



# OCP Senior Credit Fund International, Ltd. – Series F and Series O

TO: OCP Senior Credit Fund International, Ltd. (the “Fund”)  
AND TO: Onex Credit Partners, LLC (the “Investment Manager”)<sup>1</sup>  
AND TO: Onex Canada Asset Management Inc. (the “the Investment Manager Affiliate”)  
AND TO: SS&C Fund Services (Bermuda) Ltd. (the “Administrator”)

In connection with the purchase by the undersigned purchaser (the “Subscriber”) of Common Shares of the Fund (the “Common Shares”) of the class and sub-class selected in the subscription agreement of the Subscriber (the “Subscription Agreement”) attached to this Canadian Addendum (this “Addendum”), the Subscriber hereby represents, warrants, covenants and certifies to the Fund, the Investment Manager, the Investment Manager Affiliate and the Administrator that:

1. The Subscriber is resident in, or is subject to, the laws of a province or territory of Canada as set out in the Subscription Agreement.
2. The Subscriber is purchasing the Shares as principal, except as otherwise indicated in the Subscription Agreement.
3. The Subscriber has been furnished with a copy of the Fund’s Canadian Confidential Offering Memorandum, which incorporates by reference the Confidential Explanatory Memorandum dated September 2023 attached thereto (collectively, the “Explanatory Memorandum”). The Subscriber has carefully read and understands the Memorandum. The Subscriber has relied solely on the information contained in the Memorandum in deciding whether to invest in the Fund (irrespective of any other materials or information furnished to the Subscriber in connection with such investment).
4. By purchasing the Shares, the Subscriber acknowledges and agrees that the Fund is required to include certain information (“required information”) pertaining to the Subscriber in Schedule I of Form 45-106F1 under NI 45-106 (including the Subscriber’s name, address, telephone number, the value of the Shares purchased, the prospectus exemption relied upon by the Fund in respect of the Subscriber, whether the Subscriber is a person or company registered or required to be registered under the *Securities Act* (Ontario) and whether the Subscriber is an insider of the Fund). Form 45-106F1 is required to be filed by the Fund with Canadian securities regulatory authorities and such required information may become available to the public in accordance with the requirements of applicable laws. The Subscriber consents to the disclosure of that information. In addition, each Subscriber whose subscription is accepted by or on behalf of the Fund will be deemed to have represented to the Fund that the Subscriber (a) has been notified by the Partnership (i) that the required information will be delivered to the securities regulatory authority or regulator in the purchaser’s local jurisdiction(s) (the “Regulator”) where the Form 45-106F1 is filed in accordance with NI 45-106, (ii) that such required information is being collected indirectly by the Regulator under the authority granted to it in securities legislation, (iii) that such required information is being collected for the purposes of the administration and enforcement of the securities legislation of the purchaser’s local jurisdiction, and (iv) that the public official who can answer questions about the Regulator’s indirect collection of personal information is as set forth under “Representations of the Investors” in the Canadian Confidential Explanatory Memorandum.
5. The Subscriber is not a person that is registered or required to be registered under applicable Canadian securities laws.
6. (a) If the Subscriber is resident in a province or territory of Canada, other than the province of Ontario, such purchaser is purchasing (or deemed to be purchasing) as principal and meets one or more of the criteria to be classified an “accredited investor” as defined in National Instrument 45-106 – Prospectus Exemptions (“NI 45-106”) and as indicated below but was not created and is not being used solely to purchase or hold securities as an “accredited investor”;  
  
(b) If the Subscriber is resident in the province of Ontario, such purchaser is purchasing (or deemed to be purchasing) as principal and meets one or more of the criteria to be classified an “accredited investor” as defined in NI 45-106 or Section 73.3(1) of the *Securities Act* (Ontario) as indicated below but was not created and is not being used solely to purchase or hold securities as an “accredited investor.”

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<sup>1</sup> On or around December 1, 2023, Gluskin Sheff + Associates Inc. intends to change its name to Onex Canada Asset Management Inc.

{Please initial beside the section(s) of the definition below that is applicable to the Subscriber. See below for definitions used to define “accredited investor”}

## ENTITIES:

- (1) except in Ontario, a Canadian financial institution or a Schedule III bank;
- (2) in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1(1) of the Securities Act (Ontario);
- (3) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada);
- (4) a subsidiary of any person referred to in paragraphs (1), (2) or (3), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- (5) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- (6) in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
- (7) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada;
- (8) in Ontario, the Government of Canada or the government of a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada;
- (9) a municipality, public board or commission in Canada and a metropolitan community, school board, the *Comité de gestion de la taxe scolaire de l'île de Montréal* or an intermunicipal management board in Québec;
- (10) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (11) except in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (12) in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada;
- (13) a person, other than an individual or investment fund, that has net assets of at least C\$5,000,000 as shown on its most recently prepared financial statements, provided that such person is not created or used solely to purchase or hold securities as an “accredited investor”;
- (14) an investment fund that distributes or has distributed its securities only to:
  - (a) a person that is or was an accredited investor at the time of the distribution,
  - (b) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 (*Minimum amount investment*) and 2.19 (*Additional investment in investment funds*) of National Instrument 45-106 - *Prospectus and Registration Exemptions*, or
  - (c) a person described in paragraph (a) or (b) that acquires or acquired securities under section 2.18 (*Investment fund reinvestment*) of National Instrument 45-106 - *Prospectus and Registration Exemptions*;
- (15) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- (16) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

