

**SUBSCRIPTION DOCUMENTS**

CONFIDENTIAL

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**FLOWPOINT CAPITAL PARTNERS FUND LP**

**July 2020**

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*General Partner*  
FlowPoint Capital Partners, LP

*Administrator*  
SS&C Technologies, Inc.

**FLOWPOINT CAPITAL PARTNERS FUND LP**

**SUBSCRIPTION DOCUMENTS**

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## FLOWPOINT CAPITAL PARTNERS FUND LP

### SUBSCRIPTION INSTRUCTIONS

The following steps must be taken in connection with a subscription to purchase a limited partnership interest in FlowPoint Capital Partners Fund LP (the “Partnership”) in accordance with the terms and conditions of the attached Subscription Agreement. Additional information regarding these Subscription Documents and the subscription process is set out below. Subscribers must complete all relevant sections of this Subscription Agreement (including all Appendices and attachments thereto, as described below) and deliver these to the Partnership’s general partner, FlowPoint Capital Partners, LP, (the “General Partner”), prior to the relevant date for which the Partnership is accepting subscriptions, and in accordance with the instructions set forth below. Failure to do so may result in delay of acceptance of a Subscriber’s subscription until a properly completed Subscription Agreement has been received, processed and approved. Terms used but not defined herein have the meanings given to them in the Confidential Offering Memorandum of the Partnership.

1. **Complete Subscription Documents.** A Subscriber must complete the Subscription Documents, which consist of the following documents:
  - (a) **Subscription Agreement:** All Subscribers must complete, date and sign the signature page to the Subscription Agreement attached hereto. Please be sure to specify the subscription amount and Series of Interests on Page 1. **Note:** Subscriptions by individual retirement accounts (IRAs) require the signature of a qualified IRA custodian or trustee.
  - (b) **Investor Profile Form:** All Subscribers must complete the Investor Profile Form included in the Subscription Agreement and provide all requested information and documentation, as applicable.
  - (c) **Investor Questionnaire:** All Subscribers must complete the Investor Questionnaire attached as Appendix A hereto and provide all requested information and documentation, as applicable. In addition, all Subscribers (including Subscribers that are not “Benefit Plan Investors”) must complete Section 6 of the Investor Questionnaire entitled “*ERISA and Other Benefit Plan Investors*” and provide all requested information and documentation, as applicable.
  - (d) **Anti-Money Laundering Supplement:** All Subscribers must complete the Anti-Money Laundering Supplement attached as Appendix B hereto and provide all requested information and documentation, as applicable.
  - (e) All Subscribers must execute and have notarized a copy of the signature page to the Limited Partnership Agreement of the Partnership.
  - (f) All Subscribers must also send a completed Form W-9 to the General Partner. Subscribers may obtain a copy of Form W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
2. **Deliver Subscription Documents.** Subscribers must deliver the completed Subscription Documents to the General Partner at:

FlowPoint Capital Partners Fund LP  
c/o FlowPoint Capital Partners, LP  
280 Summer Street, M1  
Boston, MA 02210  
Attention: Peter DeCaprio

and send a copy to the Partnership’s administrator, SS&C Technologies, Inc. (the “Administrator”) at:

FlowPoint Capital Partners Master Fund, L.P.  
GlobeOp Financial Services LLC  
One South Road  
Harrison, NY 10528

Or via facsimile at +1 (914) 729 9500 or by email at [ISTradedesk@sscinc.com](mailto:ISTradedesk@sscinc.com).

Subscription Documents should be delivered to the General Partner and the Administrator as soon as possible and no later than two (2) business days prior to the first day of the month (the “Subscription Date”) to ensure sufficient time for the Administrator, to process the Subscription Documents to meet the Subscription Date deadline.

The Administrator will use its reasonable efforts to acknowledge in writing all subscription requests which are received in good order. A Subscriber failing to receive such written acknowledgement from the Administrator within five (5) business days should contact the Administrator to obtain the same.

3. **Pay Subscription Amount.** Subscribers must send by wire transfer the amount in U.S. Dollars specified in the Subscription Agreement pursuant to the instructions below. **Please instruct your bank to debit your account separately for any wire transfer fees.**

Bank Name	Boston Private Bank
Address:	10 PO Square Boston, MA 02109
Swift Code	
ABA Number	011002343
CHIPS ABA	
Account Number	943527724
Title of Account	FlowPoint Capital Partners Master Fund LP
Reference	<i>Name of Investor</i>

### IMPORTANT

- (a) Please have the wiring bank identify the name of the prospective investor on the wire transfer. We recommend that the wiring bank charge its wiring fees separately so that the amount you have elected to invest may be invested.
- (b) In order to comply with anti-money laundering regulations applicable to the Partnership and the Administrator, the Subscriber may be required to have the financial institution responsible for remitting subscription monies on behalf of the Subscriber, complete and send the letter contained in Schedule A on Page 63 to the Administrator.

- (c) The Subscriber must make full payment in the amount of its subscription in accordance with the payment instructions above in time sufficient to be received in the Partnership's subscription account. Subscription amounts should be paid as soon as possible and no later than 5:00 p.m. (New York time) two (2) business days prior to the relevant Subscription Date.

**(Please note that the source of the funds should be in the name of the Subscriber)**

- 4. Also included with these Subscription Documents is a copy of the Partnership's Privacy Notice, which the Subscriber should read and keep for his or her records and a form of Request For Additional Subscription, which can be used to increase the Subscriber's interest in the Partnership.

**SUBSCRIPTION AGREEMENT**

Name of Subscriber: \_\_\_\_\_

FlowPoint Capital Partners Fund LP  
c/o GlobeOp Financial Services LLC  
One South Road  
Harrison, New York 10528, U.S.A.  
Attention: Investor Services  
Facsimile: (914) 729-9500  
Email: ISTRadedesk@sscinc.com

Dear Sir/Madam:

1. The undersigned subscriber (the “Subscriber”) hereby irrevocably subscribes, subject to the acceptance thereof by FlowPoint Capital Partners, LP (the “General Partner”), the general partner of FlowPoint Capital Partners Fund LP, a Delaware limited partnership (the “Partnership”), for a limited partnership interest (an “Interest”) pursuant to the terms set forth in this Subscription Agreement, the Partnership’s Confidential Offering Memorandum, and corresponding supplement relating to limited partnership interests (the “Interests”), as each may be revised and further supplemented from time to time (together, the “Memorandum”), and the Partnership’s Limited Partnership Agreement, and corresponding schedule relating to Interests, as each may be amended and restated from time to time (together, the “Partnership Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Memorandum

Amount of Subscription (the “Subscription Amount”)	USD \$ _____
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Each Subscriber must carefully read and review the terms and conditions set forth in the Memorandum, including, without limitation, the rights and obligations with respect to each Series of Interest before subscribing for any such Series of Interest.

**Note:** This Subscription Agreement contains representations upon which the Partnership, the General Partner, the administrator of the Partnership (the “Administrator”), and the Partnership’s other advisors will rely in determining the eligibility of prospective investors to subscribe for an Interest. In the case of joint Subscribers or signatories, each such Subscriber or signatory is deemed to make each statement and representation contained herein.

2. (a) The Subscriber acknowledges that payment in cleared funds (net of handling charges and fees) equal to the Subscription Amount should be received by the Partnership no later than 5:00 p.m. (New York time) on the second (2nd) business day prior to the relevant date for which the Partnership is accepting subscriptions (or at such other times as the Partnership, in its discretion, may allow). The Subscription Amount does not include an amount for any transfer taxes or any other form of tax. Any such

taxes shall be paid by the Subscriber. The Subscriber agrees that the offer to subscribe is not binding on the Partnership until it is accepted by the General Partner on behalf of the Partnership. The General Partner may reject the offer to subscribe in whole or in part in its discretion for any reason whatsoever. The Subscriber agrees that unless and until its offer to subscribe is rejected by the Partnership, the Subscriber shall not be entitled to cancel, terminate, or revoke its offer to subscribe. If the Partnership rejects the offer to subscribe, this Subscription Agreement and all related documents executed by the Subscriber in connection with it may be retained by the Partnership.

(b) As the Partnership invests all or substantially of its assets in FlowPoint Capital Partners Master Fund, L.P., a British Virgin Islands limited partnership (the “Master Fund”), all references to the Partnership in paragraphs 2(b) and (c) are deemed, to the extent applicable, to include the Master Fund and the Subscriber’s indirect investment therein. In order to avoid non-compliance with the British Virgin Islands Securities and Investment Business Act, 2010, as amended (“SIBA”), the initial investment in the Partnership by any person or entity (who is not an exempted investor as specified in the British Virgin Islands Mutual Funds Regulations, 2010 (the “Mutual Funds Regulations”) must not be less than \$100,000 or any sum as may be prescribed from time to time in the Mutual Funds Regulations. The Partnership shall refuse a subscription for less than \$100,000 if the Partnership determines that acceptance may result in a breach of the foregoing.

(c) The Subscriber hereby declares that in subscribing for Interests in the Partnership, it is a Professional Investor, in that (*please check one*):

my/our ordinary business involves, whether for my/our account or the account(s) of (an)other(s), the acquisition or disposal of property of the same kind as the property, or a substantial part of the property which is (or will be) owned by the Partnership, as detailed in the Memorandum; and/or

my/our net worth (in the case of a natural person, either individually or jointly with my spouse) exceeds one million dollars in United States currency (\$1,000,000 (U.S.)) or its equivalent in any other lawfully recognised currency, and I/we consent to being treated as such a Professional Investor for the purposes of investment in the Partnership.

(d) Investment Warning Acknowledgement (*please tick box*)

The Subscriber confirms that it has received, understood and accepted the Investment Warning contained in the Master Fund’s Confidential Offering Memorandum.

3. The Subscriber (including each individual beneficial owner thereof if the Subscriber is other than an individual) either previously made its background fully known to the Partnership or is well known by the financial institution making the subscription on the Subscriber’s behalf, and the Subscriber shall remain fully in compliance with all legal requirements applicable to its subscription.

4. The Subscriber agrees that any Interest purchased pursuant hereto will be held subject to the terms and conditions of the Partnership Agreement. The Subscriber acknowledges that it has received a copy of the Partnership Agreement.

5. The Subscriber acknowledges that it may not transfer its Interest except with the prior written consent of the General Partner as provided in the Partnership Agreement. The Subscriber also agrees to notify the Partnership, at the address given above, if the Subscriber changes its citizenship or residence, and the Subscriber understands that its Interest may be compulsorily withdrawn by the Partnership at any time upon five (5) days’ written notice to the Subscriber.

6. The Subscriber understands that changes may have occurred in the Partnership subsequent to the date of the Memorandum.

7. The Subscriber acknowledges that the subscription for an Interest set forth herein may be reduced or rejected by the Partnership for any reason or no reason and that the Subscriber shall not be eligible to claim any loss or damage suffered by such Subscriber resulting directly or indirectly from such reduction or rejection. The Subscriber acknowledges that the Partnership, the General Partner and the Administrator shall be held harmless and indemnified against any loss arising from or in connection with a delay or failure to process this Subscription Agreement if any information required by such parties has not been provided by the Subscriber. Interest (if any) earned in any subscription account used by the Partnership to receive subscription monies, shall be retained by the Partnership as interest income.

8. The Subscriber acknowledges that the summary of the Partnership Agreement, Investment Management Agreement and the agreement with the Administrator set forth in the Memorandum does not purport to be and should not be construed as a complete description of such documents, copies of which will be furnished on request made to the General Partner at its principal place of business. All such materials are available at the office of the Partnership at any reasonable hour after reasonable prior notice.

