investment or return on investment.
      8. The Investor is aware that its rights to transfer the Interests are restricted by the Securities Act, applicable state securities laws and laws of other jurisdictions, the Operating Agreement, and the absence of a market for the Interest. The Investor further understands that (i) membership interests in the Fund will not be, and Members have no rights to require that such interests be, registered under the Securities Act; (ii) there will be no public market for the Fund’s membership interests; (iii) the Investor may not be able to avail itself of exemptions available for resale of the Interest without registration, and accordingly, may have to hold the Interest indefinitely; and (iv) it may not be possible for the Investor to liquidate its investment in the Fund.
      9. The Investor is an “accredited investor” as indicated by its responses to Part 2 of the Investor Questionnaire. The Investor agrees to provide any additional documents and information that the Manager reasonably requests for purposes of determining the Investor’s status as an accredited investor.
   2. The Investor is not relying on the Fund, the Manager or any of their affiliates, employees, agents or representatives for legal, investment or tax advice, and the Investor has sought independent legal, investment and tax advice to the extent the Investor has deemed necessary or appropriate in connection with its decision to subscribe for the Interest. Furthermore, the Investor understands that no United States federal or state agency or agency of any other jurisdiction has made any finding or determination as to the fairness of the terms of the offering and sale of the Interest or of the Operating Agreement.
   3. The Investor is not acquiring the Interest with a view to realizing any benefits under United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor’s acquisition, ownership or disposition of the Interest.
   4. The Investor which is a U.S. citizen represents, warrants and agrees that it will provide at the Closing a properly completed Form W-8BEN, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI or W-9, as appropriate (a “**Withholding Certificate**”), and the Investor shall cooperate with the Manager upon the Manager’s request to update and maintain such Withholding Certificate in a timely manner.
   5. If the Investor is a natural person (or the alter ego of a natural person, *e.g.*, an IRA, self-directed retirement plan, or revocable grantor trust), the execution, delivery and performance by the Investor of this Agreement and the Operating Agreement are within such person’s legal right, power and capacity, require no action by or in respect of, or filing with, any governmental body, agency, or official (except as disclosed in writing to the Manager and which have been obtained or fully complied with), and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument to which such person is a party or by which such person or any of his or her properties or assets is bound. This Agreement and the Operating Agreement, when executed and delivered, will constitute, valid and binding agreements of such person, enforceable against such person in accordance with their terms.
   6. If the Investor is (1) a corporation, limited liability company, trust, partnership or other entity or organization or (2) an individual retirement account or self-directed employee benefit plan, the Investor hereby represents and warrants that: (i) the Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) the Investor has the requisite power and authority to execute, deliver and perform its obligations under the Fund Documents; (iii) the Investor has obtained all necessary consents, approvals and authorizations of all governmental authorities and other persons required to be obtained in connection with its execution of this Agreement and the performance of its obligations hereunder and under the Operating Agreement; (iv) the person signing this Agreement on its behalf has been duly authorized to execute this Agreement; and (v) such execution, delivery and performance does not violate, or conflict with, the terms of any agreement or instrument to which you are a party or by which the Investor is bound. This Agreement has been duly executed by the Investor and constitutes, and the Operating Agreement, when the Investor is admitted as a Member, will constitute, a valid and legally binding agreement of the Investor.
   7. The Investor acknowledges that the Fund, and the Manager and certain of their Affiliates are subject to certain anti-money laundering and related provisions and otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States government or United Nations sanctions and embargo programs. In furtherance of the foregoing:
      1. The Investor hereby represents and warrants the following and shall promptly notify the Manager if any of the following ceases to be true and accurate:
         1. To the best of the Investor’s knowledge based upon appropriate diligence and investigation, none of the cash or property that the Investor has paid or will pay or contribute to the Fund has been or shall be derived from or related to any activity that is deemed criminal under United States law, nor will the proposed investment by the Investor in the Fund, which is being made on its own behalf or, if applicable, on behalf of any beneficial owners, directly or indirectly contravene United States federal, state, international or other laws or regulations, including any AML Laws.
         2. No contribution or payment by the Investor to the Fund or the Manager, to the extent within the Investor’s control, shall cause the Fund or Manager to be in violation of any AML Laws, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.
      2. The Investor understands and agrees that if at any time it is discovered that any of the representations in this Section 7(g) are untrue or inaccurate, or if otherwise required by applicable law or regulation related to money laundering and similar activities, the Manager may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to segregation or redemption of the Investor’s investment in the Fund.
      3. The Investor acknowledges that the Fund, the Manager or any administrator acting on behalf of the Fund may require further documentation verifying the Investor’s identity or the identity of the Investor’s beneficial owners, if any, and the source of funds used to purchase the Interest. The Investor hereby agrees to provide such documentation as may be requested by the Manager. Furthermore, the Investor acknowledges and agrees that the Fund or Manager may release confidential information regarding the Investor and, if applicable, any of the Investor’s beneficial owners, to government authorities if the Manager, in its sole discretion, determines after consultation with counsel that releasing such information is in the best interest of the Fund in light of any AML Law.
   8. The Investor is not subject to the Freedom of Information Act or similar law or regulation. The Investor agrees that it shall promptly notify the Manager if it becomes subject to the Freedom of Information Act or similar law or regulation at any time after the date hereof.
   9. Given that the Investor is not a resident of the United States, the Investor understands that it is the Investor’s responsibility to satisfy itself as to full observance of laws of any relevant territory outside of the United States in connection with the offer and sale of the Interest, including obtaining any required governmental or other consents, making any filings or observing any other applicable formalities.
   10. The Investor represents and warrants that the information provided in Member Information attached hereto as Exhibit A is accurate, and that the Investor shall promptly notify the Manager of any change to such information.
   11. The foregoing representations and warranties and all representations and warranties made by the Investor in the Investor Questionnaire are true and accurate as of the date hereof and shall be true and accurate as of the Closing and shall survive the date of Closing. If in any respect such representations and warranties shall not be true and accurate prior to or at the Closing, the Investor shall give immediate notice of such fact to the Manager at:

ARCTIC CAPITAL LLC

555 Madison Avenue, NY, 10022

aalikov@arcticventures.vc, info@arcticventures.vc

1. Survival of Agreements, Representations and Warranties, etc. All agreements, representations, covenants, and warranties contained herein shall survive the execution and delivery of this Agreement and the sale and purchase of the Interest in the Fund.
2. Further Agreements. The Investor understands that the information provided herein (including the Exhibits and Schedules hereto) will be relied upon by the Fund and the Manager for the purpose of determining the Investor’s eligibility to purchase the Interest. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine its eligibility to purchase the Interest. In addition, the Investor will furnish to the Fund, upon request, any other information reasonably determined by the Manager to be necessary or convenient for the formation, operation, dissolution, winding up or termination of the Fund, including, if relevant, information with respect to the foreign citizenship, residency, ownership or control of the Investor and its beneficial owners so as to permit the Manager to evaluate and comply with any regulatory and tax requirements applicable to the Fund or proposed investments of the Fund; provided that (i) such other information is in the Investor’s possession or is available to the Investor without unreasonable effort or expense and (ii) the Investor’s obligation with respect to such other information shall not apply to information that the Investor is required by law or agreement to keep confidential.
3. Indemnification. To the maximum extent permitted by law, the Investor shall indemnify and hold harmless the Fund, the Manager, the Members, and each of their respective representatives, affiliates, partners, equity holders, members, directors, officers, employees, independent contractors, or agents from and against any and all losses, claims, demands, costs, liabilities, expenses (including costs of investigation and attorneys’ fees), judgements, fines, settlements, damages or injuries suffered or sustained, and other amounts (including any withholding tax imposed under FATCA on any indemnified person), of any nature whatsoever, known or unknown, liquidated or unliquidated, arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative, or investigative, in which the indemnified party may be involved, or threatened to be involved as a party or otherwise, arising out of or based upon any false representation or warranty, or any breach of or failure to comply with any covenant or agreement, made by the Investor or on the Investor’s behalf in this Agreement (including the Exhibits and Schedules hereto) or in any other document the Investor furnished to any of the foregoing pursuant to this Agreement. Each indemnified party shall be an express third-party beneficiary of this Agreement and, without limiting the foregoing, shall be entitled to enforce its rights under this Section 10.
4. Expenses. Each party hereto will pay its own expenses relating to this Agreement and the purchase of the Interest hereunder, except as set forth in the Operating Agreement.
5. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally but only with the written consent of the Investor and the Manager subject to necessary approvals by the Members.
6. Acceptance of Subscription. The Manager may accept in its sole discretion all or any portion of the requested capital commitment amount set forth on the signature page to this Agreement. If so accepted, this Agreement may not be cancelled, terminated or revoked by the Investor. The Manager may also reject in its sole discretion the Investor’s entire requested capital commitment.
7. Severability. 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 and shall be deemed modified to conform with such applicable law. 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.
8. Withdrawal. If any answers or background documentation provided by the Investor and required under this Subscription Agreement is found to be false or misleading, the Investor understands that the Manager may require such Investor to fully withdraw from the Fund as permitted under the Operating Agreement.
9. Confidentiality of Fund Information. Without limiting the generality of the foregoing or the Investor’s obligations under the Operating Agreement, the Investor acknowledges and agrees to the provisions of Section 13.9 (regarding Confidential Information) of the Operating Agreement.
10. Counterparts. This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all parties notwithstanding the fact that all parties are not signatory to the original or to the same counterpart.
11. Governing Law. This Agreement, any and all actions, disputes, controversies or claims (whether at law or in equity, whether in contract or tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, construed and enforced in accordance with the law of the State of Delaware, without regard to the choice of law or conflicts of law principles thereof. The parties hereto expressly waive any right they may have, now or in the future, to demand or seek the application of a governing law other than the law of the State of Delaware.
12. Internal Dispute Resolution Procedure.
13. In the event of a dispute, claim, question, or disagreement between the Investor and the Fund arising from or relating to this Agreement, the breach thereof, or any associated transaction, or to interpret or enforce any rights or duties under the Act (hereinafter “Dispute”), the parties hereby agree to resolve such Dispute by strictly adhering to the Procedure provided below. The following Procedure has been adapted for purposes of this Agreement from guidelines and rules published by the American Arbitration Association (“AAA”):
14. Notice of Disputes. Written notice of a Dispute must be sent to the Investor or the Fund by the aggrieved party at the address of such party shall advise the other party in writing;
15. Negotiation of Dispute. The parties hereto shall use their best efforts to settle any Dispute through negotiation before resorting to any other means of resolution. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If, within a period of sixty (60) days after written notice of such Dispute has been served by either party on the other, the parties have not reached a negotiated solution, then upon further notice by either party, the Dispute shall be submitted to mediation administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and Mediation Procedures. The onus is on the complaining party to initiate each next step in this Procedure as provided below.
16. Mandatory Alternative Dispute Resolution. On failure of negotiation provided above; mediation, shall be used to settle the Dispute. On unanimous consent of all parties to a Dispute, the disputing party may initiate a claims action or litigation in lieu of mandatory mediation. In any claims action or litigation, the local rules of court shall apply in lieu of the remaining provisions of Section 20.
17. Mediation.
18. Any Dispute that cannot be settled through negotiation as described in Section 19, may proceed to mediation. The parties shall try in good faith to settle the Dispute by mediation, which each of the parties to the Dispute must attend in person, before resorting to the court as set forth in Section 21.
19. AAA Commercial Arbitration Rules and Mediation Procedures. Any Dispute submitted for mediation shall be subject to the AAA’s Commercial Arbitration Rules and Mediation Procedures (“Rules”). If there is a conflict between the Rules and this Section, the Section shall be controlling.
20. Location of Mediation. Any mediation shall be conducted in State of Delaware and each party to such mediation or arbitration must attend in person.
21. Selection of Mediator. The complaining party shall submit a Request for Mediation to the AAA. The AAA will appoint a qualified mediator to serve on the case. The preferred mediator shall have specialized knowledge of securities law, unless the Dispute pertains to financial accounting issues, in which case the arbitrator shall be a CPA, or if no such person is available, shall be generally familiar with the subject matter involved in the Dispute. If the parties are unable to agree on the mediator within thirty (30) days of the Request for Mediation, the AAA case manager will make an appointment. If the initial mediation(s) does not completely resolve the Dispute, any party may request a different mediator for subsequent mediation(s) by serving notice of the request to the other party(ies) for approval, and subject to qualification per the requirements stated above.
22. Attorney’s Fees and Costs. Each party shall bear its own costs and expenses (including their own attorney’s fees) and an equal share of the mediator’ fees and any administrative fees, regardless of the outcome; however, if the Manager is a party, its legal fees shall be paid by the Fund.
23. The maximum amount a party may seek during mediation is the amount equal to the party’s unreturned Capital Contributions and any Distributions to which the party may be entitled.
24. If, after no less than three (3) face-to-face mediation sessions, mediation proves unsuccessful at resolving the Dispute, the parties may then, and only then, the Parties may submit the Dispute to the competent court as described in Section 21.
25. Venue. The parties agree that any action brought by any party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, shall be brought in, and each party agrees to and does hereby submit to the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court of the United States of America sitting in Delaware. **Each party hereto acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement and any of the transactions contemplated hereby. Each party hereto certifies and acknowledges that (i) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce either of such waivers, (ii) it understands and has considered the implications of such waivers.**
26. Headings. The headings in this Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.
27. Assignment. To the fullest extent permitted by applicable law, this Agreement is not assignable by the Investor without the written consent of the Manager.
28. Entire Agreement. The Fund Documents (including this Agreement and the Operating Agreement) constitute the entire agreement between the Fund and the Investor with respect to the subject matter hereof and supersede any prior agreement or understanding among them with respect to such subject matter.