- (17) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
  - (18) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
  - (19) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (1) to (5) or paragraph (11) in form and function;
  - (20) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
  - (21) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;
  - (22) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
  - (23) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.
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#### INDIVIDUALS:

- (1) except in Ontario, an individual registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- (2) in Ontario, an individual registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
- (3) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (1);
- (4) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- (5) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds C\$5,000,000;
- (6) an individual acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction; or
- (7) an individual that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as:
  - (a) an accredited investor, or
  - (b) an exempt purchaser in Alberta or British Columbia after National Instrument 45-106 - *Prospectus and Registration Exemptions* comes into force.

**NOTE: The following definitions are included for convenience:**

“bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“Canadian financial institution” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

“director” means (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“financial assets” means (a) cash, (b) securities, or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“investment fund” has the same meaning as in National Instrument 81-106 – *Investment Fund Continuous Disclosure*;

“person” includes (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“related liabilities” means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets;

“Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“spouse” means, an individual who

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada) from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and

“subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

- 7. The Subscriber is a “permitted client” within the meaning of National Instrument 31-103—*Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“NI 31-103”) by virtue of satisfying the indicated criterion set out below:

{Please initial beside the section(s) of the definition below that is applicable to the Subscriber. See below for definitions used to define “permitted client”}.

A “permitted client” as defined in NI 31-103 includes:

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**ENTITIES:**

- (1) a Canadian financial institution or a Schedule III bank;
- (2) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- (3) a subsidiary of any person or company referred to in paragraph (1) or (2), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;

- (4) a person registered under the securities legislation of a jurisdiction of Canada as an adviser, investment dealer, mutual fund dealer or exempt market dealer;
- (5) a pension fund that is regulated by either the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of such a pension fund;
- (6) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (1) to (5);
- (7) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;
- (8) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (9) a municipality, public board or commission in Canada and a metropolitan community, school board, the *Comité de gestion de la taxe scolaire de l'île de Montréal* or an intermunicipal management board in Québec;
- (10) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;
- (11) a person acting on behalf of a managed account managed by the person or company, if the person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- (12) an investment fund if one or both of the following apply:
  - (a) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada, or
  - (b) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;
- (13) a registered charity under the *Income Tax Act* (Canada) that obtains advice on the securities to be traded from an eligibility adviser, as defined in section 1.1 of NI 45-106, or an advisor registered under the securities legislation of the jurisdiction of the registered charity;
- (14) a person or company that is entirely owned by an individual or individuals referred to in paragraph (20), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction;
- (15) a person, other than an individual or an investment fund, that has net assets of at least C\$25 million as shown on its most recently prepared financial statements; or
- (16) a person that distributes securities of its own issue in Canada only to permitted clients.

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## INDIVIDUALS:

- (1) an individual registered under the securities legislation of a jurisdiction of Canada as an adviser, investment dealer, mutual fund dealer or exempt market dealer;
- (2) an individual acting on behalf of a managed account managed by the individual, if the individual is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction; or
- (3) an individual who beneficially owns financial assets, as defined in section 1.1 of NI 45-106 having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds C\$5 million.

**NOTE: The following definitions are included for convenience:**

“bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“Canadian financial institution” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

“director” means (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“financial assets” means (a) cash, (b) securities, or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“investment fund” has the same meaning as in National Instrument 81-106 – *Investment Fund Continuous Disclosure*;

“person” includes (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“related liabilities” means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets;

“Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“spouse” means, an individual who

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada) from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and

“subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

8. The Subscriber:

- (a) acknowledges that it is not relying on either the Investment Manager or the Investment Manager Affiliate, in its capacity as an investment fund manager, exempt market dealer or portfolio manager, as applicable to ensure that an investment in the Fund by the Subscriber is suitable for the Subscriber and that, based on the information in the Memorandum and based on the advice of the Subscriber’s own advisers, the Subscriber has made that determination;
- (b) expressly requests that neither the Investment Manager or the Investment Manager Affiliate fulfil any applicable regulatory requirement that either the Investment Manager or the Investment Manager Affiliate, as an investment fund manager, exempt market dealer or portfolio manager, take reasonable steps to ensure that an investment in the Fund is suitable for the Subscriber or to inform the Subscriber of its opinion that any such investment may not be suitable for the Subscriber; and
- (c) acknowledges that under NI 31-103, certain provisions intended to provide additional protections to investors, including certain relationship and other disclosures, reporting obligations and business conduct requirements of the Investment Manager and the Investment Manager Affiliate, as applicable, do not apply because the Subscriber constitutes a permitted client.