9. ERISA and Other Benefit Plan Investor Subscriber Representations.

(a) Unless Appendix A attached hereto has been completed by the Subscriber, the Subscriber represents and warrants that it is not a “Benefit Plan Investor,” as defined below. If it is not a Benefit Plan Investor on the date this Subscription Agreement is signed, the Subscriber has indicated as much on Appendix A and agrees to notify the Partnership in writing a reasonable time in advance if it anticipates becoming a Benefit Plan Investor at any time while it continues to hold an Interest in the Partnership, and to provide the information concerning its Benefit Plan Investor status required in Appendix A. If the Subscriber is an entity that is a Benefit Plan Investor, it has indicated in Appendix A the percentage of its equity interests that are held by Benefit Plan Investors, and will notify the Partnership in writing a reasonable time in advance of any change in that percentage. “Benefit Plan Investor” is defined in Section 3(42) of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA (together, the “Plan Asset Rules”). Under the Plan Asset Rules, a Benefit Plan Investor is: (i) an employee benefit plan which is subject to Part 4 of Subtitle B of Title I of ERISA, such as a U.S. private sector employee pension or welfare benefit plan, including a union-sponsored or “Taft-Hartley” plan (an “ERISA Plan”); (ii) a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), such as a “Keogh” plan covering only partners or other self-employed individuals or an individual retirement account or “IRA” (a “Qualified Plan”); and (iii) an entity which is deemed to hold “plan assets” of any ERISA Plan or Qualified Plan pursuant to the Plan Asset Rules as a result of investment by ERISA Plans and/or Qualified Plans in the entity. In general, a foreign or U.S. entity which is a passive investment vehicle, is not publicly traded or registered as an investment company under the Investment Company Act of 1940, as amended (the “1940 Act”), and in which twenty-five percent (25%) or more (or any higher percentage as may be prescribed by the Plan Asset Rules) of the value of any class of equity interests is held by Benefit Plan Investors, is deemed to hold “plan assets” under the Plan Asset Rules. For purposes of determining whether the percentage threshold has been met or exceeded, the value of any equity interests held by a person (other than a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the entity, or who provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of such a person, is disregarded. In addition, certain other entities, such as insurance company separate accounts and bank collective investment trust funds, are considered to hold plan assets if any of their equity interests are held by Benefit Plan Investors.

(b) If the Subscriber is an insurance company and is investing the assets of its general account (or the assets of any wholly-owned subsidiary of its general account) in the Partnership, it has indicated in Appendix A whether its assets include “plan assets” under ERISA, and the percentage of its assets that constitute “plan assets.” The Subscriber will promptly notify the Partnership in writing if that percentage changes.

10. Anti-Money Laundering Representations.

(a) The Subscriber hereby acknowledges that the Partnership seeks to comply with all applicable laws and regulations concerning anti-money laundering and terrorist financing or other related activities. The Subscriber represents that the amounts it contributes to the Partnership are not and will not be directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations, and that acceptance by the Partnership of such funds will not breach any such laws or regulations. Federal regulations and Executive Orders administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals (the lists of OFAC prohibited countries, territories, persons and entities can be found at <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>). In addition, the programs administered by OFAC (the “OFAC Programs”) prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

(b) The Subscriber hereby represents and warrants that none of (i) the Subscriber, (ii) any person controlling or controlled by the Subscriber, (iii) if the Subscriber is a privately held entity (including a corporation, limited liability company, trust or partnership), to the best of the Subscriber’s knowledge after conducting due diligence, any person having a beneficial interest in the Subscriber, or (iv) to the best of the Subscriber’s knowledge after conducting due diligence, any person for whom the Subscriber is acting as agent or nominee in connection with this investment is (x) a country, territory, individual or entity named on an OFAC list (or such other applicable lists), or is a person or entity prohibited under the OFAC Programs (or such other applicable programs), or resident in, organized or chartered under the laws of a jurisdiction that has been designated by the Secretary of the U.S. Treasury Department under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns, or (y) is a senior foreign political figure,<sup>1</sup> any immediate family member<sup>2</sup> or close associate<sup>3</sup> of a senior foreign political figure as such terms are defined in the footnotes below. To the extent that the Partnership and/or the Administrator request evidence of the Subscriber’s identity, the Subscriber agrees to provide such evidence and will represent and warrant that the information provided is genuine and all related information provided is accurate. The Subscriber acknowledges that due to anti-money laundering requirements operating within their respective jurisdictions, the Administrator and the Partnership (as the case may be) may require, and reserve the right to request, further identification of the Subscriber before an application or withdrawal request can be processed, and the Administrator, the General Partner and the

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<sup>1</sup> A “senior foreign political figure” is defined as a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned commercial enterprise. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. Senior executives are individuals with substantial authority over policy, operations or the use of government-owned resources.

<sup>2</sup> “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

<sup>3</sup> A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

Partnership shall be held harmless and indemnified against any loss arising as a result of a failure to process the application or withdrawal request if such information as has been required by the parties referred to has not been provided by the Subscriber. The Subscriber understands that the information provided herein will be relied upon by the Partnership and the Administrator for the purpose of determining the eligibility of the Subscriber to purchase and hold an Interest. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Subscriber to purchase an Interest. The Subscriber hereby waives any right of legal action in the event of any loss suffered as a result of any refusal by the Partnership or the Administrator to process a subscription, transfer or withdrawal of an Interest pending receipt of any requested verifications of identity or other information in connection therewith.

(c) If the Subscriber is investing for its own account, the Subscriber represents and warrants that: (i) he/she/it is not acting as agent, representative, intermediary/nominee or in any similar capacity for any other individual or entity, (ii) no other individual or entity will have a beneficial or economic interest in the Interest for which the Subscriber hereby subscribes, and (iii) the amounts contributed to the Partnership by the Subscriber originated directly from a bank or brokerage account in the name of the Subscriber. If the Subscriber is an intermediary investing in its own name on behalf of other subscribers, the Subscriber represents and warrants that: (i) he/she/it is subscribing for the Interest as a record owner in its capacity as an agent, representative or nominee on behalf of one or more subscribers (the “Underlying Subscribers”) and agrees that the representations, warranties and covenants made herein are made by it on behalf of itself and the Underlying Subscribers, (ii) the amounts contributed to the Partnership with respect to the Underlying Subscribers originated directly from a bank or brokerage account in the name of the Underlying Subscribers, (iii) he/she/it has all requisite power and authority from the Underlying Subscribers to execute and perform the obligations undertaken herein, (iv) he/she/it has carried out agreed identification procedures with regard to all Underlying Subscribers, and (v) he/she/it has established the identity of all Underlying Subscribers, holds evidence of such identities and will make such information available to the Partnership upon request. The Subscriber acknowledges that additional investments by the Subscriber may be refused and/or a request for withdrawal may be delayed or declined if the Partnership reasonably believes it does not have satisfactory evidence of the Underlying Subscribers’ and the Subscriber’s identity.

(d) If the Subscriber is a non-U.S. banking institution (a “Foreign Bank”) or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Partnership that (i) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, (ii) the Foreign Bank employs one or more individuals on a full-time basis, (iii) the Foreign Bank maintains operating records related to its banking activities, (iv) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities, and (v) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

(e) The Subscriber acknowledges that if any of the foregoing representations, warranties or covenants ceases to be true or if the Partnership, General Partner or Administrator no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Partnership may be required to freeze the Subscriber’s Interest in the Partnership, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber’s investment may immediately be involuntarily withdrawn by the Partnership. In the event that the Partnership is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Partnership, the General Partner or the Administrator or any of their

respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

(f) The Subscriber agrees that all or any funds payable to the Subscriber (including withdrawal proceeds) may be wire transferred to the Subscriber in accordance with the following instructions (which is the same account from which the Subscriber’s contribution was first remitted, unless the Partnership agrees otherwise), until further written notice signed by one or more of the individuals authorized to act on behalf of the Subscriber is sent to the Administrator. The Subscriber’s bank account information, including the bank account number must be identical to the bank account information from which the Subscriber’s investment in the Partnership was remitted. If for any reason the bank account information on the wire transfer and the bank account information below do not match, the Subscriber must have its bank complete and send the letter contained in Schedule A to the Administrator.

**Please provide full details (BLOCK CAPITALS)**

<b>Account Details</b>	N/A
Account Name	
Bank Account Number	
IBAN Number	
<b>Bank Details</b>	
Bank Name	
Bank Address	
Bank Country	
ABA or CHIPS Number	
SWIFT Code	
<b>Intermediary Bank Details</b>	
<i>Intermediary Bank 1 (if any)</i>	
Intermediary Bank Name	
Intermediary Bank SWIFT Code	
FFC Account Name	
FFC Account Number	
<i>Intermediary Bank 2 (if any)</i>	
Intermediary Bank Name	
FFC Account Name	
FFC Account Number	
Additional Reference	

Please note that a full Bank Address and Bank Country must be supplied.

(g) The Subscriber understands that the General Partner or the Administrator may release confidential information about the Subscriber and, if applicable, any underlying beneficial owners, to proper authorities if required by law or if the General Partner and/or the Administrator, in their discretion, determine that it is in the best interests of the Partnership in light of relevant rules and regulations under the laws set forth above.

(h) If the Subscriber is a financial institution (as defined under the USA PATRIOT Act), the Subscriber represents that it has an appropriate anti-money laundering program that complies with all applicable laws, rules and regulations and has obtained appropriate background information regarding all of the officers, managers, directors, trustees and beneficial owners of the Subscriber.

(i) The Subscriber acknowledges and understands that if the Partnership (which includes the Master Fund) or any functionary which is subject to the jurisdiction of the British Virgin Islands Financial Services Commission has a suspicion or belief that a payment to the Fund (by way of subscription or otherwise) is derived from or represents the proceeds of criminal conduct, that person is compelled under applicable legislation to report such suspicion to the British Virgin Islands Financial Investigation Agency under the Financial Investigation Agency Act, 2004.

#### 11. Additional Representations and Covenants of the Subscriber.

(a) The Subscriber has received, carefully read and understands the Memorandum (which outlines, among other things, the organization and investment objectives and policies of the Partnership and some of the risks and expenses associated with an investment in the Partnership), the Partnership Agreement and this Subscription Agreement. The Subscriber acknowledges that in making a decision to subscribe for an Interest, the Subscriber has relied solely upon the Partnership Agreement and the Memorandum and independent investigations made by the Subscriber. The Subscriber is not relying on the Partnership, the General Partner or any other person or entity with respect to the legal, tax and other economic considerations involved in this investment other than the Subscriber's own advisers. The Subscriber has carefully read this Subscription Agreement and, to the extent he, she or it believes necessary, has discussed with counsel the representations, warranties and agreements that the Subscriber is making herein. The Subscriber understands that Morgan, Lewis & Bockius LLP acts as counsel only to the Partnership, the General Partner and their respective affiliates, and does not represent the Subscriber or any other person by reason of such person's investment in the Partnership. The Subscriber's investment in the Partnership is consistent with the investment purposes and objectives and cash flow requirements of the Subscriber and will not adversely affect the Subscriber's overall need for diversification and liquidity.

(b) The Subscriber acknowledges that it is not subscribing for an Interest pursuant hereto as a result of or subsequent to (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio, or (ii) any seminar or meeting whose attendees, including the Subscriber, had been invited as a result of, subsequent to, or pursuant to any of the foregoing.

(c) The Subscriber has been provided an opportunity to (i) ask questions of and receive answers from the General Partner concerning the terms and conditions of this Subscription Agreement and the Partnership Agreement and the business of the Partnership and (ii) obtain any additional information concerning the offering, the Partnership and any related material to the extent the Partnership or the General Partner possesses such information or can acquire it without unreasonable effort or expense. None of the Partnership, the General Partner, the Administrator nor anyone on their behalf has made any representations (whether written or oral) to the Subscriber (i) regarding the future performance of the Partnership or (ii)

that the past performance of the Partnership, the General Partner or their affiliates will in any way predict the results of the Partnership's activities.

(d) The Subscriber has all requisite power, authority and capacity to acquire and hold an Interest and to execute, deliver and comply with the terms of each of the instruments required to be executed and delivered by the Subscriber in connection with the Subscriber's subscription for the Interest, including this Subscription Agreement and the Partnership Agreement, and such execution, delivery and compliance does not conflict with, or constitute a default under, any instruments governing the Subscriber, any law, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber may be bound. If the Subscriber is an individual, he or she is of legal age to purchase an Interest and to enter into this Subscription Agreement. If the Subscriber is an entity, the person executing and delivering each of such instruments on behalf of the Subscriber has all requisite power, authority and capacity to execute and deliver such instruments, and, upon request by the Partnership, the General Partner or the Administrator, will furnish to the Partnership a true and correct copy of any instruments governing the Subscriber, including all amendments thereto.

(e) The Subscriber acknowledges and understands that the Interest has not been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction, nor is any such registration contemplated. The Subscriber understands and agrees further that the Interest must be held indefinitely, subject to the limited rights of the Subscriber to withdraw its Interest as described in the Memorandum, unless such Interest is subsequently registered under the Securities Act or an exemption from registration under the Securities Act covering the sale of the Interest is available. Even if such an exemption is available, the assignability and transferability of the Interest will be governed by the Partnership Agreement, which imposes substantial restrictions on transfer. The Subscriber further acknowledges that its overall commitment to the Partnership and other investments that are not readily marketable is not disproportionate to the Subscriber's net worth and the Subscriber has no need for immediate liquidity of the Subscriber's investment in the Partnership. The Subscriber understands that the Partnership may effect a compulsory withdrawal of all or any portion of the Subscriber's Interest at any time upon five (5) days' written notice to the Subscriber.