**ARCTIC EQUITY II LLC**

#### SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Agreement as of the date set forth below.

Date: 01.01.0001

#### INDIVIDUAL INVESTOR:

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

US$ **XX,X** per share

Purchase Price

$US **XX,XXX**  
Capital Contribution

And

$US **X,XXX**

Set up fee (in accordance with paragraph 6)

Total payment: $US **XX,XXX**   
($US **XX,XXX** Capital Contribution,   
$US **X,XXX** Set up fee)

#### SUBSCRIPTION ACCEPTED:

**MANAGER:**

**ARCTIC CAPITAL LLC**

By: DMITRY VORONTSOV

*(on behalf of ALVI FINANCIAL GROUP, assigned Manager of ARCTIC CAPITAL LLC)*

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

Title: Manager

$ XX,XXX

Accepted Capital Contribution

$ X,XXX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted Set up fee

**Bank details**:

Beneficiary: Arctic Equity II LLC

Bank name: JP Morgan Chase

Bank account: 818976729

ACH routing number: 021000021

Wire routing number: 021000021

SWIFT: CHASUS33

Manager: Dmitry Vorontsov (on behalf of Arctic Capital LLC)

Address: 555 MADISON AVE FL 5 NEW YORK, NY 10022

**ARCTIC EQUITY II LLC**

#### MEMBER INFORMATION

EXHIBIT A

Member Legal Name:

Name of Primary Contact:

# John Smit

# John Smit himself/herself

Address:

Telephone: [\_\_\_\_\_\_\_\_\_\_\_\_]

Email Address: [\_\_\_\_\_\_\_\_\_\_\_\_],

Social Security # or Federal Tax ID

*If applicable:*

*Individual tax number:*  000000000000

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of all Trustees: |  | Trustees Address(es): |  | Trustees Phone/Fax: |
| Name of Plan Sponsor: |  | Plan Sponsor Address: |  | Plan Sponsor Phone/Fax: |