9. The Subscriber hereby:

- (a) acknowledges that each of the Investment Manager Affiliate, the Fund and the Investment Manager seek to comply with their respective obligations under all laws, regulations, orders, directives and administrative pronouncements concerning money laundering and related, terrorism financing, sanctions laws and other criminal activities, including, without limitation the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the “PCMLTFA”), the *Criminal Code (Canada)* and all sanctions (in each case, as in effect from time to time, collectively “Canadian Anti-Money Laundering Laws”);

- (b) represents, warrants and certifies that none of the funds being used to purchase Shares are, to the best of the Subscriber's knowledge, proceeds obtained or derived, directly or indirectly, as a result of illegal activities, and:
- (i) the funds being used to purchase the Shares and advanced by or on behalf of the Subscriber (or any ultimate investor for which the Subscriber is acting as agent) to the Fund do not represent proceeds of crime for the purpose of the *Criminal Code (Canada)*, the PCMLTFA or any other Anti-Money Laundering Laws;
  - (ii) the Subscriber (and any ultimate investor for which the Subscriber is acting as agent) is not a person or entity with or in respect of whom transactions may be prohibited under Part II.1 of the *Criminal Code (Canada)* or under the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism, the United Nations Al-Qaida and Taliban Regulations, the Regulations Implementing the United Nations Resolutions on the Democratic People's Republic of Korea, the United Nations Democratic Republic of the Congo Regulations, the United Nations Iraq Regulations, the Regulations Implementing the United Nations Resolution on Eritrea, the Regulations Implementing the United Nations Resolution on Lebanon, the Regulations Implementing the United Nations Resolutions on Iran, the Regulations Implementing the United Nations Resolutions on Mali, the Regulations Implementing the United Nations Resolutions on Somalia, the Regulations Implementing the United Nations Resolution on South Sudan, the United Nations Sudan Regulations, the Regulations Implementing the United Nations Resolutions and Imposing Special Economic Measures on Libya, the Special Economic Measures (Burma) Regulations, the Special Economic Measures (Iran) Regulations, the Special Economic Measures (Nicaragua) Regulations, the Special Economic Measures (Zimbabwe) Regulations, the Freezing Assets of Corrupt Foreign Officials (Tunisia) Regulations, the Special Economic Measures (Syria) Regulations, the Special Economic Measures (Democratic People's Republic of Korea) Regulations, the Special Economic Measures (Russia) Regulations, the Freezing Assets of Corrupt Foreign Officials (Ukraine) Regulations, the Special Economic Measures (Ukraine) Regulations, the Regulations Implementing the United Nations Resolutions on the Central African Republic, the Regulations Implementing the United Nations Resolution on Yemen, the Special Economic Measures (Venezuela Regulations) or the Special Economic Measures (South Sudan) Regulations or any other regulations that may be adopted under the Special Economic Measures Act (Canada), the United Nations Act (Canada), the Freezing of Assets of Corrupt Foreign Officials Act (Canada), the Justice for Victims of Corrupt Foreign Officials Regulations or any other regulations that may be adopted under the Justice for Victims of Corrupt Foreign Officials Act (Canada) (Sergei Magnitsky Law), or any other economic sanctions laws administered by Global Affairs Canada or the Department of Public Safety Canada, or any legislation, regulations or instruments enacted or adopted in connection therewith, as in effect from time to time (collectively, the "Canadian Economic Sanctions Legislation");*
  - (iii) if the Subscriber is an entity, (A) the Subscriber is in compliance with all applicable Canadian Anti-Money Laundering Laws and, if legally required to maintain anti-money laundering policies ("AML Policies") does so as required; (B) the Subscriber's AML Policies, if applicable, have been approved by legal counsel or internal compliance personnel reasonably informed concerning anti-money laundering issues; and (C) the Subscriber has not received a deficiency letter, negative report or any similar determination regarding its compliance with any applicable anti-money laundering laws and regulations and, if applicable, its AML Policies, from a person responsible for reviewing or auditing compliance therewith or from a regulator;
  - (iv) are being tendered on behalf of a person or entity who has not been identified to the Subscriber;
  - (v) none of the Subscriber or the Subscriber's mother or father, child, spouse or common-law partner, spouse's or common-law partner's mother or father, or brother, sister, half-brother or half-sister, is: (i) a politically exposed foreign person;<sup>2</sup> (ii) a politically exposed domestic person;<sup>3</sup> or (iii) the head of an international organization,<sup>4</sup> a prescribed family member of the head of an international organization, or a person who the person or entity knows or should reasonably know is closely associated, for personal or business reasons, with a politically exposed foreign person, a politically exposed domestic person or the head of an international organization. The Subscriber will immediately notify the Investment Manager Affiliate and the Investment Manager if the status of any such person in this regard changes; and