(f) The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisors as to the financial, tax, legal and related matters concerning an investment in the Partnership and, on that basis, believes that an investment in the Partnership is suitable and appropriate for the Subscriber.

(g) The Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of the Subscriber's investment in the Partnership and is able to bear such risks, and has obtained, in the Subscriber's judgment, sufficient information from the Partnership or its authorized representatives to evaluate the merits and risks of such investment. The Subscriber has evaluated the risks of investing in the Partnership and has determined that the Partnership is a suitable investment for the Subscriber. The Subscriber has not utilized any other person as a purchaser representative in connection with evaluating such merits and risks.

(h) The Subscriber can afford a complete loss of the investment in the Partnership, can afford to hold an Interest for an indefinite period of time, and acknowledges that distributions, including, without limitation, the proceeds of withdrawals, may be paid in cash or in kind. The Subscriber is acquiring the Interest purchased pursuant hereto for its own account, for investment purposes only and not with a view to distribute or resell such Interest in whole or in part.

(i) The Subscriber acknowledges and is aware of the following: (i) the Partnership was recently formed and has a limited financial and operating history; (ii) the speculative nature and the degree of risk involved in the Partnership's proposed investment activities, as described under the caption "Certain Risk Factors" in the Memorandum; (iii) the nature of compensation to be paid to the General Partner; (iv) the General Partner has authority to use brokerage commissions or "soft dollars" to obtain certain research and brokerage products and services (including Bloomberg, risk management services and order management systems) as described in the Memorandum; (v) the Partnership may utilize leverage as part of its investment strategy; (vi) there are certain actual and potential conflicts of interest that should be considered by the Subscriber before subscribing for an Interest; (vii) execution prices for securities purchased or sold on any business day on behalf of multiple accounts managed by the General Partner and/or any of its affiliates may be averaged; (viii) the tax effects that may be expected by the Partnership are not susceptible to precise prediction, and future legislation, future rulings of the Internal Revenue Service and court decisions may have an adverse effect on one or more of the tax elections made by the Partnership; and (ix) valuations for certain purposes under the Partnership Agreement may be unaudited and/or estimated and the General Partner has certain rights with respect to valuing securities.

(j) The Subscriber acknowledges and is aware that the Partnership intends to be exempt from registration as an investment company pursuant to an exception from the definition of investment company provided in Section 3(c)(1) of the 1940 Act.

(k) The Subscriber acknowledges that the General Partner is not currently registered as an investment adviser with the Securities and Exchange Commission (the "SEC") under the Investment Advisers Act of 1940, as amended (the "Advisers Act").

(l) The Subscriber acknowledges and is aware that: (i) the Partnership may invest in futures and related options; (ii) the General Partner has claimed an exemption from registration with the Commodity Futures Trading Commission (the "CFTC") as a commodity pool operator pursuant to Rule 4.13(a)(3) of the Commodity Exchange Act, as amended (the "CEA"); (iii) unlike a registered commodity pool operator, the General Partner is not required to deliver a disclosure document and a certified annual report to limited partners; and (iv) the General Partner has claimed an exemption from registration with the CFTC as a commodity trading advisor pursuant to Rule 4.14(a)(8) under the CEA. The General Partner may decide, in its discretion, or as otherwise required by applicable law or regulation, to register with the CFTC in the future.

(m) (i) The Subscriber understands, acknowledges and agrees that pursuant to (A) Sections 1471 through 1474 of the Code, (or any amended or successor version) and any current or future regulations promulgated under such Sections or any official interpretations thereof ("FATCA"), or (C) agreement with the U.S. Treasury Department entered into by the Partnership (the "FATCA Agreements"), the Partnership may be required to obtain from Subscriber certain identifying information, including, without limitation, name and address, and documentation, about Subscriber and Subscriber's direct and indirect owners, and whether Subscriber or any such owner is a U.S. person or entity, and other tax-related information and documentation (collectively, the "FATCA Information").

(ii) The Subscriber (A) agrees to promptly deliver all FATCA Information upon request by the Partnership, the General Partner or the Administrator and to certify such information in such form as may be required, and (B) understands, acknowledges and agrees that the FATCA Information may be disclosed to the Internal Revenue Service (the "IRS") and other governmental tax authorities by the Partnership, the General Partner or the Administrator.

(iii) The Subscriber understands, acknowledges and agrees that (A) the Partnership reserves the right to compulsorily withdraw all of the Subscriber's Interest if the Subscriber

does not promptly provide the FATCA Information as required in this Section 11(m), and (B) if the Partnership becomes subject to a withholding tax, or are required to withhold from payments due to the Subscriber, because the Subscriber has not provided the FATCA Information, the Partnership reserves the right to cause the Subscriber to bear the economic burden of such withholding tax, whether by withdrawing some or all of the Subscriber's Interest or otherwise.

(iv) The Subscriber further agrees to notify the Partnership, the General Partner and the Administrator immediately of any change in any of the FATCA Information previously provided to the Partnership, the General Partner or the Administrator. In the event of any change in the applicable status of Subscriber for purposes of FATCA or the FATCA Agreements, the Subscriber hereby agrees to promptly inform the Partnership, the General Partner and the Administrator thereof and execute and deliver any applicable new IRS Forms or other tax-related documentation and information as necessary for the Partnership to comply with their obligations under FATCA or any FATCA Agreement.

(n) The Subscriber represents and warrants that it has not been subject to any disqualifying events, as defined under Rule 506(d) of Regulation D under the Securities Act (a "Disqualifying Event"), or any proceeding or event that could result in a Disqualifying Event that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the Partnership's use of the Rule 506 safe harbor. The Subscriber agrees to notify the General Partner promptly in writing if, subsequent to the date hereof, the Subscriber experiences or becomes subject to a Disqualifying Event. The Subscriber further represents and warrants that, unless it notifies the General Partner otherwise in writing, the Subscriber is not acting as part of a group (as such term is defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) with any other individuals or entities (including any existing or prospective limited partner of the Partnership) for the purpose of acquiring or holding the Interest. If the Subscriber's Interest constitutes (or the Interests held in the aggregate by any group of which the Subscriber is a part constitute), or may at any time in the future constitute, twenty percent (20%) or more in interest of the Partnership's voting securities, as determined by the General Partner, the Subscriber agrees to complete a separate questionnaire regarding any Disqualifying Events (a "Bad Actor Questionnaire"). Such Bad Actor Questionnaire and the information and representations otherwise provided hereunder shall form a part of and be incorporated in this Subscription Agreement and shall be subject to, among other things, the indemnification provisions and the duty to update information contained in this Subscription Agreement.

12. The Subscriber acknowledges that it understands the meaning and legal consequences of the representations and warranties contained in this Subscription Agreement. The Subscriber agrees to indemnify and hold harmless the Partnership, the General Partner, the Administrator and each of their respective affiliates, partners, employees, members, principals and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing (within the meaning of Section 15 of the Securities Act) from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon (a) any inaccurate representation or warranty made by the Subscriber, or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber in this Subscription Agreement or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction, or (b) any action for securities law violations instituted by the Subscriber that is finally resolved by judgment against the Subscriber.

13. The Subscriber acknowledges that it may receive or have access to confidential proprietary information concerning the Partnership including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets information disclosed in investment letters and the like (collectively, "Confidential Information"), which is proprietary in nature and

non-public. The Subscriber agrees that it shall not disclose or cause to be disclosed any Confidential Information to any person or use any Confidential Information for its own purposes or its own account, except (a) in connection with its investment in the Partnership, (b) as otherwise agreed to by the General Partner, or (c) as otherwise required by any regulatory authority, law or regulation, or by legal process. Furthermore, the Subscriber has not reproduced, duplicated or delivered the Memorandum, the Partnership Agreement or this Subscription Agreement to any other person, except professional advisers to the Subscriber or as instructed by the Partnership. Notwithstanding the foregoing, the Subscriber may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the Partnership and all materials of any kind (including opinions or other tax analyses) that are provided in connection with this Subscription Agreement to the Subscriber relating to such tax treatment or tax structure. For the avoidance of doubt, any disclosure of Confidential Information by any Limited Partner, or any affiliate of a Limited Partner, whether directly or indirectly, to any media organization, website or any other public domain is strictly prohibited. This Section 13 shall survive the termination of this Subscription Agreement and the withdrawal of the Subscriber.

14. 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 that 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.

15. The Partnership and/or the Administrator may request from the Subscriber such additional information as either may deem necessary to evaluate the eligibility of the Subscriber to acquire an Interest and may request from time to time such information as either may deem necessary to determine the eligibility of the Subscriber to hold an Interest, to enable either to determine the Partnership's compliance with applicable regulatory requirements or tax status, and the Subscriber shall provide such information as may reasonably be requested. The Subscriber represents and warrants that all of the representations and warranties and other information set forth in this Subscription Agreement (and in all appendices and exhibits hereto, which are incorporated in this Subscription Agreement by reference) are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of the Subscription Amount and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to acceptance of this Subscription Agreement, the Subscriber shall give written notice of such fact to the Partnership specifying which representations and warranties are not true and accurate and the reasons therefor. The Subscriber agrees to notify the Partnership promptly if there is any change with respect to any of the foregoing information or representations and warranties and to provide the Partnership with such further information as the Partnership may reasonably require, provided that such notification shall not relieve the Subscriber of any liability hereunder. In addition, the Subscriber agrees that at any time in the future at which the Subscriber may acquire additional Interests, the Subscriber shall be deemed to have reaffirmed, as of the date of such acquisition of additional Interests, each and every representation and warranty made by the Subscriber in this Subscription Agreement or any other instrument provided by the Subscriber to the Partnership in connection therewith, except to the extent modified in writing by the Subscriber and consented to by the Partnership.

16. The Administrator, the Partnership, and the General Partner are each hereby authorized and instructed to accept and execute any instructions in respect of the Interest to which this Subscription Agreement relates given by the Subscriber in written form or by facsimile or in electronic form, such as email. If instructions are given by the Subscriber by facsimile or electronically, the Subscriber undertakes to send the original letter of instructions to the Administrator and the Subscriber agrees to keep each of them and the General Partner indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile or electronic instructions. The Administrator, the Partnership, and the General Partner may rely conclusively upon and shall incur no liability in respect of

any action taken upon any notice, consent, request, instructions or other instrument (whether delivered in written form or in electronic form such as email) believed in good faith to be genuine or to be signed by properly authorized persons.

17. The Subscription Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to its conflicts of law rules, notwithstanding the place where this Subscription Agreement may be executed by any party. This Subscription Agreement (a) shall be binding upon the Subscriber and its heirs, legal representatives, successors, and permitted assigns and shall inure to the benefit of the Partnership and its successors and assigns, (b) shall survive the admission of the Subscriber as a limited partner to the Partnership, (c) shall, if the Subscriber consists of more than one person, be the joint and several obligation of each of such persons, and (d) including the appendices and exhibits hereto, constitute the entire arrangement and understanding between the parties hereto regarding their subject matter. This Subscription Agreement supersedes any prior or contemporaneous agreements, arrangements and understandings, written or oral, between the parties regarding the same. This Subscription Agreement may be amended only in writing, executed by the Subscriber and the Partnership.

18. The Subscriber hereby irrevocably agrees that any suit, action or proceeding with respect to this Subscription Agreement or the Partnership and any or all transactions relating hereto and thereto may be brought in the courts of the State of Delaware. The Subscriber hereby irrevocably submits to the jurisdiction of such courts with respect to any such suit, action or proceeding and agrees and consents that service of process as provided by Delaware law may be made upon the Subscriber in any such suit, action or proceeding brought in any of said courts, and may not claim that any such suit, action or proceeding has been brought in an inconvenient forum. The Subscriber hereby further irrevocably consents to the service of process *out of* any of the aforesaid courts, in any such suit, action or proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to the Subscriber at the address of the Subscriber then appearing on the records of the Partnership. Nothing contained herein shall affect the right of the Partnership to commence any action, suit or proceeding or otherwise to proceed against the Subscriber in any other jurisdiction or to serve process upon the Subscriber in any manner permitted by any applicable law in any relevant jurisdiction.

19. The Subscriber recognizes that non-public information concerning the Subscriber set forth in this Subscription Agreement or otherwise disclosed by the Subscriber to the Partnership or agents of the Partnership, such as the Subscriber's name, address, social security number, assets and income, and information regarding the Subscriber's investment in the Partnership (collectively, the "Information"), may be disclosed (a) to the Administrator, the General Partner, attorneys, accountants and auditors in furtherance of the Partnership's business and to other service providers such as brokers who may have a need for the information in connection with providing services to the Partnership, (b) to third party service providers or financial institutions who may be providing marketing services to the Partnership provided that such persons must agree to protect the confidentiality of the Information and use the Information only for the purposes of providing services to the Partnership, and (c) as otherwise required or permitted by law and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise. The Partnership restricts access to the Information to their employees and agents who need to know the Information to provide services to the Partnership, and maintain physical, electronic and procedural safeguards that comply with U.S. federal standards to guard the Information.