WIRE INFORMATION – CASH DISTRIBUTIONS

|  |  |  |  |
| --- | --- | --- | --- |
| Account |  |  |  |
| Name: Bank: |  | Name: Bank’s City/State: |  |
| Name: Bank’s City/State: |  |  |  |
| ABA No.: |  |  |  |
| Acct. No.: |  |  |  |
| Wire Notes/Special Instructions: |  |  |  |
| For Further Credit To Account Name: |  | |  |
| Intermediary Bank Name: |  | | |
| ABA No. 2: |  |  | Swift No. 2: |
| Acct. No. 2: |  |  |  |
| Wire Notes/Special Instructions: |  |  |  |

### EXHIBIT B

**ARCTIC EQUITY II LLC**

#### INVESTOR QUESTIONNAIRE

Capitalized terms used but not defined in this Investor Questionnaire shall have the meanings given to them in the Operating Agreement.

PART 1 – GENERAL REPRESENTATIONS

1. The Interest will be held under the following type of ownership (Please check the applicable box):

**Individual** □ Limited Partnership

* Community Property, Joint Tenants, or Tenants in Common

Please indicate name(s) of co-owner(s) or spouse:

General Partnership

* Limited Liability Company

□ Tax Exempt Organization □ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* IRA / Keogh / SEP
* C Corporation
* S Corporation
* A trust (check applicable category below):
  + An irrevocable trust
  + A living trust or other revocable trust with grantor(s)

1. If the Investor is not a natural person, please indicate:
   1. Jurisdiction of Organization:
   2. Formation Date:
   3. Applicable ID Numbers:
2. Please check the appropriate true or false response to the following statements:

|  |  |  |
| --- | --- | --- |
| □ True | **False** | The Investor is an “employee benefit plan” as defined in Section 3(3) of ERISA, that is subject to Part 4 of Title I of ERISA. |
| □ True | **False** | The Investor is a “plan” as defined in Section 4975(e)(1) of the Code, including, without limitation, individual retirement accounts and Keogh plans. |
| □ True | **False** | The Investor is an entity whose underlying assets include “plan assets” (as defined in the Plan Asset Regulations, as modified by Section 3(42) of ERISA) by reason of a plan’s investment in the Investor. (For example, the Investor is not a VCOC and 25 percent or more of a class of its equity interests is owned by entities described in the above two categories.) |
|  |  | If the above statement is true, the Investor hereby certifies that  \_\_\_\_\_\_\_\_\_\_\_% of the total value of equity interests in the Investor is held by “benefit plan investors” (as defined in ERISA). |

The Investor understands that the Fund, the Manager and their legal counsel are relying upon the Investor’s response within this Section B in determining fiduciary responsibilities under ERISA and related rules and regulations. (If the Investor checked “True” to any of the foregoing statements in this Section B, the Investor will be deemed to be an ERISA Member pursuant to the Operating Agreement.)

1. If the Investor is an entity, please check the appropriate true or false response to each of the following statements.

|  |  |  |
| --- | --- | --- |
| □ True | □ False | The Investor was not organized for the purpose of acquiring the Interest. |
| □ True | □ False | To the best of the Investor’s knowledge, the Investor does not control, nor is it controlled by, or under common control with, any other Member of the Fund. |
| □ True | □ False | The Investor has made investments prior to the date hereof or intends to make investments in the near future and each beneficial owner of interests in the Investor has and will share in the same proportion of each such investment. |
| □ True | □ False | The Investor’s commitment to the Fund will not constitute more than 10 percent of the aggregate commitments of all Investors to the Fund. |
| □ True | □ False | The Investor’s investment in the Fund will not constitute more than 40 percent of its assets (including for this purpose any capital committed to the Investor if the Investor is an investment fund). |
| □ True | □ False | The governing documents of the Investor require that all of its beneficial owners, including, but not limited to, shareholders, partners and beneficiaries, participate through their interests in the Investor in all of the Investor’s investments and that the profits and losses from each such investment are shared among the beneficial owners in the same proportions as all other investments of the Investor. No beneficial owner may vary its share of the profits and losses or the amount of its contribution for any investment made by the Investor. |

If the “False” box is checked for any of the above statements, the Investor or the Investor’s counsel should contact ARCTIC CAPITAL LLC, represented by ANTON ALIKOV, E-mail: aalikov@arcticventures.vc, info@arcticventures.vc, immediately.

1. Senior Foreign Political Figures. Is the Investor (1) a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), (2) a senior official of a major political party or a senior executive of a corporation controlled by a foreign government (such senior official described in this clause (2) or any senior official described in the foregoing clause (1) being a “**Senior Foreign Political Figure**”), (3) a member of the immediate family of a Senior Foreign Political Figure, (4) a close associate of a Senior Foreign Political Figure (e.g., a person who is widely and publicly known to maintain an unusually close relationship with a Senior Foreign Political Figure, including a person who is in a position to conduct substantial financial transactions on behalf of a Senior Foreign Political Figure), or (5) a former Senior Foreign Political Figure:

* Yes
* **No**

1. Entity Investors. The Investor represents that at least one of the following statements is true and will continue to be true throughout the period during which such Investor holds an Interest in the Fund (please check all that apply):

* The Investor is not a partnership, grantor trust or S corporation for federal income tax purposes.
* With regard to each beneficial owner of the Investor, the principal purposes for the establishment or use of the Investor do not include avoidance of the 100 partner limitation set forth in United States Treasury Regulation Section 1.7704-1(h)(1)(ii).
* With regard to each beneficial owner of the Investor, not more than 50 percent of the value of such beneficial owner’s interest in the Investor is attributable to the Investor’s interest in the Fund.