2 "politically exposed foreign person" means a person who holds or has held one of the following offices or positions in or on behalf of a foreign state: (a) head of state or head of government; (b) member of the executive council of government or member of a legislature; (c) deputy minister or equivalent rank; (d) ambassador, or attaché or counsellor of an ambassador; (e) military officer with a rank of general or above; (f) president of a state-owned company or a state-owned bank; (g) head of a government agency; (h) judge or a supreme court, constitutional court or other court of last resort; (i) leader or president of a political party represented in a legislature; or (j) holder of any prescribed office or position.

3 "politically exposed domestic person" means a person who, at a given time, holds — or has held within a prescribed period before that time — one of the offices or positions referred to in any of the following paragraphs (a) to (j) in or on behalf of the federal government or a provincial government or the office or position referred to in paragraph (k) in a municipal government: (a) Governor General, lieutenant governor or head of government; (b) member of the Senate or House of Commons or member of a legislature; (c) deputy minister or equivalent rank; (d) ambassador, or attaché or counsellor of an ambassador; (e) military officer with a rank of general or above; (f) president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province; (g) head of a government agency; (h) judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada; (i) leader or president of a political party represented in a legislature; (j) holder of any prescribed office or position; or (k) mayor.

4 "head of an international organization" means the head of an international organization that is established by the governments of states or the head of an institution of any such organization.

(vi) acknowledges that the Investment Manager Affiliate and the Investment Manager may in the future be required by law to disclose the Subscriber's name and other information relating to the Subscriber (and any ultimate investor for which the Subscriber is acting as agent) and any purchase of Shares, on a confidential basis, pursuant to the Canadian Anti-Money Laundering Laws and the Canadian Economic Sanctions Legislation or as otherwise may be required by applicable laws, regulations or rules, and by accepting delivery of the Memorandum, the Subscriber (and any ultimate investor for which the Subscriber is acting as agent) will be deemed to have agreed to the foregoing.

(c) In the event that the Subscriber should learn after executing this Agreement that any of the representations made in this Section 8 either was not at the time of execution, or is no longer, accurate, the Subscriber agrees to promptly inform the Investment Manager Affiliate, the Investment Manager and the Fund in writing of such inaccuracy. The Subscriber further agrees to promptly provide to the Investment Manager Affiliate, the Investment Manager and the Fund any additional information regarding the Subscriber or its beneficial owners that the Investment Manager Affiliate, the Investment Manager or the Fund deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities. The Subscriber understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law, regulation or administrative pronouncement related to money laundering and similar activities, the Investment Manager Affiliate, the Investment Manager and the Fund may undertake appropriate actions to ensure compliance with applicable laws, regulations and administrative pronouncements, including, but not limited to those actions described in the Explanatory Memorandum or the Subscription Agreement. The Subscriber further understands that the Investment Manager Affiliate, the Investment Manager or the Fund may release confidential information about the Subscriber and, if applicable, any underlying beneficial owners, to proper authorities if the Investment Manager Affiliate, the Investment Manager or the Fund, in its sole discretion, determines that it is in the best interests of the Fund or required by applicable law in light of relevant rules, regulations and administrative pronouncements under the laws referred to in this Section 8.

10. The foregoing representations, warranties, covenants and certifications will be true and correct both as of the execution of this Addendum and as of the issue date of the Shares and will survive the completion of the issuance of the Shares and are made by the Subscriber with the intent that they be relied upon in determining its suitability as a purchaser of Shares.

11. The Subscriber undertakes to immediately notify the Investment Manager and the Investment Manager Affiliate of any material change in any statement or other information relating to the Subscriber set forth herein which takes place prior to or following the issuance of the Shares to the Subscriber.

12. If the Subscriber is acting as trustee, agent, representative or nominee for a Beneficial Owner (as defined in the Subscription Agreement), the Subscriber understands and acknowledges that the representations, warranties and covenants made herein are made by the Subscriber: (i) with respect to the Subscriber; and (ii) with respect to the beneficial owners. The Subscriber represents and warrants that it has all requisite power and authority from said beneficial owner(s) to execute and perform the obligations under this Addendum.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this        day of        , 20        .

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## INDIVIDUALS

Signature

Additional Subscriber Signature

Print Name

Print Name

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## ENTITIES

Print Name of Entity

By:

Authorized Signatory

Print Name and Title



# SUBSCRIPTION AGREEMENT

Please see attached.

# OCP SENIOR CREDIT FUND INTERNATIONAL, LTD. – SERIES F and SERIES O

## INSTRUCTIONS RELATING TO SUBSCRIPTION AGREEMENT AND REVOCABLE PROXY FOR SHARES FOR NON-U.S. PERSONS

Subscribers must send completed Subscription Agreement with all attachments and other documentation to International Financial Data Services (Canada) Ltd. by email at [ONXSubscriptionAgreements@ifdsgroup.com](mailto:ONXSubscriptionAgreements@ifdsgroup.com).