20. At its discretion, each of the Partnership, the General Partner and/or the Administrator may provide to the Subscriber (or the Subscriber's designated agents) statements, reports, financial statements and other communications relating to the Partnership and/or the Subscriber's investment in the Partnership in electronic form, such as email. The Subscriber acknowledges that emails from the Partnership, the General Partner and/or the Administrator are not secure and may be accessed by recipients other than the

Subscriber, may be interfered with, intercepted or deleted, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Partnership, the General Partner and/or the Administrator each give no warranties in relation to these matters. The Subscriber understands that if it has any doubts about the authenticity of an email purportedly sent by the Partnership, the General Partner and/or the Administrator, the Subscriber should contact the purported sender immediately. Please note that in order to avoid unnecessary duplication, unless the Administrator receives an affirmative written request from the Subscriber instructing the Administrator to make delivery of statements, reports and other communications by regular mail, the Administrator will deem that the Subscriber has consented to receive such documents via fax or email rather than by regular mail.

21. If the Subscriber is acting as trustee, agent, representative or nominee for a subscriber (a "Beneficial Owner"), the Subscriber understands and acknowledges that the representations, warranties and agreements made herein are made by the Subscriber (a) with respect to the Subscriber and (b) with respect to the Beneficial Owner. The Subscriber further represents and warrants that it has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement. The Subscriber also agrees to indemnify the Partnership, the General Partner and the Administrator and their directors, members, partners, officers and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Subscriber's misrepresentation or misstatement contained herein, or the assertion of the Subscriber's lack of proper authorization from the Beneficial Owner to enter into this Subscription Agreement or perform the obligations hereof.

22. **Power of Attorney.** The Subscriber irrevocably constitutes and appoints FlowPoint Capital Partners, LP and any other general partner of the Partnership who is a natural person as the Subscriber's true and lawful representative and attorney-in-fact, with power of substitution and resubstitution and in the Subscriber's name, place and stead, to make, execute, acknowledge, record and file all documents necessary to carry out the intention and purpose of the Partnership Agreement, including, without limitation: (a) a Certificate of Limited Partnership, (b) any amendments thereof required to reflect any amendments to the Partnership Agreement or any change in the membership of the Partnership or in the capital contributions of the Partners, (c) any other amendments thereof or in the Partnership Agreement required or permitted by law or by the Partnership Agreement, (d) all documents to reflect the exercise by the General Partner of any of the powers granted to it under the Partnership Agreement, and (e) all other instruments, documents and certificates which may be required by the laws of any jurisdiction in that the Partnership does business, or any political subdivision or agency thereof, to effectuate, implement or continue the valid and subsisting existence of the Partnership. The Partnership Agreement signature page included with this Subscription Agreement must be notarized on the separate acknowledgement page.

23. All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed, if to the Subscriber, at the address set forth below, if to the General Partner, to FlowPoint Capital Partners, LP at its address as indicated in the Partnership Agreement, and if to the Partnership, to FlowPoint Capital Partners Fund LP, c/o GlobeOp Financial Services LLC, One South Road, Harrison, NY 10528, Attention: Investor Services, by facsimile to (914) 729-9500, or email to [ISTradedesk@sscinc.com](mailto:ISTradedesk@sscinc.com). Such address may be changed from time to time by a notice given in accordance with the provisions hereof. The Partnership may deliver notices and other communications available in electronic format (such as email or through posting on a web site) and the Subscriber hereby agrees to accept delivery in electronic format for any such notices or other communications.

24. The Subscriber understands and acknowledges that the Administrator will process withdrawal requests that are received by facsimile, email or courier. The Subscriber further understands and acknowledges that neither the Partnership nor the Administrator shall be responsible for any mis-delivery or non-receipt of any email or facsimile. Emails or facsimiles sent to the Partnership or the

Administrator shall only be effective when actually received by the Partnership or the Administrator. The Administrator will use its reasonable efforts to acknowledge in writing all withdrawal requests which are received in good order. A Subscriber failing to receive such written acknowledgement from the Administrator within five (5) business days should contact the Administrator to obtain the same.

THIS DISCUSSION WAS WRITTEN TO SUPPORT THE OFFERING OF THE INTERESTS. THIS DISCUSSION WAS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING ANY FEDERAL TAX PENALTIES THAT THE INTERNAL REVENUE SERVICE MAY ATTEMPT TO IMPOSE. EACH RECIPIENT OF THIS SUBSCRIPTION AGREEMENT SHOULD SEEK ADVICE BASED ON THAT PERSON'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement as of the date set forth below.

*[Signature pages commence on following page]*

INVESTOR PROFILE FORM

**Each Subscriber must complete the Investor Profile Form by providing the relevant information requested in the applicable sections. If you have any questions regarding how this Investor Profile Form should be completed, please contact the Administrator by email at [ISTradedesk@sscinc.com](mailto:ISTradedesk@sscinc.com).**

**Attach additional pages as necessary.**

**A. Entity Subscriber:**

This section must be filled out where the Subscriber is an entity (see entity types below). Please print the entity's name/contact information exactly as it should be printed on all financial/official documents/correspondence. Include all spaces and capitalization.

<b>Name of Subscriber:</b> <b>NAME</b>
<b>Subscriber's taxpayer identification numbers (provide all as applicable). Attach additional pages as necessary.</b> <b>United States Employer Identification Number: 000000</b> <b>Other taxpayer identification number: _____</b> <b>Taxpayer identification number: _____</b> <b>Country issued by: UNITED STATES</b>
<b>Date of Formation (MM/DD/YYYY): 12-2012</b> MM DD YYYY
<b>Country of incorporation or organization:</b> <b>UNITED STATES</b>
<b><u>Type of Entity (choose one)</u></b>
<input type="checkbox"/> <b>Joint Account Holders</b>
<input type="checkbox"/> <b>Trust</b>
<input type="checkbox"/> <b>Corporations – Stock Exchange Listed</b>
<input type="checkbox"/> <b>Nominees</b>
<input type="checkbox"/> <b>Corporations – Private Company</b>
<input type="checkbox"/> <b>Intermediary applications</b>
<input checked="" type="checkbox"/> <b>Limited Partnership</b>
<input type="checkbox"/> <b>Individual Retirement Account (IRA)</b>
<input type="checkbox"/> <b>General Partnership</b>
<input type="checkbox"/> <b>Large Charitable Corporations</b>
<input type="checkbox"/> <b>Designated bodies/ regulated institutions</b>
<input type="checkbox"/> <b>Fund of Funds (LP)</b>
<input type="checkbox"/> <b>Non-Profit Foundation</b>
<input type="checkbox"/> <b>Fund of Funds (LLC)</b>
<input type="checkbox"/> <b>Limited Liability Company</b>
<input type="checkbox"/> <b>Fund of Funds (LTD)</b>
<input type="checkbox"/> <b>Employee Benefit Plan or Trust</b>
<input type="checkbox"/> <b>Other (Please specify) _____</b>

1. Does the Subscriber's charter or constitutional document allow for issuance of certificates of ownership in bearer form?

Yes       No

2. Has the Subscriber issued certificates of ownership in bearer form?

Yes       No

**If the Subscriber answered yes to questions 1 or 2 above, please provide a copy of the share register (additional information may be required).**

3. Is the Subscriber: (a) owned by five or fewer individuals who own more than 50% of the Subscriber; and (b) organized for the sole purpose of carrying on investment and/or trading activity without operating in any commercial capacity?

Yes       No

4. Is the Subscriber a personal, family or charitable trust<sup>4</sup>?

Yes       No

**If the Subscriber answered yes to question 3, please complete the below for any person with a beneficial ownership interest in the Subscriber of more than 10%. If the Subscriber answered yes to question 4, please complete the below for each settlor, grantor or donor. (Attach additional pages as necessary).**

**First Name:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_

**Nationality/Citizenship (Please provide Country Name):**

**Current Address:**

**Address – Line 1** \_\_\_\_\_

**Address – Line 2** \_\_\_\_\_

**City**

<sup>4</sup> A "personal, family or charitable" trust is one where the beneficiaries are individuals or family members designated by the person who established the trust, or, in the case of a charitable entity, a trust set up for charitable purposes.

**State/Province**

---

**Country/Region**

---

**Zip/Postal Code**

---

**Attention:**

---

**B. Subscriber Contact Information (To be completed by all Subscribers):**

<b>Address in country of permanent tax residence: (Do <u>NOT</u> use a P.O. box, in-care-of or hold mail address):</b>	
<b>Company:</b>	<b>name</b> _____
<b>Address – Line 1</b>	_____
<b>Address – Line 2</b>	_____
<b>City</b>	_____
<b>State/Province</b>	_____
<b>Country/Region</b>	_____
<b>Zip/Postal Code</b>	_____
<b>Attention:</b>	_____
<b>Mailing address (Do <u>NOT</u> use a P.O. box, in-care-of or hold mail address):</b>	
<input checked="" type="checkbox"/> Same as address in country of permanent tax residence (if this box is ticked, you do not need to specify an address below. If you do not tick this box and do not provide a mailing address below, your address in country of permanent tax residence will be used as your mailing address.)	
<b>Company:</b>	_____
<b>Address – Line 1</b>	_____
<b>Address – Line 2</b>	_____
<b>City</b>	_____
<b>State/Province</b>	_____
<b>Country/Region</b>	_____
<b>Zip/Postal Code</b>	_____
<b>Attention:</b>	_____

**Residence or Principal place of business address (*Domicile of Beneficial Interest Holder, for Blue Sky Filing purposes*): (Do NOT use a P.O. box, in-care-of, or hold mail address):**

Same as mailing address (*If this box is ticked, you do not need to specify an address below. To the extent applicable, if you do not tick this box and do not provide an address below, the mailing address you provided above will be used as your residence or principal place of business address. In the event that you have not provided a mailing address above, your address in country of permanent tax residence will be used as your residence or principal place of business address.*)

**Company:** \_\_\_\_\_

**Address – Line 1** \_\_\_\_\_

**Address – Line 2** \_\_\_\_\_

**City** \_\_\_\_\_

**State/Province** \_\_\_\_\_

**Country/Region** \_\_\_\_\_

**Zip/Postal Code** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**C. Schedule K-1 (Form 1065) “Partner’s Name”, “Partner’s TIN” and Address (The following information will be reflected on Schedule K-1 (Form 1065):**

The Subscriber name, United States Social Security Number or United States Employer Identification Number (as applicable) and mailing address provided above will be used by the Partnership to be reflected in the Schedule K-1. If you require a different Partner Name, United States Social Security Number or United States Employer Identification Number or address to be reflected in the Schedule K-1, please complete the section below.

Partner’s Name: **NAME**

United States Social Security Number: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_ or

United States Employer Identification Number: **NUMBER**

**K-1 Address**

Company: \_\_\_\_\_

Address – Line 1 \_\_\_\_\_

Address – Line 2 \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_

Country/Region \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Attention: \_\_\_\_\_

**D. Authorized Delegates (To be completed by all Subscribers):**

The following individual(s) are authorized to act on behalf of the Subscriber to give and receive instructions between the Partnership (or its representatives, including the Partnership's Administrator) and the Subscriber. Such individuals are the only authorized persons until further written notice by an authorized person is delivered to the Administrator. Please print information exactly as it should be printed on all financial/official documents/correspondence. Include spaces and capitalization exactly as you wish it to appear.

<b>Name of Authorized Delegate:</b>	
Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/>	
First Name: _____	
Middle Initial: _____	
Last Name: _____	
Signature: _____	
<b>Address for Authorized Delegate:</b>	
<input type="checkbox"/> Same as Subscriber's address in country of permanent tax residence.	
<input checked="" type="checkbox"/> Same as Subscriber's mailing address.	
<input type="checkbox"/> Same as Subscriber's residence or principal place of business address.	
<i>Note: If you have ticked one of the three boxes above indicating an address to be used for an Authorized Delegate, you do not need to provide an address for the Authorized Delegate below.</i>	
Company:	_____
Address – Line 1	_____
Address – Line 2	_____
City	_____
State/Province	_____
Country/Region	_____
Zip/Postal Code	_____
Attention:	_____
<b>Telephone Number: Please include city code and local number.</b>	
—	
City Code	Telephone Number

**Name of Country where telephone number is located:**

USA

**Facsimile Number: Please include city code and local number.**

\_\_\_\_\_ **City Code**

\_\_\_\_\_ **Telephone Number**

**Name of Country where facsimile number is located:**

\_\_\_\_\_

**Preferred Methods of Communication:**  **Email**     **Fax**     **Online\***     **Mail**

**Email Address:**

**E. Interested Parties (To be completed by all Subscribers):**

In addition to the authorized delegates listed above, if you would like additional persons to receive copies of all correspondence, please indicate below. The Partnership will not take instructions from Interested Parties. Please print name and contact information exactly as it should be printed on all financial/official documents/correspondence. Include all spaces and capitalization exactly as you wish it to appear.

