

# Subscription Agreement.

# **TEIKO Equity FX Global Fund SCSp**

A special limited partnership (société en commandite spéciale) subject to the Luxembourg law of 10 August 1915 on Commercial Companies, as amended (the "Company Law")

Registered office: 38 Avenue du X Septembre L-2550 Luxembourg R.C.S. Luxembourg: B 243701 (the Partnership)

The present Subscription Agreement is submitted to a limited number of potential eligible investors on a confidential basis. The recipient undertakes that neither it nor any of its employees or advisers (as the case may be) shall use the information for any purpose other than for evaluating its future investment in TEIKO Equity FX Global Fund SCSp or divulge such information to any other party. This document shall not be photocopied, reproduced or distributed to others without the prior written consent of TEIKO Asset Management S.à r.l., acting as the managing general partner (associé gérant commandité) of TEIKO Equity FX Global Fund SCSp.

# FOR PRIVATE PERSON.

Please complete this Subscription Agreement (the "Subscription Agreement") and the KYC FORM A in full using block capitals and black ink and sign it. We reserve the right not to process incomplete or unsigned applications. Your application is subject to the final acceptance of TEIKO Asset Management S.à r.l. (the "General Partner"). Please return the duly signed form along with all the required identification documents by mail or by fax with the original to follow by mail with the mention "do not duplicate sent by fax on [date]" and without undue delay to:

Opportunity Financial Services SA (Administrator and Transfer Agency Service)
18 Rue Robert Stümper, L2557 Luxembourg

Fax: +352 28 12 59 | Tel: +352 26 38 92 40 | E-mail: teiko@opportunityfs.com

THE INVESTOR (the "Investor") HEREBY AGREES TO BECOME A PARTY TO AND BE BOUND IN ALL RESPECTS BY THE PROVISIONS OF:

- The Limited Partnership Agreement of TEIKO Equity FX Global Fund SCSp (the "Partnership") as may be amended from time to time (the "LPA"), by signing forthwith the LPA;
- The Offering Memorandum of TEIKO Equity FX Global Fund SCSp dated January 2025 currently in force and as may be amended from time to time (the "Offering Memorandum");
- The present Agreement.



#### **Subscription to Units in the Partnership:**

The Investor hereby commits to subscribe to Units for a total amount equal to

## THE INVESTOR HEREBY DECLARES AND ACKNOWLEDGES:

- To have received and read a copy of the LPA and of the Offering Memorandum;
- To have reviewed the LPA and the Offering Memorandum and to understand the risks of, and other considerations relating to, the purchase of Units as well as the investment objectives, policies and strategies of the Partnership;
- To consent to the content of the LPA and of the Offering Memorandum;
- To have received satisfactory answers and clarifications by duly authorized representatives of the Partnership on all questions raised by the Investor.
- That the General Partner, on behalf of the Partnership, has made available to the Investor all documents that it has requested relating to an investment in the Partnership;
- That, in evaluating the suitability of an investment in the Partnership, the Investor has not relied upon any representations or other information (whether oral or written) other than as contained in the foregoing documents or written answers to questions furnished to the Investor by the Partnership and the General Partner, and the Investor acknowledges that such information has not been supplemented to reflect significant changes in the structure and the terms of the investment (whether or not reflected in this Subscription Agreement).

#### 1. APPLICANT DETAILS.

Please complete the information listed below:

Title	Mr Mrs	Ms	Sex	M	F
First Name			Last Name		
Residential	Street / N°				
Address <sup>1</sup>	City / Town				
	Post Code				
	Country				
Tel		Fax			
Mail <sup>2</sup>					
Nationality					
Date of Birth		Plac Cou	ce of Birth (City and ntry)		

<sup>(1)</sup> This address will be the registered address for the purpose of the Partner's Register. Evidence of such address is requested. PO Boxes or 'care of' addresses are not accepted.

<sup>(2)</sup> This Email address will be used to send you the notices of information and the convening notices to the general meetings of the Partnership.