The undersigned (the “Subscriber”) desiring to subscribe for common shares (the “Common Shares”) of OCP Senior Credit Fund International, Ltd. (the “Fund”) should:

- 1 execute the attached Subscription Agreement and Revocable Proxy (this “Agreement”), offering to purchase a specified dollar amount of Common Shares on a specified date (“Subscription Day”) at their Offering Price (as described in the Fund’s Confidential Explanatory Memorandum, as amended from time to time);
- 2 complete and execute one copy of the applicable Cayman Islands Tax Information Authority self-certification form, as described in Exhibit E; and
- 3 send each of the documents referred to in (a) and (b) above to OCP Senior Credit Fund International, Ltd. c/o International Financial Data Services (Canada) Ltd. by email at [ONXSubscriptionAgreements@ifdsgroup.com](mailto:ONXSubscriptionAgreements@ifdsgroup.com).

If you are a dealer or adviser acting on behalf of a fully managed account, insert the firm name and general contact information below and complete Exhibit A. You may leave the next page and the signature page of the Subscription Agreement and Revocable Proxy blank.

Dealers or advisers acting on behalf of a fully managed account must complete and execute the Subscription Agreement and Revocable Proxy and Cayman Islands Tax Information Authority entity self-certification form as the Subscriber. You are also required to complete and execute a nominee written assurance letter on which the Fund will rely on in connection with its obligations under the Anti-Money Laundering Regulations (Revised) of the Cayman Islands.

Dealers without discretionary authority acquiring Common Shares on behalf of multiple clients must complete a separate Subscription Agreement and Revocable Proxy, Cayman Islands Tax Information Authority self-certification form for each such client, and the client as Subscriber must sign the Subscription Agreement and Revocable Proxy, Cayman Islands Tax Information Authority self-certification form unless the dealer or another person has signing authority as agent or attorney (proof of such authority must be provided with this Subscription Agreement and Revocable Proxy).

In order to ensure the Fund's compliance with its Tax Information Exchange Obligations (as defined in paragraph 30 of this document), the Subscriber may also be required to provide such additional information as the Administrator and/or the Fund may reasonably require from time to time in order to ensure its ongoing compliance with its Tax Information Exchange Obligations.

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Is the Subscriber acting on behalf of or on the instructions of a third party?    Yes    No

If Yes, provide the following information regarding the third party:

Name:

Address:

City, Province, Postal Code:

Principal business/ occupation:

Relationship with Subscriber:

Date of birth:

Incorporation no./jurisdiction:

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In addition, if the Subscriber is resident in Canada, the Subscriber must also send a completed and executed Canadian Addendum to the Agreement for Canadian Subscribers.

The Fund will advise each Subscriber promptly of its provisional acceptance of any offer to subscribe to Common Shares of the Fund, but the Fund reserves the right to rescind its provisional acceptance if for any reason the Fund determines not to issue Common Shares.

Subscribers must complete all relevant sections of this Agreement. Failure to do so may result in delay of acceptance of a subscriber’s subscription until a properly completed Agreement has been received, processed and approved.

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# SUBSCRIPTION AGREEMENT AND REVOCABLE PROXY FOR NON-U.S. PERSONS

OCP Senior Credit Fund International, Ltd.  
c/o International Financial Data Services (Canada) Ltd.  
30 Adelaide Street East Suite 1  
Toronto, Ontario Canada M5C 3G9  
Email: ONXSubscriptionAgreements@ifdsgroup.com  
Phone: 416-506-8435  
Toll Free: 1 888-888-7193

Dear Sirs/Mesdames:

The undersigned (the "Subscriber") hereby acknowledges receipt of the Confidential Explanatory Memorandum dated September 2023 (as amended, modified and/or otherwise supplemented, the "Explanatory Memorandum") of OCP Senior Credit Fund International, Ltd., an exempted company organized under the laws of the Cayman Islands (the "Fund"). Terms not defined herein shall be as defined in the Explanatory Memorandum.

Having reviewed the Explanatory Memorandum, the Subscriber hereby agrees with the Fund, subject to the Fund's acceptance, to subscribe to as many of the Class A Shares, Class B Shares, Class F USD Shares and Class F CAD Shares (the "Common Shares") as may be purchased for the amount indicated below on \_\_\_\_\_, 20\_\_\_\_ (the "Subscription Day") at their Offering Price (as described in the Explanatory Memorandum) as of the close of business on the Subscription Day, which shall be on the last day of each month or at such other times designated by the Fund's directors (the "Directors") in their sole discretion. Notwithstanding that the Offering Price of the Common Shares will be calculated as at the close of business on the Subscription Day, the Common Shares will be deemed under the Fund's Memorandum and Articles of Association of the Fund, as amended from time to time (the "Articles") to be in issue from the beginning of the Subscription Day.<sup>5</sup>

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Each Subscriber must check the appropriate box(es) below regarding currency class and insert the dollar amount of the Subscription:

Class A Shares:	U.S. \$
Class B Shares:	C \$
Class F USD Shares:	U.S. \$
Class F CAD Shares:	C \$

Each Subscriber must check the appropriate box below regarding Distributions:

The Subscriber hereby elects *not* to participate in Distributions (as described in the Explanatory Memorandum) and will receive Sub-Class 1 Shares.