<b>Name of Interested Party:</b>	
Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr. <input type="checkbox"/>	
First Name:	<u>N/A</u>
Middle Initial:	_____
Last Name:	_____
<b>Address for Interested Party:</b>	
<input type="checkbox"/> Same as Subscriber's address in country of permanent tax residence.	
<input type="checkbox"/> Same as Subscriber's mailing address.	
<input type="checkbox"/> Same as Subscriber's residence or principal place of business address.	
<i>Note: If you have ticked one of the three boxes above indicating an address to be used for an Authorized Delegate, you do not need to provide an address for the Authorized Delegate below.</i>	
Company:	_____
Address – Line 1	_____
Address – Line 2	_____
City	_____
State/Province	_____
Country/Region	_____
Zip/Postal Code	_____
Attention:	_____
<b>Telephone Number: Please include city code and local number.</b>	
_____	_____
City Code	Telephone Number

**Name of Country where telephone number is located:**

\_\_\_\_\_

**Facsimile Number: Please include city code and local number.**

\_\_\_\_\_  
**City Code**

\_\_\_\_\_  
**Telephone Number**

**Name of Country where facsimile number is located:**

\_\_\_\_\_

**Preferred Methods of Communication:**  **Email**     **Fax**     **Online\***     **Mail**

**Email Address:**

\_\_\_\_\_

SIGNATURE PAGE FOR ENTITIES

(For Signature by Individuals and Individual Retirement Accounts, See Preceding Pages)

ENTITY OWNERSHIP: Check form of organization of entity subscriber and attach a copy of the applicable organizational and authority documents (*e.g.*, trust instrument, certificate of incorporation, certificate of formation, corporate resolutions, partnership agreement, operating agreement, plan documents, etc.).

- ( ) TRUST
- ( ) CORPORATION
- ( X ) PARTNERSHIP
- ( ) LIMITED LIABILITY COMPANY
- ( ) FOUNDATION
- ( ) ENDOWMENT
- ( ) EMPLOYEE BENEFIT PLAN
- ( ) KEOGH PLAN
- ( ) OTHER ACCOUNT — SPECIFY: \_\_\_\_\_

Date of Organization: 5/25/04

State/Country of Organization: USA

ENTITY SIGNATURE:

\_\_\_\_\_  
(Print Name of Entity)

By: \_\_\_\_\_  
(Signature of Officer or Agent)

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

\_\_\_\_\_  
(Print Name and Title of Person Signing)

**THE PARTNERSHIP'S ACCEPTANCE OF THE SUBSCRIBER'S SUBSCRIPTION WILL BE ACKNOWLEDGED BY WAY OF CONFIRMATION TO BE SENT BY THE ADMINISTRATOR.**

**FLOWPOINT CAPITAL PARTNERS FUND LP**

**INVESTOR QUESTIONNAIRE**

(To Be Completed by All Subscribers)

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

FlowPoint Capital Partners Fund LP  
c/o GlobeOp Financial Services LLC  
One South Road  
Harrison, New York 10528, U.S.A.  
Attention: Investor Services  
Facsimile: (914) 729-9500  
Email: IStradedesk@sscinc.com

The limited partnership interests (the “Interests”) of FlowPoint Capital Partners Fund LP, a Delaware limited partnership (the “Partnership”), are being offered to a limited number of qualified investors, without registration under the Securities Act of 1933, as amended (the “Securities Act”), and without registration under various state and provincial securities blue sky laws in reliance on exemptions therefrom. The purpose of this Investor Questionnaire is to assist the Partnership in complying with the requirements of the Securities Act and other laws. The following information is required in order to determine whether the investor named in the Subscription Agreement to which this Appendix A is attached and incorporated (the “Subscriber”) will be eligible to invest in the Partnership.

The Subscriber is subscribing for an Interest in the Partnership pursuant to a Subscription Agreement dated on or about the date hereof (the “Subscription Agreement”). The Subscriber acknowledges and agrees that the representations, warranties, covenants and agreements contained herein shall be subject to and incorporated by reference into the Subscription Agreement. The Subscriber hereby represents and warrants that:

**1. Accredited Investor Status.** The Subscriber is an accredited investor as that term is defined in Rule 501 promulgated under Regulation D of the Securities Act because the Subscriber (**please check all that apply**):

(a) **For Individuals**

- \_\_\_\_\_ (i) Has an individual net worth, or joint net worth with his or her spouse, in excess of \$1,000,000. As used herein, “net worth” means the excess of total assets at fair market value, including homes (excluding the value of the Subscriber’s primary residence), home furnishings and automobiles, over total liabilities<sup>1</sup>;

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<sup>1</sup> The value of the primary residence is calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property, up to the estimated fair market value of the property. Indebtedness secured by the residence in excess of the value of the primary residence and indebtedness secured by the primary residence that is incurred less than sixty (60) days prior to the Subscriber’s purchase of an Interest (other than in connection with the acquisition of the primary residence) should be considered a liability and deducted from the Subscriber’s net worth.

- \_\_\_\_\_ (ii) Had individual income (exclusive of any income attributable to his or her spouse) of more than \$200,000 in each of the past two years, or joint income with his or her spouse of more than \$300,000 in each of those years, and reasonably expects to reach the same income level in the current year; or
- \_\_\_\_\_ (iii) Is a director, manager, or executive officer of the General Partner of the Partnership.

**(b) For Corporations, Foundations, Endowments, Partnerships, Limited Liability Companies, and Massachusetts or similar Business Trusts**

- \_\_\_\_\_ (i) Has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the Interest; or
- X   (ii) All of the Subscriber’s equity owners are accredited investors (as described in this Section 1). The General Partner, in its discretion, may request information regarding the basis on which such equity owners are accredited.

**(c) For Employee Benefit Plans**

- \_\_\_\_\_ (i) Is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the decision to invest in the Partnership was made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment adviser. The name of such plan fiduciary is:  
  
\_\_\_\_\_;
- \_\_\_\_\_ (ii) Is an employee benefit plan within the meaning of ERISA and has total assets in excess of \$5,000,000;
- \_\_\_\_\_ (iii) Is 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, and has total assets in excess of \$5,000,000; or
- \_\_\_\_\_ (iv) Is a self-directed employee benefit plan and investment decisions are made solely by persons who are accredited investors (as defined in this Section 1).

**(d) For Individual Retirement Accounts, Keogh Plans and Employee Benefit Plans**

- \_\_\_\_\_ Is an individual retirement account, Keogh Plan or other self-directed plan (*i.e.*, a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) in which all of the participants are accredited investors (as described in this Section 1).

**(e) For Section 501(c)(3) Organizations**

- \_\_\_\_\_ Is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, was not formed for the specific purpose of acquiring the Interest, and has total assets in excess of \$5,000,000.

**(f) For Trusts**

- \_\_\_\_\_ (i) Has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the Interest, and its purchase is directed by a sophisticated person (a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment); or
- \_\_\_\_\_ (ii) Is a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors as described in this Section 1. The General Partner, in its discretion, may request information regarding the basis on which such equity owners are accredited.

**(g) For Other Subscribers**

- \_\_\_\_\_ (i) Is a bank as defined in Section 3(a)(2) of the Securities Act or any 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;
- \_\_\_\_\_ (ii) Is an insurance company as defined in Section 2(13) of the Securities Act;
- \_\_\_\_\_ (iii) Is a broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; or
- \_\_\_\_\_ (iv) Is an investment company registered under the Investment Company Act of 1940, as amended (the "1940 Act") or a business development company as defined under Section 2(a)(48) of the 1940 Act.

**2. 100 Person Limitation.** The Subscriber understands and agrees that so long as the Partnership is a so-called 3(c)(1) limited partnership under the 1940 Act, interests in the Partnership may not be directly or indirectly beneficially owned by more than 100 persons. Accordingly, the Subscriber represents and warrants the following (**check all that apply**):

**(a) For Individuals**

- (i) Is the Subscriber investing jointly?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- (ii) If Yes, is the Subscriber is investing jointly with someone other than his/her spouse.  
Yes \_\_\_\_\_ No \_\_\_\_\_

If the Subscriber checks "Yes" to (ii) above, please indicate the number of persons with whom the shares in the Fund will be jointly owned:  
\_\_\_\_\_.

**(b) For Entities (please answer all of the following by checking the applicable answers)**

- (i) ***Applicable only to investment entities***: The Subscriber is an investment company as defined in the 1940 Act (meaning generally that the Subscriber holds itself out as being engaged primarily in the business of investing, reinvesting or trading in securities, or owns or proposes to acquire investment securities having a value in excess of 40% of the value of the Subscriber’s total assets).
- (ii) ***Applicable only to investment entities***: The Subscriber is relying on the exception of the definition of “investment company” provided under either Section 3(c)(1) or 3(c)(7) of the 1940 Act to claim that it is not an investment company.
- (iii) ***Applicable only to entities in which the owners or other members self-direct investments***: The Subscriber is an entity where the stockholders, partners, members or other beneficial owners of the Subscriber have individual discretion as to their participation or non-participation in particular investments made by the Subscriber, and one or more of such stockholders, partners, members or other beneficial owners have contributed or will contribute capital to the Subscriber for the purpose of the Subscriber’s purchase of interests in the Partnership.
- (iv) The Subscriber is an entity which was formed for the specific purpose of investing in the Partnership.
- (v) The Subscriber’s investment in the Partnership constitutes more than 40% of its total assets.

**Number of Beneficial Owners –*To be completed by all entities.*** Please provide the number of direct or indirect owners (or beneficiaries) of such entity:   4  . (The Subscriber is required to inform the Partnership if this number increases or decreases at any time the Subscriber makes a subsequent investment in the Partnership.)

**3. Qualified Client Test.** The Subscriber understands and agrees that in certain circumstances, the General Partner or one or more principals or affiliates thereof may be subject to certain limitations on performance-based compensation unless the Subscriber meets certain tests set forth in Rule 205-3 under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). Accordingly, the Subscriber represents and warrants that (*please check one*):

(a) **For All Investors**

- (i) The Subscriber is an individual or the individual participant of an IRA or employee benefit plan covering only one individual (an “Individual Participant”).
- (ii) The Subscriber is a corporation, partnership, association, joint-stock company, trust or any organized group of persons, whether incorporated or not, that (A) ***does not*** rely on Section 3(c)(1) to avoid being defined as an investment company under the 1940 Act, (B) ***is not*** an investment company registered under the 1940 Act, or (C) ***is not*** a “business development company,” as defined under Section 202(a)(22) of the Advisers Act.
- (iii) The Subscriber is a corporation, partnership, association, joint-stock company, trust or any organized group of persons, whether incorporated or not, that (A) ***does*** rely on Section 3(c)(1) of the 1940 Act, (B) ***is*** an investment company registered

under the 1940 Act, or (C) is a business development company, as defined under the Advisers Act.

(b) **If the Subscriber checked items (i) or (ii) in Part (a) above, please complete this Part (b) (please check one):**

- (i) The Subscriber's (or Individual Participant's) net worth (together, in the case of a natural person, with assets held jointly with that person's spouse), at the time of subscription exceeds \$2,000,000.
- (ii) The Subscriber (or Individual Participant), immediately following the time of subscription, has at least \$1,000,000 invested with the General Partner.
- (iii) The Subscriber (or Individual Participant) is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the 1940 Act.

(c) **If the Subscriber checked item (iii) in Part (a) above, please complete this Part (c) below (please check one):**

- (i) Each of the Subscriber's shareholders, partners or other holders of equity or beneficial interests has a net worth (together, in the case of a natural person, with assets held jointly with that person's spouse), at the time of subscription, that exceeds \$2,000,000.
- (ii) Each of the Subscriber's shareholders, partners or other holders of equity or beneficial interests, immediately following the time of subscription, has at least \$1,000,000 invested with the General Partner.
- (iii) Each of the Subscriber's shareholders, partners or other holders of equity or beneficial interests is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the 1940 Act.