If the investment in the Interests is through a trust, please indicate:

1. Type of trust:
2. Name of all beneficiaries:

The Investor hereby acknowledges that the Manager will rely upon the Investor’s representations as set forth in this Part 1.F. for purposes of determining whether the Fund may be treated as a “publicly traded partnership” within the meaning of Section 7704 of the Code, and that failure by an Investor to satisfy its obligations under this Part 1.F. may cause the Fund to be treated as a corporation for federal, state and local tax purposes.

The Investor agrees to notify the Manager immediately if its response above becomes inaccurate at any time, including any time following the closing, and shall promptly thereafter deliver to the Manager any information regarding such Investor and its beneficial owners necessary to determine the number of the Fund’s partners within the meaning of United States Treasury Regulation Section 1.7704-1(h).

PART 2 – ACCREDITED INVESTOR REPRESENTATIONS

The Investor makes one of the following representations regarding the Investor’s status as an “accredited investor” (within the meaning of Rule 501 under the Securities Act), and has checked the applicable representation.

* The Investor is
* a bank as defined in section 3(a)(2) of the Securities Act,
* a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;
* a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;
* an investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;
* an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940;
* an insurance company as defined in section 2(a)(13) of the Securities Act;
* an investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act;
* a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;
* a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
* a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000;
* an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
* The Investor is a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.
* The Investor is a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in §230.506(b)(2)(ii) of the Securities Act.
* The Investor is an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

 **The Investor is a natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000;**

Note: For the purposes of calculating joint net worth in this paragraph: Joint net worth can be the aggregate net worth of the Investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this paragraph does not require that the securities be purchased jointly.

 **The Investor is a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;**

* Any entity not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

Note: For the purposes this paragraph (a)(9), “investments” is defined in rule 2a51-1(b) under the Investment Company Act of 1940 (17 CFR 270.2a51-1(b)).

* The Investor is a natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status.
* The Investor is a natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.
* Any “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1):

1. With assets under management in excess of $5,000,000,
2. That is not formed for the specific purpose of acquiring the securities offered, and
3. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

* Any “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements in paragraph 203.501(a)(12) of the Investment Advisers Act of 1940 and whose prospective investment in the issuer is directed by such family office pursuant to paragraph 203.501(a)(12)(iii) of such act.
* The Investor is an entity in which all of the equity owners are accredited investors.

Note: It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this paragraph. If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this paragraph may be available.

The Investor is not an accredited investor. (The Investor or the Investor’s counsel should contact ARCTIC CAPITAL LLC, represented by ANTON ALIKOV E-mail: aalikov@arcticventures.vc, info@arcticventures.vc, immediately.)

# PART 3 QUALIFIED CLIENT STATUS

The Investor hereby certifies that the Investor is a ''qualified client'' under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)) because:

1. **Individuals**

* The Investor owns not less than $5,000,000\* in investments;
* The Investor immediately after entering into the Subscription Agreement has at least $1,000,000 under the management of the investment adviser;

**The Investor has a net worth (together with assets held jointly with a spouse) of more than $2,100,000\*\*;**

* The Investor is an executive officer, director, trustee, general partner, or person serving in a similar capacity, of the investment adviser;
* An employee of the investment adviser (other than an employee performing solely clerical, secretarial or administrative functions with regard to the investment adviser) who, in connection with his or her regular functions or duties, participates in the investment activities of such investment adviser, provided that such employee has been performing such functions and duties for or on behalf of the investment adviser, or substantially similar functions or duties for or on behalf of another company for at least 12 months.

1. **''Family" Corporations, Foundations, Endowments, Section 501(c)(3) Organizations, Trusts or Other ''Family'' Entities**

* The Investor owns not less than $5,000,000[[1]](#footnote-1)\* in investments; and (iii) is owned directly or indirectly by or for: (a) two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption; (b) spouses of such persons; (c) the estates of such persons; or (d) foundations, charitable organizations or trusts established by or for the benefit of such persons.

1. **Trusts (Other Than Trusts That Qualify under Sections (A) or (C) hereof)**

* The Investor: (i) was not formed for the specific purpose of investing in the Fund; and (ii) each trustee (or other authorized person) that is authorized and required to make decisions with respect to this investment is a person described in (B) or (D), at the time the decision to purchase Interests is made, and each settlor or other person who has contributed assets to the trust is a person described in (B) or (D) at any time such person contributed assets to the trust.

1. **Other Companies**

* The Investor is an entity, acting for its own account or the accounts of other qualified purchasers, which in the aggregate owns and invests on a discretionary basis, not less than $25,000,000 in investments (as defined above)**;**
* The Investor immediately after entering into the Subscription Agreement has at least $1,000,000 under the management of the investment adviser; or
* The Investor has a net worth (together with assets held jointly with a spouse) of more than $2,100,000**\*\*.**

PART 4 – U.S. PERSON

Please note that the usage of terms in this section regarding status as a U.S. person or not is not the same as the terms used in Part 1.C.

Please check the appropriate statement.

* The Investor is U.S. Person (as defined below).