#### 1.2 INDIVIDUAL - CO HOLDER.

You are acting as either:	2 <sup>nd</sup> Co-holder o	of the joint acco	unt¹ or	2nd (	Co-holder of the	e common account <sup>1</sup>
Title	Mr Mrs	s Ms	Sex		M	F
First Name			Last Name			
Residential	Street / N°					
Address <sup>3</sup>	City / Town					
	Post Code					
	Country					
Tel		Fax				
Mail						
Nationality						
Date of Birth		Plac Cou	e of Birth (Cit ntry)	ty and		

# 2. INVESTMENT DETAILS.

You may apply for Units in one or more classes of Units by completing the information below. By signing this Subscription Agreement, you irrevocably undertake to purchase the Units below in compliance with the terms and conditions of the Offering Memorandum:

Name of Partnership	Class of Units	International Security Code (ISIN – common code)	Currency (ISO Code)	Invested Amount <sup>4</sup>
TEIKO Equity FX Global Fund SCSp	Class A	LU2168654304		
TEIKO Equity FX Global Fund SCSp	Class B	LU2168655616		
TEIKO Equity FX Global Fund SCSp	Class C	LU2978923477		

<sup>1.</sup> This address will be the registered address for the purpose of the Partner's Register. Evidence of such address may be requested. PO Boxes or 'care of' addresses are not accepted.

The invested amount represents your hard commitment and your total subscription in the relevant Class of Units within the Partnership.

<sup>(3)</sup> This address will be the registered address for the purpose of the Partner's Register. Evidence of such address may be requested. PO Boxes or 'care of' addresses are not accepted.



#### **PAYMENT INSTRUCTIONS:**

Please use the following bank account details to transfer your subscription payment with reference to the Name of Partnership and Class of Units (if any) invested. Cleared funds should be received before the relevant Cut-Off Time (as defined in the Offering Memorandum). Payment of your investment must be drawn on a bank account opened in your own name. **No third party payments will be executed.** We reserve the right to not accept a payment executed by a credit institution not governed by AML laws equivalent to those of European laws.

Bank's details	Country	BIC/SWIFT Code
<b>European Depositary Bank SA</b> 3 Rue Gabriel Lippmann, L-5365, Luxembourg	Luxembourg	WBWCLULLXXX
Account Name	Currency	IBAN
TEIKO Equity FX Global Fund SCSp	EUR	LU320580000503312000

#### 3. TERMS & CONDITIONS.

#### 1- CORRESPONDENCE:

The Investor hereby agrees to receive any communication by means of publication on the following website https://teikoam.com/ or by email or fax, including, without limitation and information in connection with anti-money laundering inquiries and status.

The Investor acknowledges that email or facsimile is not a secure means of communication and recognizes and fully accepts the associated risks pertaining to the sending of documents by the Registrar and Transfer Agent via email or fax including, without limitation, loss of information, errors, misdelivery, mistransmission, delivery delays (including without limitation those resulting from the Registrar and Transfer Agent's systems, networks, processes or procedures), deletions in error (including without limitation those resulting from the Registrar and Transfer Agent's systems, networks, processes or procedures), and unwanted access by third parties (including without limitation viruses, falsification, forgery and misuse of data), for which the Registrar and Transfer Agent shall not be responsible.

The Investor hereby agrees and undertakes that it will be liable for all demands, claims, actions, proceedings, losses, damages or other liabilities and costs and expenses that may arise or which the Registrar and Transfer Agent may suffer in sending the appropriate document(s) to the addressee as designated by the Registrar and Transfer Agent. This authorization shall continue in effect until the Investor informs the Registrar and Transfer Agent in writing that it wishes to revoke this authorization.

The investor hereby authorizes the Registrar and Transfer Agent and/or the Partnership to send correspondence by electronic mail or fax to any of the email address/es and/or fax numbers provided to the Registrar and Transfer Agent, and agrees that it may send the Investor communications via these means unless and until it receives written notice from the Investor withdrawing consent for the same.



## 2- EXCHANGE RATES AND FEES:

The Investor hereby acknowledges that if subscription is made and paid in a currency different from the official denomination of the relevant Class (as and when available), such subscription will be processed at the applicable outstanding exchange rate and any applicable exchange fees and expenses will be charged to the Investor.