**4. New Issues.** The Subscriber acknowledges that (i) the Partnership may have some of its assets invested in "New Issues" as defined under Financial Industry Regulatory Authority, Inc. ("FINRA") Rule 5130 ("Rule 5130"), and (ii) if the Subscriber is restricted from participating in New Issues pursuant to Rule 5130 or FINRA Rule 5131 ("Rule 5131" and together with Rule 5130, the "FINRA Rules"), or any successor provisions thereto, the Subscriber may not be eligible to participate in profits and losses from New Issues. In order to determine whether the Subscriber may participate in New Issues, the Subscriber represents as follows *(please complete all applicable items below in this Section 3)*:

If you do not wish to participate in any profits and losses from New Issues, please check the box below, and proceed to Section 4.

**THE SUBSCRIBER ELECTS NOT TO PARTICIPATE IN ANY PROFITS OR LOSSES ATTRIBUTABLE TO NEW ISSUES.**

If you wish to participate in profits and losses from New Issues, you must complete this Section 3. Subscribers that do not properly complete this Section 3 will not be eligible to participate in profits and losses from New Issues. This Section 3 has four parts:

- Part (a) contains exemptions from Rule 5130 and Rule 5131 that may be available to certain

entities. An entity Subscriber that initials one or more of Items (i) – (ix) of Part (a) may skip the remainder of this Section 3. All entity Subscribers must complete Part (a) of this Section 3.

- Part (b) contains categories of restrictions that may apply to both entities and individuals under Rule 5130. All individual Subscribers must complete Part (b) of this Section 3 and only entity Subscribers that initial Items (x), (xi) and/or (xii) of Part (a) must complete Part (b) of this Section 3.
- Part (c) requests information from individual and entity Subscribers for purposes of Rule 5131. All individual Subscribers and only entity Subscribers that initial Items (x), (xi) and/or (xii) of Part (a) must complete Part (c) of this Section 3.
- Part (d) requests information from certain entity Subscribers (including Subscribers that are collective investment accounts (as defined below)) to determine their eligibility to participate in profits and losses from New Issues under Rule 5130. Only an entity Subscriber that initials Items (x), (xi) and/or (xii) of Part (a) must complete Part (d) of this Section 3.

(a) **Exempt Persons:** Subscribers that are entities should initial all applicable statements below so that the Partnership may determine if the Subscriber is exempt from the general prohibitions under Rule 5130.

- \_\_\_\_\_ (i) The Subscriber is an investment company registered under the Investment Company Act of 1940, as amended.
- \_\_\_\_\_ (ii) The Subscriber is a common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the Securities Exchange Act of 1934, as amended, and the fund (1) has investments from 1,000 or more accounts, and (2) does not limit beneficial interests in the fund principally to trust accounts of Restricted Persons (as defined below).
- \_\_\_\_\_ (iii) The Subscriber is an insurance company general, separate or investment account, and (1) the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders; and (2) the insurance company does not limit the policyholders whose premiums are used to fund the account principally to Restricted Persons, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons.
- \_\_\_\_\_ (iv) The Subscriber is a publicly traded entity (other than a broker-dealer or an affiliate of a broker-dealer where such broker-dealer is authorized to engage in the public offering of New Issues either as a selling group member or underwriter) that: (1) is listed on a national securities exchange or (2) is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange.
- \_\_\_\_\_ (v) The Subscriber is an ERISA plan that is qualified under Section 401(a) of the Internal Revenue Code and such plan is not sponsored solely by a broker-dealer.

- \_\_\_\_\_ (vi) The Subscriber is a state or municipal government benefits plan that is subject to state and/or municipal regulation.
- \_\_\_\_\_ (vii) The Subscriber is a tax exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code.
- \_\_\_\_\_ (viii) The Subscriber is a church plan under Section 414(e) of the Internal Revenue Code.
- \_\_\_\_\_ (ix) The Subscriber is an investment company organized under the laws of a foreign jurisdiction, and both of the following are true: (1) no Restricted Person owns more than 5% of the Subscriber's shares, and (2) the Subscriber is listed on a foreign exchange for sale to the public or is authorized for sale to the public by a foreign regulatory authority.
- \_\_\_\_\_ (x) The Subscriber is an entity in which the beneficial interests of Restricted Persons do not exceed in the aggregate 10% of the entire beneficial interest in such entity. A Subscriber that limits the participation by Restricted Persons to no more than 10% (in the aggregate) of the profits and losses from New Issues may initial this statement. *If the Subscriber has initialed this Item (x) please complete Parts (c) and (d) below, as appropriate.*
- \_\_\_\_\_ (xi) The Subscriber is a broker-dealer, or owner of a broker-dealer, organized as an investment vehicle, that restricts participation of Restricted Persons in profits and losses of New Issues in accordance with the de minimis exemption set forth in Rule 5130. *If the Subscriber has initialed this Item (xi) please complete Parts (c) and (d) below, as appropriate*
- \_\_\_X\_\_\_(xii) **None of Items (i) through (xi) apply to the Subscriber.**

(b) **Restricted Persons:** Please initial those statements below that apply to the Subscriber (and, if the Subscriber is an entity acting as nominee for another person, that apply to such person for which the entity is acting as nominee) to determine whether the Subscriber is a restricted person under Rule 5130 (a "Restricted Person"). Note that a Subscriber that is an entity and that is also a Restricted Person under this Part (b) may still be able to participate in New Issues investments if it indicates in Part (a) above that it is also an Exempt Person under Rule 5130. For purposes of these statements, "Subscriber" includes a person having a beneficial interest<sup>2</sup> in the Subscriber.

- \_\_\_\_\_ (i) The Subscriber is a broker-dealer.
- \_\_\_\_\_ (ii) The Subscriber is an officer, director, general partner, associated person or employee of a broker-dealer (other than a limited business broker-dealer)<sup>3</sup> or an agent of a broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business.

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<sup>2</sup> A "beneficial interest" means any economic interest, such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, shall not be considered a beneficial interest in the account.

<sup>3</sup> A "limited business broker-dealer" is a broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

- \_\_\_\_\_ (iii) The Subscriber is an immediate family member<sup>4</sup> of a person described in paragraph (ii) above and such person (1) materially supports,<sup>5</sup> or receives material support from, the immediate family member; (2) is employed by or associated with the broker-dealer or an affiliate of the broker-dealer or (3) has an ability to control the allocation of New Issues.
- \_\_\_\_\_ (iv) The Subscriber acts as a finder or in a fiduciary capacity (including, among others, attorneys, accountants and financial consultants) to a managing underwriter in offerings.
- \_\_\_\_\_ (v) The Subscriber has the authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or collective investment account.<sup>6</sup> *If the Subscriber is a collective investment account, it must complete Item (d) below.*
- \_\_\_\_\_ (vi) The Subscriber is an immediate family member of a person described in paragraph (iv) or (v) above and such person materially supports, or receives material support from, such person.
- \_\_\_\_\_ (vii) The Subscriber<sup>7</sup> is a person listed, or required to be listed, (1) in Schedule A of a Form BD (other than with respect to a limited business broker-dealer), except persons identified by an ownership code of less than 10%; (2) in Schedule B of a Form BD (other than with respect to a limited business broker-dealer), except persons whose listing on Schedule B relates to an ownership interest in a person listed on Schedule A identified by an ownership code of less than 10%; or (3) in Schedule C of a Form BD that meets the criteria of clauses (1) and (2) herein.
- \_\_\_\_\_ (viii) The Subscriber is a person that (1) directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD; or (2) directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (in each case other than a reporting company that is listed on a national securities exchange, and other than with respect to a limited business broker-dealer).
- \_\_\_\_\_ (ix) The Subscriber is an immediate family member of a person specified in paragraphs (vii) or (viii) above, provided that the Subscriber should not initial this paragraph (ix) if the person owning the broker-dealer (specified in paragraphs (vii) or (viii))

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<sup>4</sup> For purposes of Rule 5130, the term “immediate family” means a person’s parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, children and any other person to whom the person provides “material support” as defined in footnote 4, below.

<sup>5</sup> For purposes of Rule 5130, the term “material support” means the direct or indirect provision of more than 25% of a person’s income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

<sup>6</sup> For purposes of the Rule 5130, the term “collective investment account” means any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. The term does not include an investment club where a group of individuals pool their money and are collectively responsible for investment decisions, or a family investment vehicle beneficially owned solely by immediate family members.

<sup>7</sup> Items (vii) and (viii) pertain to “owners” of broker-dealers. FINRA has stated that an owner of a broker-dealer will be viewed as having a “beneficial interest” in an account held by a subsidiary (*i.e.*, a sister company of the broker-dealer). Accordingly, an affiliate of a broker-dealer will be a Restricted Person, as defined in Rule 5130.

(1) does not materially support, or receive material support from, such person; (2) is not an owner of the FINRA member or an affiliate of the FINRA member and (3) has no ability to control the allocation of New Issues.

X (x) **None of paragraphs (i) through (ix) apply to the Subscriber.**

(c) **Rule 5131 Covered Persons.** Rule 5131(b) generally prohibits FINRA members (each, a “FINRA Member”) from allocating shares of New Issues to any account in which Covered Persons (as defined below) have a beneficial interest that exceeds 25% of such account. ***Individual Subscribers*** please complete Item (i) below, as applicable. ***Entity Subscribers*** please complete Item (ii) below, as applicable.

(i) **Individuals.**

Is the Subscriber an executive officer or director, or a person materially supported<sup>8</sup> by such officer or director, of a “public company”<sup>9</sup> or a “covered non-public company”<sup>10</sup> (each a “Covered Person”)?

Yes  No

If “Yes”, please indicate the company or companies with respect to which the Subscriber is a Covered Person:

Name of Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Subscriber understands and acknowledges that if the Subscriber answered “Yes” to this Item (i) in Part (c), the Partnership may request additional information from the Subscriber to determine its eligibility to participate in profits and losses from New Issues, and the Partnership may determine, in its discretion, to exclude the Subscriber from participating in profits and losses from New Issues.

(ii) **Entities.**

1. Is the Subscriber a foreign or domestic account or investment fund (for example, a limited partnership, limited liability company or trust) in which one or more Covered Persons have a beneficial interest?

Yes  No

<sup>8</sup> The term “material support” as used herein means the direct or indirect provision of more than twenty-five percent (25%) of a person’s income in the prior calendar year. Persons living in the same household are deemed to be providing each other with material support.

<sup>9</sup> A “public company” is any company that is registered under Section 12 of the 1934 Act, or any company that files periodic reports pursuant to Section 15(d) of the 1934 Act.

<sup>10</sup> A “covered non-public company” means any non-public company satisfying any one of the following criteria: (a) income of at least \$1 million in the last fiscal year or in two of the last three fiscal years and shareholders’ equity of at least \$15 million; (b) shareholders’ equity of at least \$30 million and a two-year operating history; or (c) total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the last three fiscal years.

2. If the Subscriber responded “Yes” to question 1 above, the Subscriber must respond to both questions (A) and (B) below.

(A) The Subscriber represents and warrants that such Covered Person(s) affiliated with the same “public company” or “covered non-public company” in the aggregate (as to each such public company or covered non-public company) are allocated no more than twenty-five percent (25%) of any profits or losses attributable to New Issues received by the Subscriber.

Yes  No

(B) The Subscriber must indicate on the lines below the company (or companies) on whose behalf such Covered Person(s) serves and the percentage share of profits or losses attributable to New Issues of the foreign or domestic account or investment fund held by all Covered Persons related to such company.

Name of Company:	Share of Profits/Losses:
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

The Subscriber understands and acknowledges that if it responded yes to Item (ii)(1) above, the Partnership may request additional information from the Subscriber to determine its eligibility to participate in profits and losses from New Issues and that the Partnership may determine, in its discretion, to exclude the Subscriber from participating in profits and losses from New Issues.

(d) **Certain Entity Subscribers:** Please complete the following if the Subscriber initialed items (x), (xi) or (xii) of Part (a) above.

(i) Does the Subscriber permit its beneficial owners that are Restricted Persons, if any, to participate in profits and losses allocated to the Subscriber that are attributable to New Issues?

Yes \_\_\_\_\_ No \_\_\_\_\_

(ii) If the Subscriber answered “yes” to the question immediately above, the Subscriber allocates \_\_\_\_% of the New Issue profits and losses that it receives to beneficial owners that are Restricted Persons.

The Subscriber represents that its responses to Part (d) are based on information received from its beneficial owners which is no more than twelve (12) months old.

To the extent the Subscriber is not familiar with the FINRA Rules, the Subscriber has discussed his, her or its status with the Subscriber’s legal or other advisor. The Subscriber agrees to promptly notify the Partnership if it is or will become restricted from participating in New Issues or if its responses to Parts (c) or (d) above have changed.