**The Investor is not a U.S. Person (as defined below).**

For purposes of this Part 4 of the Investor Questionnaire, a “U.S. Person” is:

* 1. a natural person who is resident in the United States;
  2. a partnership or corporation organized or incorporated under the laws of the United States;
  3. an estate of which any executor or administrator is a U.S. Person;
  4. a trust of which any trustee is a U.S. Person;
  5. an agency or branch of a foreign entity located in the United States;
  6. a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
  7. a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
  8. a partnership or corporation if (A) organized or incorporated under the laws of any foreign jurisdiction and (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

Notwithstanding the foregoing to the contrary, the following are not “U.S. Persons”:

1. a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
2. an estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if (A) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate and (B) the estate is governed by foreign law;
3. a trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settler if the trust is revocable) is a U.S. Person;
4. an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
5. an agency or branch of a U.S. Person located outside the United States if (the agency or branch operates for valid business reasons and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
6. the International Monetary Fund, the International Bank for Reconstructions and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

#### PART 5 – ANTI MONEY LAUNDERING

This Subscription Agreement will not be deemed complete, and the Investor will not be deemed

a Member, regardless of whether it has already wired funds, until all of the required documentation listed below has been received by the Manager, the Manager has completed its AML/KYC due diligence and the Manager has accepted the subscription on behalf of the Fund.

1. **Payment Information**

(a) Name of the bank from which the Investor's payment to the Fund is being wired (the "Wiring Bank"):

**YES NO**

(b) Is the Wiring Bank located in an Approved FATF Country?[[2]](#footnote-2)  □

**If yes, please answer question (c) below.**

If no, please provide the Additional Information described below.

(c) Is the Investor a customer of the Wiring Bank?  □

**If yes, you are not required to provide the Additional Information**

**described below.**

If no, please provide the Additional Information described below.

**The Investor must wire the payment from an account in its name.**

1. ***INFORMATION FOR ALL NON-U.S. INVESTORS***

***The following materials must be provided to the Manager for Non-U.S. Investors.***

|  |  |  |
| --- | --- | --- |
| **Type of Non­U.S. Investor** | **Identification Information** | **Verification Information** |
| **Individual**  Individuals include owners of individual accounts, both individual owners of joint accounts and power of attorney | 1. Name of investor  2. Physical address  3. Mailing address (if different)  4. Date of birth  5. Government Identification Number  6. Signed Subscription Document  7. List of authorized signers (other than investor,  if any)  8. Telephone number  9. Source of wealth  10. Occupation  12. Email address / website | Copy of:  1. Unexpired passport OR  2. Photo driver's license OR  3. Other government-issued photo ID OR  4. Birth Certificate |
| **Public**  **Corporation** | 1. Name of corporation  2. Physical address  3. Mailing address (if different)  4. Government Identification Number  5. Signed Subscription Document  6. List of authorized signers  8. Telephone number  9. Email address / website | Obtain:  1. Name and location of primary exchange  where shares are listed AND  2. Ticker symbol |
| **Private**  **Corporations**  Private Corporation includes Limited Liability Companies (LLC) | 1. Name of corporation  2. Beneficial owners with 25% or more interest (refer to Additional Due Diligence Requirements for Non-U.S. Investors)  3. Physical address  4. Mailing address (if different)  5. TIN Government Identification Number  6. List of authorized signers (refer to Additional Due Diligence Requirements for Non-U.S. Investors)  7. Signed Subscription Document  8. Nature of business  9. Source of wealth  10. Telephone number  11. Email address / website | Copy of:  1. Articles of incorporation OR  2. Three years of financial statements OR  3. Certificate of good standing OR  4. A letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has its principal place of business located in an Approved FATF Country certifying that the Investor maintains an account at such bank/brokerage firm and containing a statement affirming the Investor's integrity ("Bank Letter of Reference"). |

|  |  |  |
| --- | --- | --- |
| **Type of Non­U.S. Investor** | **Identification Information** | **Verification Information** |
| **Partnerships**  Partnerships include Limited Partnership (LP) | 1. Name of partnership  2. Partners with 25% or more interest (refer to entity or individual requirements)  3. Physical address  4. Mailing address (if different)  5. TIN Government Identification Number  6. List of authorized signers (refer to Additional Due Diligence Requirements for Non-U.S. Investors)  7. Signed Subscription Document  8. Nature of business  9. Source of wealth  10. Telephone number  11. Email address / website | Copy of:  1. Partnership/Membership agreement OR  2. Three years of financial statements OR  3. Certificate of good standing OR  4. Bank Letter of Reference |
| **Trust** | 1. Name of trust  2. Physical address  3. Mailing address (if different)  4. Tax Identification Number of trust  5. Type of trust  6. Signed Subscription Document  7. List of trustee(s) (refer to Additional Due Diligence Requirements for Non-U.S. Investors)  8. Name of maker of trust (grantor/trustor)  9. List of principal beneficiaries  10. Source of wealth\*  11. Telephone number of trust\*  12. Email address / website | Copy of:  1. Governing trust document / trust deed |

Additional Due Diligence Requirements for Non-U.S. Investors that are Entities

* Private Companies, LLCs and Limited Partnerships:
* If the Investor has a stakeholder that is an individual with 10% or more beneficial interest in the Investor, the Investor should complete Schedule A and provide the information in the below table.
* If the Investor has a stakeholder that is an entity with 10% or more beneficial interest in the Investor, the Investor should refer to the appropriate "Information for All Non-U.S. Investors" section in the above table and provide such information with respect to such stakeholder.
* Trusts:
* If the Investor has a stakeholder that is an individual with 10% or more beneficial Interest in the Investor, the Investor should complete Schedule B and provide the information in the below table.
* The Investor should complete Schedule B and provide the information in the below table with respect to every person who contributed assets to the trust (settlors or grantors).
* If the Investor has a stakeholder that is an entity with 10% or more beneficial interest in the Investor, the Investor should refer to the appropriate "Information for All Non-U.S. Investors" section in the above table and provide such information with respect to such stakeholder.