# 4. DECLARATIONS.

Accuracy of information	I certify that all the information provided in this document and in the declaration of beneficial owner is accurate and complete and undertake to immediately notify Opportunity Financial Services SA if any of the information provided in this document changes (in particular if you have stated that you are an institutional investor and do not qualify as such anymore, change of name, contact, status, structure, ultimate economic beneficiaries) and submit a new agreement within 30 days.
Subscription Agreement, Offering Memorandum and Limited Partnership Agreement	I declare that I have read, agreed and understood the contents of this Subscription Agreement and that I have had the opportunity prior to completing this agreement to request and read the Offering Memorandum and Limited Partnership Agreement of the Partnership. I understand that the subscription for Units is made subject to the terms of such documents and the terms and conditions of this agreement (including the application notes).
Beneficial Owner	I hereby confirm that the investment is made on the applicant's own behalf;  I hereby confirm that the investment is made in my name but on behalf of my clients and that I have identified and verified the identity of underlying clients and their ultimate economic beneficiaries as well as the origin of the money invested. None of such clients and ultimate economic beneficiaries is named on list of prohibited country, territories, entities and individuals maintained by the OFAC, the EU or my financial supervisory authority.  I am the ultimate economic beneficiary of the Units invested; or  I am not the ultimate economic beneficiary and I have provided the additional declaration to identify the ultimate economic beneficiaries.
Capacity	I declare that I have full legal capacity to subscribe in, hold and/or deal with the Units.
Non U.S. Person	I hereby declare that Units are not acquired directly or indirectly or on behalf of a US Person as defined in the Offering Memorandum nor a corporation controlled by, or a majority of whose shares are held by, US Persons or by or on behalf of any person in any other jurisdiction that would be restricted or prohibited to acquire Units.  I acknowledge that the Partnership is not registered under the U.S. Securities Act of 1933 or other laws governing the U.S. Securities industry.
Transfer Restrictions	I agree that the Units cannot be sold or transferred to or for the account of any US Person or in the USA or in or for the account of any person in any other jurisdiction that would be restricted or prohibited to acquire Units.
Origin of Funds	I confirm that the monies invested do not originate directly or indirectly from illegal or criminal activities and more generally do not contravene to applicable anti-money laundering laws and regulations.



Fax or other electronic transmission	I agree that the Partnership and its agents (including Opportunity Financial Services SA) is authorized to accept and execute any future instructions received by fax and/or electronic instruction without subsequent written confirmation and until written notice of the contrary, the applicant assuming all risks, e.g. those arising from an error in communication or comprehension as well as those arising from fraud and release the Partnership from any liability in that respect.
TAX Compliance	I/We confirm that I/we did declare all revenues to the competent tax authorities and that the source of funds is not related to tax evasion in any other jurisdiction.
Eligible Investor	I confirm to fulfill the criteria to qualify as an "eligible" investor as per the definition in the Offering Memorandum and the LPA.
KID	I do declare to adhere to the status of professional investor according to the European Regulation N°1286/2014 of the European Parliament of the Council of 26 November 2014 on key information documents (KID) for packaged retail and insurance-based investment products (PRIIPs), published on 9 December 2014 in the Official Journal of the European Union.



#### 5. REPRESENTATION AND WARRANTIES.

We, the Investor hereby declare, confirm represent and warrant to, and agree with the General Partner (for itself and on behalf of the Partnership) as follows:

- 1) We are knowledgeable, sophisticated and experienced in business and financial matters; we fully understand and agreed with the limitations on Transfer described in the Offering Memorandum and the LPA; we are able to bear the economic risk of our investment in the Partnership for the duration of the Partnership, we are presently able to afford the complete loss of such investment and we are under no present or contemplated future need to dispose of any Units to satisfy any existing or contemplated undertaking, need or indebtedness; and we have been afforded access to information about the business and management of the Partnership sufficient to enable us to evaluate our investment in the Partnership.
- 2) We also represent and warrant that: (i) (if the Investor thereunder is not a natural person) the Person we act on behalf of is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated; (ii) we have all requisite power and authority to invest in the Partnership, as provided herein; (iii) such investment will not result in any material violation of or conflict with (x) any term of the charter or by-laws applicable or any other organisational document or (y) any instrument by which we are bound or any law or regulation applicable; (iv) such investment has been duly authorised by all necessary action on our behalf; and (v) this Subscription Agreement has been duly executed and delivered on our behalf and constitutes our legal, valid and binding agreement enforceable against us in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganisation, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).
- 3) We are not the subject of any bankruptcy or insolvency proceedings, restructuring, receivership, liquidation, administration, proceedings for money laundering or any other proceedings having equivalent effects.
- 4) There are no material actions, proceedings or investigations pending or, to the best of our knowledge, threatened against ourselves or any of our affiliates or ultimate beneficial owner(s).
- 5) We are not relying on the Partnership and the General Partner or any company related thereto, or any of their partners, members, officers, counsels, agents or representatives for legal, investment or tax advice. We will seek independent legal, investment and tax advice to the extent necessary or appropriate in connection with our decision to commit to subscribe in the Partnership.
- 6) All written information which we have provided under this Subscription Agreement is correct and complete as of the date hereof and may be relied upon. Should there be any material change in such information prior to acceptance of this Subscription Agreement, we will immediately provide the Partnership with notice of such change.
- 7) We are aware that personal information given on this Subscription Agreement or otherwise in connection with the Commitment and details of our participation may be disclosed to the General Partner, any other companies affiliated to the General Partner and any delegate thereof, for the purpose of developing and processing the business relationship with us.



#### CONFIDENTIALITY:

The Investor understands, agrees and acknowledges to the use and disclosure of all information relating to the Partnership, including all information contained in the Partnership Documents, this Subscription Agreement and any other Partnership's documentation as well as any reports and accounts (if any) received by the Investor relating to the Partnership notably in accordance with the provisions of the Offering Memorandum.

#### DATA PROTECTION:

The Investor is hereby informed and expressly consents, by signing this document, to the processing of the data voluntarily provided in this document to, as well as of any data which might be provided, for the enforcement of the agreement or regarding a query, application, or the contracting of any service or product, even after the end of the contractual relation, to the Partnership, any member of the General Partner or its affiliates (the "Group").

The Partnership (or its General Partner) as data controller; and the Administration Agent; the Investment Manager; the Advisor; the Depositary and/or any of the Partnership's service providers or other third parties when required by law or regulation (Luxembourg or otherwise) as processors, will have access to those personal data provided.

This personal data shall be held on computer and processed by the Partnership, the General Partner or their agents or delegates (as set out in the respective service agreements if any).

Such data will be processed for the purposes of carrying out the services of the Partnership and the General Partner as prescribed by applicable laws such as maintaining the register of Shareholders of the Partnership and providing financial and other information to Shareholders, and to comply with applicable legal obligations including client identification and tax reporting obligations.

Please, **check this box** in case you accept the processing and communication of your personal data (as client's representative) by the Partnership, for the delivery of information and advertising on the Partnership products and services, or the various Group companies' products and offers.

Only to the extent that you have accepted, the accepted purposes include the delivery of information and advertising, including via email, on offers, products, recommendations, services, promotional items, and customer loyalty campaigns of the Partnership and the various Group companies; data extraction and storage, and marketing surveys to adapt our commercial offers to your specific profile, and once the existing contractual relationship ends.

In order to adequately enforce the subscription agreement and be able to offer you services according to your needs, on the basis of the information provided, we will create different profiles based on your interests and needs and on the Group business strategy, and as a result automated decisions will be taken on the basis of these profiles.

The Partnership and the General Partner will take reasonable steps to ensure that all personal data in relation to Investors is recorded accurately and maintained in a secure and confidential format. Such personal data will be retained only as long as necessary or in accordance with applicable laws and will only be disclosed to such third parties and agents or delegates as may be permitted under applicable laws or, where appropriate, with the prior consent of the relevant Investors. This may include disclosure to third



parties such as auditors and the regulators and to agents or delegates of the Partnership and the General Partner who process the data inter alia for anti-money laundering purposes, tax laws and regulations such as, but not limited to FATCA and common reporting standard ("CRS") on OECD and EU levels or for compliance with other Luxembourg legal or regulatory requirements.