The Subscriber hereby elects to participate in Distributions (as described in the Explanatory Memorandum) and will receive Sub-Class 2 Shares.

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If the Subscriber does not check either box, the Subscriber will receive Sub-Class 1 Shares and will not participate in Distributions.

The Subscriber agrees that he/she will make payment in the amount of his/her subscription in time sufficient to be received by the Fund at least one business day prior to the Subscription Day.

The Subscriber agrees that any Common Shares hereby subscribed for will be held subject to the terms and conditions of the Explanatory Memorandum, this Subscription Agreement and Revocable Proxy, as amended from time to time (this "Agreement") and the Articles.

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5 The minimum initial investment is \$100,000 (U.S.) for the Class A & Class F USD Shares and \$150,000 (Cdn.) for Class B & Class F CAD Shares.

The Subscriber agrees to indemnify and hold harmless the Fund, International Financial Data Services (Canada) Ltd. (“IFDS”), SS&C Fund Services (Bermuda) Ltd. (the “Administrator”), Onex Credit Partners, LLC, the investment manager of the Fund (the “Investment Manager”), and other agents or delegates of the Fund, and their respective affiliates, principals, members, managers, partners, officers, directors (including the Directors), stockholders, employees and agents (each an “Indemnified Party”) and hold them harmless from and against any loss including losses due to trade errors caused by such persons, liability, cost or expense (including attorneys’ fees, taxes and penalties) which may result, directly or indirectly, from any inaccuracy or breach of any representation, warranty, condition, covenant or agreement set forth herein or in any other document delivered by the Subscriber to the Fund or as a result of any misleading or inaccurate information or documentation provided to the Fund or any action or inaction of the Subscriber. This indemnification shall survive the Subscriber’s death or disposition of its Common Shares in the Fund. The Subscriber further recognizes that the Fund will protect and indemnify its Directors and other representatives against liability to the extent set forth in the Articles.

In consideration of the Fund’s acceptance of the aforesaid offer and recognizing its reliance thereon, the Subscriber agrees, represents and warrants to the Fund, IFDS, the Administrator and the Investment Manager that the Subscriber:

neither the Subscriber, nor any other person (if any) on whose behalf the Subscriber is acquiring a beneficial interest in the Commons Shares, are “U.S. persons” (as defined in Exhibit B). The Subscriber and each person (if any) on whose behalf the Subscriber is acquiring a beneficial interest in the Fund have not been offered, and are not acquiring or purchasing, the Common Shares in the United States. In addition, the Subscriber is not funding its investment in the Fund with funds obtained from U.S. persons. The Subscriber will notify the Investment Manager immediately if the Subscriber and any person on whose behalf the Subscriber is acquiring a beneficial interest in the Fund become a U.S. person at any time during which the Subscriber hold or own any interest or Common Shares in the Fund;

all offers to sell and offers to buy the Common Shares were made to or by the Subscriber while the Subscriber was outside the United States and at the time that our order to buy such interests was originated we were outside the United States, or we are a U.S. dealer or other professional fiduciary acting on behalf of a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a person other than a U.S. person;

in the case of an entity which has less than 50% of its beneficial interest owned by U.S. Persons, was not formed for the purpose of investing in the Fund (e.g., in the case of a Subscriber which is an investment fund, the investment in the Fund does not constitute more than 40% of the Subscriber’s net assets);

will not transfer directly or indirectly any of its Common Shares or any interest therein (including without limitation any right to receive dividends or other distributions) to a U.S. Person or to any other person or entity or in the United States (i) unless the proposed transferee has made representations and warranties similar to those contained herein (including without limitation those relating to the U.S. Securities Act of 1933, as amended (the “Securities Act”)) and such representations and warranties have been approved by the Fund, (ii) unless such Common Shares are registered pursuant to the provisions of the Securities Act or an exemption from registration is available and (iii) unless the Fund has consented to such transfer in its sole discretion. Even if such an exemption is available, the disposition, assignability and transferability of the Common Shares will be governed by the Articles and Explanatory Memorandum, which impose substantial restrictions on transfer.