*Note: If the beneficial owner, partner or trustee is not an individual; refer to above chart for entity specific requirements.*

|  |  |
| --- | --- |
| **Identification Information for**  **Stakeholders that are Individuals** | **Verification Information for Stakeholders that are Individuals** |
| 1. Name  2. Physical address & mailing address (if different)  3. Date of birth  4. TIN or other government ID number | Copy of either:  1. Passport OR  2. Photo driver's license OR  3. Other government-issued photo ID OR  4. Birth certificate |

1. **ADDITIONAL INFORMATION**

**The following materials must be provided to the Manager for all investors who responded "No" to question (b) or (c) in Part A above.**

In addition to the identification verification performed on individuals and entities listed above, if (1) the bank from which the Investor's payment to the Fund is being wired (the "Wiring Bank") is not located in an Approved FATF Country, or (2) the Investor is not a customer of the Wiring Bank, the Investor must provide the additional information described below (to the extent not already provided pursuant to the foregoing requirements):

|  |  |
| --- | --- |
| **Type of Investor** | **Additional Information** |
| **Individuals** | Copy of:  1. A government issued form of picture identification (e.g., passport) AND  2. Proof of current address (e.g., current utility bill) |
| **Fund of Funds or Entities that Invest on Behalf of Third Parties that are Not Located in the United States or Other Approved FATF Country** | Copy of:  1. A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing) AND  2. An incumbency certificate attesting to the title of the individual executing this Subscription Agreement on behalf of the Investor (attached hereto as Schedule C) AND  3. An AML certification or letter certifying that the entity has adequate anti-money laundering policies and procedures in place that are consistent with all applicable anti­money laundering laws and regulations, including the USA PATRIOT Act and OFAC (attached hereto as Schedule D) AND  4. Bank Letter of Reference (a sample Bank Letter of Reference is attached hereto as Schedule E) |
| **All Other Entity Investors** | Copy of:  1. A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing) AND  2. An incumbency certificate attesting to the title of the individual executing this Subscription Agreement on behalf of the Investor (attached hereto as Schedule C) AND  3. Bank Letter of Reference (a sample Bank Letter of Reference is attached hereto as Schedule E) AND  4. If the Investor is a privately held non-U.S. entity, a completed copy of Schedule A listing the name of each person who directly, or indirectly through intermediaries, is the beneficial owner of 10% or more of any voting or non-voting class of equity interests of the Investor AND  5. If the Investor is a non-U.S. trust, a completed copy of Schedule B listing the current beneficiaries of the trust that have, directly or indirectly, 10% or more of any interest in the trust, the settlor of the trust and the trustees. |

**Schedule A**

**BENEFICIAL OWNERSHIP INFORMATION**

**To Be Completed By Entity Investors That Are Privately Held Entities**

**Instructions: Please complete and return this Schedule A and provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 10% or more of any voting or non-voting class of equity interests of the Investor. If the intermediary’s shareholders or partners are not individuals, continue up the chain of ownership listing their 10% or more equity interest holders until individuals are listed. If there are no 10% beneficial owners, please write None.**

|  |  |  |
| --- | --- | --- |
| Full Name | If shareholder or partner  is an Individual,  Insert Name and Address of Principal Employer and Position | Citizenship  (for Individuals) or  Principal Place of  Business (for Entities) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Schedule B**

**TRUST OWNERSHIP INFORMATION**

**To Be Completed By Entity Investors That Are Trusts**

**Instructions: Please complete and return this Schedule B and provide the name of: (i) every current beneficiary that has, directly or indirectly, an interest of 10% or more in the trust; (ii) every person who contributed assets to the trust (settlors or grantors); and (iii) every trustee. If there are intermediaries that are not individuals, continue up the chain of ownership listing their 10% or more equity interest holders until individuals are listed.**

|  |  |  |
| --- | --- | --- |
| Full Name and Address | Status (Beneficiary/Settlor/Trustee) | Citizenship  (for Individuals) or  Principal Place of  Business for Entities) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Schedule C**

**FORM OF INCUMBENCY CERTIFICATE**

The undersigned, being the [*Insert Title*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of [*Insert Name of Entity*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a [*Insert Type of Entity*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ organized under the laws of [*Insert Jurisdiction of Organization*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”), does hereby certify on behalf of the Company that the persons named below are directors and/or officers of the Company and that the signature at the right of said name, respectively, is the genuine signature of said person and that the persons listed below are each an authorized signatory for the Company.

|  |  |  |
| --- | --- | --- |
| Name | Title | Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Name: Print Name of Signatory #1