Personal data may also be transferred and/or disclosed to any member of the General Partner or its affiliates. Transfers/disclosures will be made in such parties legitimate interest for the purposes of maintaining global client records and providing centralized administrative services and Shareholders' servicing also in countries, where the Partnership is offered to subscription or distributed. As part of the communications described in the previous paragraphs, international data transfers may be made to third parties or international organizations, whether there exists a European Commission decision on their adequacy or not. International transfers to countries that cannot guarantee an adequate protection level shall be made on an exceptional basis and will be made whenever they are necessary for the adequate development of the contractual relationship.

The Group has data protection clauses to adequately ensure the protection of your data as part of the communication and international transfer of your data in countries in which they can be applied.

Should the data provided pertain to physical persons other than the client, the latter guarantees that he/she has obtained and has their prior consent for the communication of their data and has informed them, prior to their inclusion in this document, of the purposes of the data processing, communications, and other terms established herein.

The Investor guarantees the accuracy and truthfulness of the personal data provided, undertaking to keep them duly updated and to notify any changes in them.

The personal data provided will be kept for the period established on the basis of these criteria: (i) legal obligation of conservation; (ii) term of the contractual relationship and service of any responsibilities derived from said relationship; and (iii) request of removal by the interested party in the applicable cases.

Under the terms and scope established in the regulations in force, any person is entitled to:

- confirm whether the Group is processing personal data that concern you, and access them and the information related to their processing.
- request the rectification of inaccurate data
- request the removal of data, among other reasons, when they are required for the purposes for which they were collected, in which case the Group will cease to process the data except for the filing of or defense against potential claims.
- request the limitation of the processing of your data, in which case they will only be processed with your consent, with the exception of their storage and use for the filing of and defense against claims or for the protection of the rights of another natural or legal person or for reasons of significant public interest in the European Union or in a certain Member State.
- object to the processing of your data, in which case, the Group shall cease to process your data, except for the defense against potential claims.
- receive, in a structured, widely-used format that can be mechanically read, the personal data that concern you and that you have provided to the Group or request that the Group transfer them directly to another controller when technically possible.
- withdraw the consent granted, if applicable, for the purpose above, without affecting the lawfulness
  of the processing based on consent prior to withdrawal.



The aforementioned rights of access, rectification, removal, limitation, objection, and transferability may be directly exercised by the data owner or its legal or voluntary representative, through a written communication sent to the Partnership or teiko@opportunityfs.com.

The interested party may file a claim with the CNPD (National Commission for Data Protection), particularly when it considers that it has not achieved satisfaction in the exercise of its rights, through the website provided for this purpose by the relevant Control Authority.

The Investor further acknowledges and accepts that the Partnership, the General Partner or the service providers (if applicable) will report any relevant information in relation to the Investor's investment in the Partnership to the Luxembourg tax authorities which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in the FATCA Law and the CRS Law, on OECD and EU levels or equivalent Luxembourg legislation.

The Investor expressly recognizes that the Partnership (or its General Partner or entities within the Group) will accept no liability with respect to any unauthorized third party receiving knowledge of or having access to such personal data, except in the case of negligence or misconduct by the Partnership (or its General Partner or entities within the Group or any of their partners, officer, director, employees or offices).

#### 6. GOVERNING LAW.

The validity, construction and performance of this Subscription Agreement will be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

The courts of the District of Luxembourg-City have exclusive jurisdiction to settle any dispute arising out of or in connection with this Subscription Agreement, including a dispute regarding the existence, validity or termination of this Subscription Agreement.

#### 7. AML/KYC DOCUMENTS.

**Please complete the KYC Form A - attached** to this Subscription Agreement and send it along with the documents you are required to provide in order to subscribe to Units, to **Opportunity Financial Services SA.** Subscriptions may be accepted temporarily on the basis of the receipt of documents sent by fax but subject to the receipt by mail of the original signed Subscription Agreement and identification documents.