if the Common Shares purchased under this Agreement are being acquired by the Subscriber as nominee or custodian for another person or entity, it will not permit the beneficial owners of such Common Shares to transfer any beneficial interest in the Common Shares, directly or indirectly, to any person or entity unless the representations made by the Subscriber in this Agreement will continue to be true and complete;

did not acquire (except as specifically authorized by the Fund) and will not transfer any of its Common Shares within the United States of America, its territories or possessions (hereinafter collectively referred to as the “United States”);

did not engage (except as specifically authorized by the Fund) and will not engage in any activity relating to the sale of the Common Shares in the United States;

is acquiring the Common Shares solely for its own account for investment (or, if the Subscriber is acting as a nominee or custodian for another person or entity, the Common Shares are being acquired for that person or entity) and not with a view to distribution or resale;

has executed this Agreement outside the United States;

the Subscriber (i) has the knowledge, expertise and experience in financial and business matters to evaluate the risks of investing in the Fund, (ii) is aware of the risks inherent in investing in securities and the method by which the assets of the Fund are held and/or traded, and (iii) can bear the risk of loss of its entire investment in the Fund;

the Subscriber (i) is unaware of, is in no way relying on, and did not become aware of the offering of the Common Shares through, or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, (ii) is not subscribing for the Common Shares and did not become aware of the offering of the Common Shares through or as a result of any seminar or meeting at which the Subscriber was solicited for a subscription by a person not previously known to the Subscriber in connection with investments in securities generally and (iii) has not and will not rely, with respect to the purchase of Common Shares, upon any prior private placement memoranda, teasers, presentations, marketing materials or other materials or information superseded by the Explanatory Memorandum), representation or warranty by the Fund, the Investment Manager, Onex, any Affiliate of the foregoing or any of their respective directors, officers, employees, partners, members, managers, shareholders, advisers, attorneys-in-fact, representatives or agents (collectively, the "Onex Persons"), written or otherwise, in determining to invest in the Fund, and expressly acknowledges that none of the Onex Persons makes any representations or warranties to it in connection therewith. The Subscriber understands that the Explanatory Memorandum includes information that speaks only as of its respective date and that such information has not been updated through the date of this Agreement;

to the full satisfaction of the Subscriber, the Subscriber has been furnished any materials the Subscriber has requested relating to the Fund and the offering of the Common Shares or any statement made in the Articles or the Explanatory Memorandum, the Subscriber has been afforded the opportunity to ask questions of representatives of the Fund concerning the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of any representations or other information set forth in the Explanatory Memorandum or otherwise relating to the offering of Common Shares, and all such questions, if asked, have been answered satisfactorily and all such documents, if examined, have been found to be satisfactory. The Subscriber understands that no United States federal, state, local or non-U.S. agency has passed upon the Common Shares or made any finding or determination as to the merits or fairness of an investment in the Fund. In addition, the Subscriber acknowledges and agrees that the Onex Persons may have confidential information relating to the Fund and prospective investments to be made by the Fund that has not been disclosed to the Subscriber, and that notwithstanding such non-disclosure such Subscriber has received information deemed by it to be sufficient to allow it to make an independent and informed decision with respect to its investment in the Fund;

if the Subscriber is a corporation, partnership, limited liability company, trust or other entity, then the Subscriber hereby makes the following additional representations, warranties, covenants and agreements:

- (a) The Subscriber's purchase of Common Shares does not represent more than 40% of the Subscriber's total assets or committed capital, as applicable.
- (b) The Subscriber was not formed, reformed or recapitalized for the specific purpose of investing in the Fund or to permit the Fund to avoid classification as an investment company under the 1940 Act, unless disclosed in writing to the Fund prior to the date hereof.
- (c) The Subscriber does not have shareholders, partners, trustees or beneficiaries or owners that (x) have the right to elect not to participate in an investment in the Fund or to consult regarding non-participation in such an investment, or (y) have an interest in the Subscriber substantially all of the value of which is attributable to the Subscriber's Common Shares;

the Subscriber either (i) has a pre-existing substantive personal or business relationship with the Investment Manager or one or more of its Affiliates or agents, or (ii) has the capacity to protect its own interests in connection with the purchase of the Common Shares and its admission as a shareholder of the Fund, by reason of its business or financial experience or the business or financial experience of its professional advisors who are not Affiliated with (and not compensated by) the Fund, the Investment Manager or any of their respective Affiliates or selling agents, directly or indirectly;

the Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisers as to the financial, tax, legal, regulatory and related matters concerning an investment in the Common Shares and on that basis understands the financial, legal, tax, regulatory and related consequences of an investment in the Common Shares, and believes that an investment in the Common Shares is suitable and appropriate for the Subscriber. The Subscriber has not relied and is not relying on any of the Onex Persons to provide, and none of the Onex Persons has provided, any kind of legal, tax, regulatory, financial, investment or other advice;