Title: Print Title of Signatory #1

THE UNDERSIGNED, [*Insert Name of Signatory #2*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a duly authorized [*Insert Name of Signatory #1*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is a duly authorized officer of [*Insert Name of Company*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that the signature set forth above is [*his*][*her*] true and correct signature.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Name: Print Name of Signatory #2

Title: Print Title of Signatory #2

**Schedule D**

**AML CERTIFICATION FORM FOR FUND OF FUNDS OR ENTITIES THAT   
INVEST ON BEHALF OF THIRD PARTIES THAT ARE NOT LOCATED   
IN AN APPROVED FATF COUNTRY**

The undersigned, being the [*Insert Title*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of [*Insert Name of Entity*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a [*Insert Type of Entity*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ organized under the laws of [*Insert Jurisdiction of Organization*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”), does hereby certify on behalf of the Company that it is aware of applicable anti-money laundering laws and regulations, including the requirements of the USA PATRIOT Act of 2001 and the regulations administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (collectively, the “anti-money laundering/OFAC laws”). The Company has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its beneficial owners or underlying investors, as applicable, and their sources of funds. Such policies and procedures are properly enforced and are consistent with the anti-money laundering/OFAC laws such that [COMPANY NAME] (the “Fund”) and [MANAGER] (the “Manager”) may rely on this Certification.

The Company hereby represents and warrants to the Fund that, to the best of its knowledge, the Company’s beneficial holders or underlying investors, as applicable, are not individuals, entities or countries that may subject the Fund to criminal or civil violations of any anti-money laundering/OFAC laws. The Company has read the section entitled “Anti-Money Laundering Representations, Warranties and Covenants of the Investor” in the Fund’s Subscription Agreement. The Company has taken all reasonable steps to ensure that its beneficial holders or underlying investors, as applicable, are able to certify to such representations and warranties. The Company agrees to promptly notify the Fund, the Manager and the Administrator in writing should the Company have any questions relating to any of the investors or become aware of any changes in the representations and warranties set forth in this Certification.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ By:

Name:

Title:

**Schedule E**

**FORM LETTER OF REFERENCE**

[LETTERHEAD OF LOCAL OFFICE OF APPROVED FATF COUNTRY   
MEMBER BANKING INSTITUTION OR BROKERAGE FIRM]

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

[COMPANY NAME]

To whom it may concern:

I, [*Name*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the [*Title*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of [*Name of Institution*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby certify that [*Name of Investor*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has maintained an account at our institution for [*Insert Period*] \_\_\_\_\_\_\_ years and, during this period, nothing has occurred that would give our institution cause to be concerned regarding the integrity of [*Name of Investor*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Do not hesitate to contact me at [*Insert Telephone No.*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_if you have any further questions.

Very truly yours,

Name:

Title:

#### Tax Forms

#### (Attached hereto)

#### Privacy Policy

The Fund recognizes and respects the privacy expectations of each of its investors. Accordingly, the Fund is committed to preserving the security and confidentiality of non-public personal information it obtains about its investors in accordance with the following policies and procedures. Investor information collected by, or on behalf of, the Fund generally comes from the following sources: subscription agreements, investor questionnaires, client information packages, other required forms, correspondence (written, telephonic or electronic between an investor and the Fund or its Affiliates); an investor's transaction and account history; or the Investor's internet web sites.

The Manager may share all of the information it collects as described above with its Affiliates in order to service an investor's account or provide an investor with information about other products and services that may be of interest to the investor.

The Manager may disclose investor information to third parties who are not affiliated with the Fund under certain circumstances, including the following: (1) as authorized by an investor or as required by law, for example to comply with authorized regulatory or law enforcement agencies; (2) as otherwise permitted by law, for example sharing information with service providers who maintain, process or service investor accounts or financial products and services offered by or through the Fund, or effect, administer or enforce investor transactions, including sharing information with a person acting in a representative or fiduciary capacity on behalf of an investor; and (3) in connection with an investment by the Fund in which an investor is a member, the investor's identity as a Member of the Fund and the percentage in interest of the Fund held by the investor at any time.

The Manager limits access to non-public personal information about an investor to those of the Manager's employees and agents on a need-to-know basis to enable the Manager to provide its services to an investor. The Manager maintains physical, electronic and procedural safeguards to guard non-public personal information about its investors.

The Manager will adhere to these policies and practices whether an investor is a current or former investor of the Fund.

1. \* For these purposes, the term "investments" is defined in rule 2a51-1(b) under the Investment Company Act of 1940 (17 CFR 270.2a51-1(b))

   *Note: In determining whether the $5 million or $25 million thresholds are met, investments can be valued at cost or fair market value as of a recent date. If investments have been acquired with indebtedness, the amount of the indebtedness must be deducted in determining whether the threshold has been met*.

   \*\* For purposes of calculating a natural person's net worth: (i) the person's primary residence must not be included as an asset; (ii) indebtedness secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time the Subscription Agreement is entered into may not be included as a liability (except that if the amount of such indebtedness outstanding at the time of calculation exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess must be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the residence must be included as a liability. [↑](#footnote-ref-1)
2. As of the date hereof, countries that are approved members of the Financial Action Task Force on Money Laundering (each, an "Approved FATF Country") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, China, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, India, Ireland, Italy, Japan, Republic of Korea, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Russian Federation, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States. A current list of Approved FATF Countries can be found at the FATF website at www.fatf-gafi.org. [↑](#footnote-ref-2)