**5. Pay to Play**

Please check the appropriate box below if the Subscriber is or is investing on behalf of:

- Any state of the United States or a political sub-division of a state of the United States.
- Any agency, authority, or instrumentality of a state of the United States or political subdivision of a state of the United States.
- A pool of assets sponsored or established by a state of the United States or political subdivision thereof or any agency, authority or instrumentality thereof, or a general fund of a state of the United States.
- Plan or program of any person covered by this Section 4.
- An officer, agent, or employee of a state of the United States or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity.

**6. Subscriber Information**

(a) Has the Subscriber ever invested in investment partnerships or other investment funds, venture capital funds, private equity funds, arbitrage transactions, real estate syndications, research and development companies, equipment leasing programs, oil and gas drilling programs, or other non-marketable or restricted securities?

Yes  X  No \_\_\_\_\_

(b) Is the Subscriber a regulated institution that is subject to legal or regulatory restrictions or limitations on the amount or nature of its investments (e.g., a bank or insurance company)?

Yes \_\_\_\_\_ No  X

If “Yes,” the Subscriber hereby warrants and represents that this subscription is in compliance with applicable laws and regulations.

(c) Was the Subscriber referred to the Partnership by a placement agent?

Yes \_\_\_\_\_ No  X

If yes, please provide name of placement agent:

\_\_\_\_\_

(d) Form PF Investor Type. **All Subscribers must check one response below** that best describes the Subscriber (if the Subscriber is acting as trustee, agent, representative or nominee for a beneficial owner, please check the item that best describes the beneficial owner).

- Individual that is a United States person\* (or a trust of such a person)
- Individual that is not a United States person (or a trust of such a person)
- Broker-dealer
- Insurance company
- Investment company registered with the U.S. Securities and Exchange Commission
- Private fund\*\*
- Non-profit
- Pension plan (other than a governmental pension plan)
- Banking or thrift institution (proprietary)
- State or municipal government entity\*\*\* (other than a governmental pension plan)
- State or municipal governmental pension plan
- Sovereign wealth fund or foreign official institution
- A person that is not a United States person and about which beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries
- Other (please specify): \_\_\_\_\_

(e) As the Partnership invests all or substantially of its assets in FlowPoint Capital Partners Master Fund, L.P., a British Virgin Islands limited partnership (the “Master Fund”), all references to the Partnership below are deemed, to the extent applicable, to include the Master Fund and the Subscriber’s indirect investment therein. If the Subscriber is a “governmental plan” within the meaning of Section 3(32) of ERISA, a “church plan” within the meaning of Section 3(33) of ERISA that has not made an election pursuant to Section 410(d) of the Code, a non-U.S. employee benefit plan or another plan or retirement arrangement that is not subject to the fiduciary responsibility provisions of Title I of ERISA or to Section 4975 of the Code (an “Other Plan”), or a trust, partnership, limited liability company or other entity that is deemed to hold assets of an Other Plan under applicable law, then the Subscriber represents and warrants that:

- (i) the assets of the Partnership will not be considered to include the assets of such Other Plan under the provisions of applicable law as a result of the Subscriber’s investment in the Partnership;
- (ii) there is no federal, state, local or non-U.S. law, rule, regulation or constitutional provision applicable to the Other Plan that could in any respect affect the operation

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\* For purposes of Form PF, the term “United States person” has the meaning provided in Rule 203(m)-1 under the Advisers Act, which includes any natural person that is resident in the United States.

\*\* For purposes of Form PF, the term “private fund” means any issuer that would be an investment company as defined in Section 3 of the 1940 Act but for Section 3(c)(1) or 3(c)(7) of the 1940 Act.

\*\*\* For purposes of Form PF, the term “government entity” means any U.S. state (including any U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States) or political subdivision of a state, including:

- (i) any agency, authority or instrumentality of the state or political subdivision;
- (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority or instrumentality thereof; and
- (iii) any officer, agent or employee of the state or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity.

of the Partnership by the General Partner, or prohibit any action contemplated by the operational documents and related disclosures of the Partnership; and

- (iii) the Subscriber's investment in the Partnership, is in accordance with the constituent documents of the Other Plan and will not result in a breach of any statute, rule, regulation or order of any court or governmental agency or body having jurisdiction over the Partnership or any of its assets, including, without limitation, any law substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code.
- (iv) Please indicate whether the Subscriber is a governmental plan subject to any rules or regulations similar to the fiduciary responsibility provisions of ERISA and/or the prohibited transaction provisions of Section 4975 of the Code, such as a state law similar to ERISA:

Yes \_\_\_\_\_ No  X

If the Subscriber answered "Yes", please specify: \_\_\_\_\_

7. **ERISA and Other Benefit Plan Investors.** If the Subscriber is not a Benefit Plan Investor as defined in Section 9 of the Subscription Agreement, please check the box below and do not complete the rest of this Section 6.

**THE SUBSCRIBER REPRESENTS AND WARRANTS THAT IT IS NOT A BENEFIT PLAN INVESTOR.**

(a) **Benefit Plan Investor Status.** By completing this Section 6, the Subscriber is representing that it is, or is acting on behalf of, a Benefit Plan Investor as defined in Section 9 of the Subscription Agreement. *For purposes of this Section 6, capitalized terms used but not defined herein shall have the meaning ascribed to them in Section 9 of the Subscription Agreement.*

(i) Please indicate what type of Benefit Plan Investor the Subscriber is by checking the appropriate box:

\_\_\_\_\_ ERISA Plan (e.g., a U.S. private sector employee pension or welfare benefit plan)

\_\_\_\_\_ Qualified Plan not subject to ERISA (e.g., a "Keogh" plan covering only partners or other self-employed individuals and individual retirement accounts or "IRAs")

\_\_\_\_\_ Entity (other than an insurance company general account) holding plan assets of ERISA Plans

\_\_\_\_\_ Entity (other than an insurance company general account) holding plan assets of Qualified Plans which are not subject to ERISA (but no plan assets of any ERISA Plan)

\_\_\_\_\_ An insurance company general account whose assets include “plan assets”

(ii) **To Be Completed by Subscribers that are Not Insurance Companies.** Certain Benefit Plan Investors that are entities are considered by ERISA to hold plan assets only to the extent to which their equity interests are held by Benefit Plan Investors. If the Subscriber is a Benefit Plan Investor because it is an entity holding plan assets under the Plan Asset Rules, the Subscriber represents that the value of its assets attributable to Benefit Plan Investors as a percentage of the total value of its assets is not more than\* (*Please check applicable box*):

10% \*\*    20% \*\*    30%    40%    50%  
 60%    70%    80%    90%    100%

\*Certain Benefit Plan Investors which are entities are considered to hold plan assets only to the extent to which their equity interests are held by Benefit Plan Investors. To ease some of the administrative burden of tracking these amounts, we suggest that a non-plan entity that is a Benefit Plan Investor build in a cushion by representing to a percentage slightly higher, but within ten percent, of the actual percentage of plan assets so that it will not have to inform the Partnership each time the percentage changes due to a slight increase in plan participation in the entity.

\*\*If an entity that is a Benefit Plan Investor has more than one class of equity interests, and the 25% threshold is exceeded for fewer than all classes, Benefit Plan Investors within such entity may represent less than 25% of the entity’s total assets.

(iii) **To Be Completed by Insurance Companies.** If the Subscriber is an insurance company and is investing the assets of its general account, including assets described in U.S. Department of Labor Advisory Opinion 2005-19A, in the Partnership, it has identified below the extent, if any, to which the assets of the underlying general account constitute plan assets within the meaning of ERISA. The Subscriber agrees to immediately notify the Partnership if there is a change in the percentage of the general account’s assets that constitute plan assets within the meaning of ERISA and shall disclose such new percentage ownership. Please specify the maximum percentage of the Subscriber’s assets that would constitute “plan assets” under ERISA\*\*\* (*Please check applicable box*):

0%    10%    20%    30%    40%  
 50%    60%    70%    80%    90%    100%

\*\*\*To ease some of the administrative burden of tracking these amounts, we suggest that a Subscriber build in a cushion by representing to a percentage slightly higher, but within ten percent, of the actual percentage of plan assets so that it will not have to inform the Partnership each time the percentage changes due to a slight increase in plan participation in the entity.

(b) **ERISA and Other Benefit Plan Subscriber Representations:**

(i) If the Subscriber is a Benefit Plan Investor, because it is, or is acting on behalf of, an ERISA Plan or a Qualified Plan, as those terms are previously defined, or because it is an entity considered to hold plan assets of an ERISA Plan or Qualified Plan as described in Section 9(a) of the Subscription Agreement (each such ERISA Plan or Qualified Plan, a “Plan”), the Subscriber represents and warrants, with respect to each such Plan, that:

(A) the person or entity signing this Subscription Agreement is a fiduciary of such Plan (the “Plan Fiduciary”);

(B) the decision to invest in the Partnership, and indirectly in the Master Fund, was made by the Plan Fiduciary;

(C) the Plan Fiduciary is unrelated to the Partnership, the Master Fund, the General Partner and any person affiliated therewith and is duly authorized to make such an investment decision on behalf of the Plan;

(D) the acquisition and subsequent holding of the Interests do not and will not constitute a “prohibited transaction” within the meaning of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”) that is not subject to an applicable exemption;

(E) the Plan’s subscription to invest in the Partnership, and indirectly in the Master Fund, and the purchase of Interests contemplated thereby is in accordance with the terms of the Plan’s governing instruments; and

(F) the Plan Fiduciary has not relied on, and is not relying on, the investment advice of the Partnership, the Master Fund, the General Partner nor any of their respective directors, officers, employees, representatives or affiliates with respect to the Plan’s investment in the Partnership or indirectly in the Master Fund and neither the Partnership, the General Partner nor any of their respective directors, officers, employees, representatives or affiliates, has any investment discretion with respect to the assets of the Plan which will be used to purchase Interests.

(ii) If the Subscriber is, or is acting on behalf of, an ERISA Plan or an entity that is a Benefit Plan Investor by reason of holding plan assets of any ERISA Plan, the Subscriber represents and warrants that:

(A) the person or entity signing this Subscription Agreement is a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder) and a “named fiduciary” (within the meaning of Section 402(a)(2) of ERISA and the regulations thereunder) of each such ERISA Plan (the “ERISA Plan Fiduciary”);

(B) the ERISA Plan Fiduciary understands the Partnership’s and Master Fund’s investment objectives, policies and strategies, understands and acknowledges that the Partnership and the Master Fund will invest their assets in accordance with such objectives, policies and strategies and without regard to the particular objective of any class of investors, including ERISA Plans and Qualified Plans, has taken into consideration its fiduciary duties under ERISA, including the prudence and diversification requirements of Section 404(a)(1) of ERISA, has considered whether the Plan’s liquidity needs will be met given the limited rights to withdraw or transfer Interests, and has concluded that the proposed investment in the Partnership, and indirectly in the Master Fund, is in accordance with its fiduciary responsibilities under ERISA; and

(C) the ERISA Plan’s subscription to invest in the Partnership and indirectly in the Master Fund, and the purchase of Interests contemplated thereby complies with all applicable requirements of ERISA.

(iii) If the Subscriber is a Benefit Plan Investor, the Subscriber acknowledges that it is currently intended that neither the Partnership nor the Master Fund will hold the “plan assets,” as previously described, of any Benefit Plan Investor that acquires Interests in the Partnership. Accordingly, the

Subscriber agrees that the Partnership may at any time require the Subscriber to withdraw such of its Interests as, in the opinion of the General Partner, is necessary to ensure that the assets of the Partnership and the Master Fund do not include “plan assets.” However, each Plan Fiduciary acknowledges and agrees that: (i) by investing in the Partnership, it is deemed to direct the Partnership to invest the amount of the Investible Assets of the Partnership directly in the Master Fund during any period in which the assets of the Partnership include Plan Assets; and (ii) during any period in which the underlying interests of the Partnership are deemed to constitute Plan Assets, neither the General Partner of the Partnership is intended to be a fiduciary with respect to the assets of the Plan.