The Partnership reserves the right to reject any application in whole or in part in which event the application monies or any balance thereof will be passed to the applicant at his own risk within fourteen days of the rejection of the application.

Pursuant to the applicable Luxembourg laws and to the circulars of the Luxembourg competent supervisory authority, obligations have been outlined to prevent the use of undertakings for collective investment such as the Partnership for money laundering purposes. As a result of such provisions, the following identification documents are required to proceed to the subscription.



# 8. SIGNATURES.

By signing hereunder, I expressly agree with all provisions mentioned in this Subscription Agreement:

Name / Denomination	Title	Date (dd/mm/yy)	Signature



# **SELF-CERTIFICATION FATCA CRS.**

#### Preamble:

- We are submitting or sending this Self-Certification form to you as an investor / subscriber since, as a Reporting Financial Institution, we are obliged under Luxembourg laws and regulations to collect and report to the Luxembourg tax authorities certain information about certain of our investors/subscribers (hereinafter collectively referred to as "Account Holders").
- For joint or multiple Account Holders, please complete a separate Self-Certification Form for each Account Holder. If you are completing the Self-Certification Form on behalf of (an) Account Holder(s), then you should indicate the capacity in which you have signed in Section 4.
- Should you have any questions about this Self-Certification Form or defining your FATCA or CRS status, please approach your tax adviser or local tax authority.
- For further information on the CRS please refer to the OECD automatic exchange of information portal: http://www.oecd.org/tax/automatic-exchange/
- Account Holders that are Uentities should not complete this Self-Certification FormU but should complete the Self-Certification Form entitled "Entities Self-Certification for FATCA and CRS purposes".

# SCETION 1. Account Holder Identification (please refer to glossary):

Name / Family Name:			
	Current Residential Address		
Number, street			
Town / City			
Postal Code / ZIP Code			
Country			
Mailing Address (if different from above)			
Number, street			
Town / City			
Postal Code / ZIP Code			
Country			
Place of Birth			
Town or City of Birth	Country of Birth		
Date of Birth (DD/MM/YYYY)			



# SECTION 2. FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes:

Please	tick either (a) or (b) and complete as appropri	ate.
		resident in the U.S. for tax purposes (qualifying as a Taxpayer Identifying Number (U.S. TIN) is as follows
	OR	
	(b) I confirm that I am not a U.S. citizen or re	sident in the U.S. for tax purposes.
	ON 3. CRS Declaration of Tax Residence (presidence)	lease note you may have more than one country
		tax resident in more than one country, please indicate on Number(s) (TIN) issued by each respective country
	Country(ies) of tax residence	TIN(*)
	Country(ies) of tax residence	TIN(*)
	Country(ies) of tax residence	TIN(*)
	Country(ies) of tax residence	TIN(*)
		esident in a jurisdiction that does not issue a TIN. If



# **SECTION 4. Declarations and Undertakings:**

I declare that the information provided in this self-certification form is, to the best of my knowledge and belief, accurate and complete.

I undertake to advise the recipient within 30 days and provide an updated Self-Certification Form, where any change in circumstances occurs, which causes any of the information contained in this form to be incorrect.

I acknowledge that, in case the country(ies) of tax residence I have listed in the table here above are CRS Reportable Jurisdiction(s), and/or I am a Specified US Person (and consequently confirmed this status and provided my US TIN here above) the information disclosed in this form, together with required information related to the financial account held by me with the recipient will be reported to the Luxembourg tax authorities, and subsequently exchanged with the tax authorities of the countries that are CRS Reportable Jurisdiction(s) listed in Section 3, and/or for FATCA purposes, to the US competent authorities, pursuant to the Luxembourg laws containing the CRS respectively FATCA reporting obligations.

I acknowledge that, as per these Luxembourg laws, answering questions related to the information disclosed in this Self Certification Form is mandatory. Upon request I will have access to the personal data that will be disclosed to the Luxembourg tax authorities, and I will be in a position to rectify any of my personal data. The data collected will not be kept longer than necessary for the purposes of the Luxembourg CRS and FATCA laws.

Capacity	
Signature	
Name	
Date (dd/mm/yyyy)	