**ANTI-MONEY LAUNDERING SUPPLEMENT****Section I****A. Exemptions**

		YES	NO
(a)	<p>Are you a financial institution regulated by a Federal Functional Regulator (<i>i.e.</i>, banking agencies), including:</p> <p style="padding-left: 40px;">(i) The Board of Governors of the Federal Reserve System;  (ii) The Office of the Comptroller of the Currency (“OCC”);  (iii) The Board of Directors of the Federal Deposit Insurance Corporation (“FDIC”);  (iv) The Office of Thrift Supervision (“OTS”);  (v) The National Credit Union Administration (“NCUA”);  (vi) The Securities and Exchange Commission (“SEC”);  (vii) The Commodity Futures Trading Commission (“CFTC”)?</p> <p>Financial institutions falling into the category of financial institutions regulated by a Federal Functional Regulator include broker dealers, FCM’s, mutual funds, SEC registered investment advisors and federally regulated banks and credit unions.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Are you a bank regulated by state bank regulators of one of the 50 United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Are you a department or agency of the United States, any of the 50 United States, or political subdivision of any of the 50 United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	<p>Are you an entity, other than a bank, whose common stock or equity interest:</p> <p style="padding-left: 40px;">(1) is listed on NYSE Euronext<sup>1</sup> ;  (2) is listed on NYSE Alternext US<sup>2</sup> ; or  (3) Designated as a NASDAQ Global Select Market Security (“NGSMS”) or as a NASDAQ Global Market Security (“NGMS”) listed on the NASDAQ Stock Market (excluding NASDAQ Capital Market) (but only to the extent it is listed on a United States domestic exchange)?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**If you answered “No” to each of the questions lettered (a) through (d), the Administrator requires the Subscriber provide the materials outlined in Section II immediately below.**

**Section II****A. AML Information**

a. The Partnership and the Administrator require the delivery of the information identified below for:

- All U.S. investors;

- Non-U.S. investors who are themselves organized and regulated or listed on an exchange located in an ‘equivalent jurisdiction’ (See Exhibit A below); and
- Non-U.S. investors introduced by a nominee, manager or advisor where the introducer is organized and regulated or listed on an exchange located in an ‘equivalent jurisdiction’ (See Exhibit A below).

**i. Individuals:**

Identification information listed on the Investor Profile Form: legal name, physical address, date of birth, and for U.S. individuals, a government or taxpayer identification number<sup>3</sup> is required. For a non-U.S. individual, government identification with photo (*e.g.*, driver’s license, passport) must be provided in addition to the information provided on the Investor Profile Form. The Partnership and the Administrator reserve the right to require a government issued identification with date of birth and domicile (*e.g.*, driver’s license, passport and a copy of a current utility bill or bank statement as proof of current address) from U.S. and non-U.S. individuals.

**ii. Regulated or Public Exchange Listed Corporate Entities** (entities answering “Yes” to any of the questions lettered (a) through (d) in Section I):

In addition to legal name, physical address and employer tax identification number (TIN) listed on the Investor Profile Form, the Administrator will obtain proof of regulation or public exchange listing (as applicable) from third party sources. The Partnership and the Administrator reserve the right to require proof of regulation or public exchange listing from entities claiming any of the exemptions listed in Section I above.

**iii. Unregulated Corporate Entities:**

In addition to the legal name, physical address and employer tax identification number (TIN) listed on the Investor Profile Form, a formation document or a disclosure document is required. Formation documents include Partnership or Trust Agreements (first and last page only), Certificate of Partnership, Certificate of Formation or Incorporation. Disclosure documents include an Offering Memorandum, Limited Liability Company Operating Agreement or Memorandum and Articles of Association. In addition, the names of at least two Managing Principals or Directors listed as Authorized Delegates on the Investor Profile Form are required. Authorized Delegates are individuals authorized to act on behalf of the investor and give instructions to the Partnership.

**iv. Funds of Funds or Entities that Invest on Behalf of Third Parties (i.e., Nominees):**

If the Fund of Funds or Nominee is a Regulated Entity from an ‘equivalent jurisdiction’ please provide the information outlined in Section II.A.a.ii (“Regulated or Public Exchange Listed Corporate Entities”). If the Fund of Fund or Nominee entity is not a Regulated entity but is from an ‘equivalent jurisdiction’ please provide the information outlined in Section II.A.a.iii (“Unregulated Corporate Entities”) in addition to a completed copy of Exhibit B certifying that the entity has

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<sup>3</sup> In circumstances where a natural or non-natural person has applied for, but not yet received a TIN, the investor must demonstrate that an application has been filed before the relationship is established and obtain a TIN number within 60 days after the relationship was established.

adequate anti-money laundering policies procedures in place that are consistent with all applicable anti-money laundering laws and regulations, including the USA PATRIOT Act and OFAC.

**b.** The Partnership and the Administrator require delivery of the information identified below for:

- All non-U.S. investors not identified in (i) Section II.A.a above or (ii) not residing, organized, regulated or listed in an ‘equivalent jurisdiction’ (See Exhibit A below) and
- Politically Exposed Persons.<sup>4</sup>

**i. Individuals:**

In addition to the legal name, physical address and date of birth information listed on the Investor Profile Form individuals are required to provide a driver’s license (U.S. individual) or passport (non-U.S. individual).

**ii. Corporate Entities:**

In addition to the legal name, physical address and employer tax identification number (TIN), information listed on the Investor Profile Form non-individual investors are required to provide a Formation Document AND Disclosure Document. Formation documents include Partnership or Trust Agreements (first and last page only), Certificate of Partnership, Certificate of Formation or Incorporation. Disclosure documents include an Offering Memorandum, Limited Liability Company Operating Agreement or Memorandum and Articles of Association. A list of all Managing Principals or Directors is also required in addition to photo identification (e.g., current passport) for the two Managing Principals/Directors listed as Authorized Delegates on the Investor Profile Form. The identities of the two Managing Principals or Directors acting as Authorized Delegates must be verified following the identity verification requirements for individual investors detailed above in Section II.A.b.i (“Individuals”). Authorized Delegates are individuals authorized to act on behalf of the investor and give instructions to the Partnership.

**iii. Funds of Funds or Entities that Invest on Behalf of Third Parties (i.e., Nominees)**

If the Fund of Funds or Nominee is a not Regulated Entity from an ‘equivalent jurisdiction’ please provide the information outlined in Section II.A.b.ii (“Corporate Entities”) in addition to a completed copy of Exhibit B certifying that the entity has adequate anti-money laundering policies

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<sup>4</sup> A PEP is generally defined as a current or former senior political figure, an immediate family member of a current or former senior political figure, or a close associate of a current or former senior political figure.

The term “**senior political figure**” is a senior official in the executive, legislative, administrative, military or judicial branches of government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation.

The term “**immediate family member**” typically includes a parent, sibling, spouse, child or in-law.

The term “**close associate**” is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior political figure.

procedures in place that are consistent with all applicable anti-money laundering laws and regulations, including the USA PATRIOT Act and OFAC.

Documents referred to above should be delivered as soon as possible and no later than two (2) business days prior to the Subscription Date to:

FlowPoint Capital Partners Fund LP  
c/o FlowPoint Capital Partners, LP  
280 Summer Street, M1  
Boston, MA 02210  
Email: [ctrafton@flowpointcapital.com](mailto:ctrafton@flowpointcapital.com)

with a copy to the Partnership's administrator, SS&C Technologies, Inc. (the "Administrator") at: Investor Services Department, GlobeOp Financial Services LLC via facsimile at +1 (914) 729 9500 or by email at [ISTradedesk@sscinc.com](mailto:ISTradedesk@sscinc.com).

**Exhibit A**

Jurisdictions that are deemed “equivalent” are identified below

**Equivalent Jurisdictions**

Australia	Germany	Malta	Spain
Austria	Guernsey	Netherlands	Sweden
Belgium	Hong Kong	Norway	Switzerland
Brazil	Hungary	Poland	United Kingdom
Canada	Iceland	Portugal	United States
Czech Republic	Ireland	Singapore	
Denmark	Isle of Man	Slovakia	
Estonia	Italy	Slovenia	
Finland	Jersey	South Africa	
France	Luxembourg	South Korea	

**Exhibit B**

**AML CERTIFICATION FORM FOR FUND OF FUNDS OR ENTITIES THAT INVEST ON BEHALF OF THIRD PARTIES**

The undersigned, being the Limited Partner of Harris Investment Associates LP,  
*Insert Title* *Insert Name of Entity*  
a Partnership organized under the laws of New Jersey  
*Insert Type of Entity* *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 holders] [underlying investors] and their sources of funds. Such policies and procedures are properly enforced and are consistent with the anti-money laundering/OFAC laws such that FlowPoint Capital Partners Fund LP (the "Fund") may rely on this Certification.

The Company hereby represents to the Fund that, to the best of its knowledge, the Company's [beneficial holders] [underlying investors] 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" in the Fund's Subscription Agreement. The Company has taken all reasonable steps to ensure that its [beneficial holders] [underlying investors] are able to certify to such representations. The Company agrees to promptly notify the Fund in writing should the Company have any questions relating to any of the investors or become aware of any changes in the representations set forth in this Certification.

Date: February 13, 2017

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

Name: Brian Harris

Title:

**Exhibit E**

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

**Instructions:** Please complete and return this Exhibit E and provide the name of each person who is directly or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor (or if an LP or LLC, holds 25% or more of the Investor). If the intermediary's shareholders or partners are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed. **If there are no 25% beneficial owners, please write None.**

<u>Full Legal Name</u>	If shareholder or partner is an Individual, Insert Address of Principal	Citizenship (for Individuals) or Principal Place of <u>Business (for Entities)</u>

**Authorized Signor**

Brian Harris  
Print Name

\_\_\_\_\_  
Signature

**LIMITED PARTNERSHIP AGREEMENT SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned Partners have hereunto executed this Limited Partnership Agreement under this seal this 13 day of February, 2017.

GENERAL PARTNER:

FlowPoint Capital Partners, LP

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

Name: Charles Trafton

Title: Managing Partner

LIMITED PARTNERS:

FOR ENTITIES:

\_\_\_\_\_  
(Printed Name of Entity)

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

(Signature of Authorized Person)

\_\_\_\_\_  
(Printed Name of Authorized Person)

\_\_\_\_\_  
Limited Partner

\_\_\_\_\_  
(Title of Authorized Person)

**PRIVACY NOTICE**  
**OF**  
**FLOWPOINT CAPITAL PARTNERS FUND LP AND FLOWPOINT CAPITAL PARTNERS, LP**

**Dated as of July 2016**

This Privacy Notice describes FlowPoint Capital Partners Fund LP's (the "Partnership") policies with respect to nonpublic personal information of the Partnership's Limited Partners, prospective Limited Partners and former Limited Partners. These policies apply to individuals investing for personal, family or household purposes only and are subject to change at any time.

The Partnership collects and maintains nonpublic personal information about Limited Partners, including but not limited to the following information:

- Information we receive in subscription agreements, investor questionnaires and other forms which Limited Partners complete and submit to us, such as names, addresses, phone numbers, social security numbers, and employment, asset, income and other household information;
- Information we receive and maintain relating to the net asset value of a Limited Partner's interests in the Partnership;
- Information we receive and maintain relating to a Limited Partner's new issue and other securities transactions with and through the Partnership; and
- Information we receive about a Limited Partner from the Limited Partner's purchaser representative, financial advisor, investment consultant or other financial institution with whom the Partnership has a relationship and/or whom the Limited Partner may have authorized to provide such information to the Partnership.

The Partnership does not disclose any nonpublic personal information about its Limited Partners or former Limited Partners except as may be required or permitted by law or as set out below. The Partnership may disclose information about a Limited Partner to its affiliates providing services on the Partnership's behalf (including the Partnership's, the General Partner's staff members and authorized persons with a need to know such information to enable the Partnership to provide services to its Limited Partners), and to other third parties, including but not limited to, the following types of third parties:

- Financial service providers, such as the Partnership's administrator, placement agent and prime brokers, who assist the Partnership as part of the ordinary course of servicing your investment in the Partnership;
- Legal representatives of the Partnership, such as our counsel, accountants and auditors;
- Third parties who perform investor relations and marketing services for the Partnership; and
- Persons acting in a fiduciary or representative capacity on behalf of an individual Limited Partner, such as an IRA custodian or Trustee of a grantor trust.

**On all occasions when we share your nonpublic personal information with other parties, such information will only be used for the limited purpose for which it is shared and will not be further shared except to fulfill such limited purpose.**

The Partnership takes its responsibility to protect the privacy and confidentiality of Limited Partner information very seriously. We maintain appropriate physical, electronic and procedural safeguards to guard Limited Partners' nonpublic personal information. We provide Limited Partners with a Privacy Notice as part of their subscription materials and annually after that. If the Partnership materially changes its privacy policies to permit it or its affiliates to share additional information the Partnership has about you or to permit disclosures to additional types of parties, you will be notified in advance, and, if required by law, you will be given the opportunity to consent to such disclosure, as appropriate, or opt out of such additional disclosure and to direct us not to share your information with such parties.

If you have any questions or concerns about this Privacy Notice, please contact **the General Partner** at:

FlowPoint Capital Partners, LP  
280 Summer Street, M1  
Boston, MA 02210  
Tel: 617-951-9390  
Email: [crafton@flowpointcapital.com](mailto:crafton@flowpointcapital.com)