the Subscriber hereby acknowledges and agrees that it is not an advisory client of the Investment Manager, Onex or any of their respective Affiliates for purposes of the Advisers Act, in connection with the Subscriber's decision to invest in, or otherwise in connection with its investment in, the Fund. The Subscriber hereby acknowledges and agrees that in accordance with the Articles, the Directors are designated and authorized to determine whether to provide consents or approvals on behalf of the Fund in respect of certain matters arising under the Articles and/or the Advisers Act, or otherwise as requested by the Investment Manager including, without limitation, any approvals required under Section 206(3) of the Advisers Act and any consent to a transaction which would result in the "assignment" (within the meaning of the Advisers Act) with respect to the Investment Manager in relation to the Fund. The Subscriber, by executing this Agreement, hereby consents to any transfer and assignment of the Management Agreement and the Investment Manager's functions in respect of the Fund to any Affiliate of Onex and waives any conflict of interest in respect thereof, including, without limitation, any actual or deemed assignment for purposes of the Advisers Act and the rules promulgated thereunder;

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the Subscriber is not domiciled in and does not have a registered office in the European Economic Area, the United Kingdom or Switzerland. The Subscriber further represents and warrants that, unless expressly acknowledged in writing by the Investment Manager in connection with the Subscriber's investment in the Fund on or prior to the date hereof, none of the Subscriber or any of the Subscriber's officers, agents or other persons who took part in the Subscriber's decision to invest in the Fund were located in the European Economic Area, the United Kingdom or Switzerland either when the Common Shares were marketed to the Subscriber or when the Subscriber decided to invest in the Fund;

the Subscriber is not a Japanese Investor. (For the purposes of this section, the Subscriber is a "Japanese Investor" if: (i) the Subscriber is a Japanese resident as defined in the first sentence of Article 6, paragraph 1, item 5 of the Foreign Exchange and Foreign Trade Law of Japan; and/or (ii) the Subscriber was solicited in Japan in connection with its subscription of Common Shares in the Fund). If the Subscriber cannot give such confirmation, the Subscriber confirms that it has contacted Simpson Thacher & Bartlett LLP at List-OnexAssociates@lists.stblaw.com and has completed the relevant country supplement;

the Subscriber is not a member of the general public in the Cayman Islands;

the Subscriber is in compliance with the legal requirements applicable to the Subscriber in the jurisdiction in which the Subscriber was established and/or the Subscriber is resident and the Common Shares have not been offered or promoted to the Subscriber in violation of any securities laws applicable to the Subscriber;

unless separately acknowledged in writing by the Investment Manager or the Fund on or before the Subscription Day, there are no governmental orders, permissions, consents, approvals or authorizations that are required to be obtained and/or observed, and no registrations or other filings are required to be made (in each case whether regarding registration as a lobbyist, investment advisor and/or other status or category, or otherwise (including restrictions on gifts, political contributions or other activities) for the Fund, the Investment Manager or their respective Affiliates or employees) in connection with the purchase of the Common Shares by the Subscriber and/or the Subscriber's status as a potential shareholder of the Fund;

the Subscriber first learned of the Fund and was offered the Common Shares in the jurisdiction listed in the Subscriber's permanent address set forth in the signature page below;

The Subscriber will supply the Fund with such other facts, information and execute and deliver such documents regarding itself and its beneficial owners as from time to time are deemed necessary or desirable in order to verify the accuracy of the Subscriber's representations and warranties herein, avoid the loss of a contemplated tax benefit to the Fund or any of its respective shareholders or comply with any law, rule or regulation to which the Fund or Investment Manager may be subject, including, without limitation, in order to ascertain that no violation by the Fund shall occur of any securities laws of the United States or any other relevant jurisdiction, including the Securities Act, the 1940 Act and the Advisers Act, or for any other reasonable purpose related to the undersigned's interest in the Fund.

The Subscriber has carefully reviewed the provisions in the Explanatory Memorandum under the heading "Brokerage and Custody" relating to the brokerage and soft dollar" arrangements of the Fund and specifically consents to the Fund engaging in such arrangements; and (ii) carefully reviewed the provisions in the Explanatory Memorandum under the heading "Certain Risks - No Separate Counsel; No Independent Verification" and specifically acknowledges that none of Simpson Thacher & Bartlett LLP, Ogier (Cayman) LLP or Davies Wared Phillips & Vineberg LLP is responsible for any acts or omissions of the Fund, the Master Fund (as defined in the Explanatory Memorandum), the Investment Manager or any administrator, accountant, custodian/prime broker or other service provider to the Fund or the Investment Manager.

In order for the Fund to accurately monitor its "Benefit Plan Investor" participation, please review the following definition and make the appropriate representations by checking all applicable boxes following the definition.

A "Benefit Plan Investor" is (i) any employee benefit plan subject to the fiduciary responsibility provisions of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) any individual retirement plan or account subject to the prohibited transaction rules of Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") or (iii) any entity whose underlying assets include "plan assets" (as defined by ERISA and the regulations thereunder) by reason of a plan's investment in the entity.

The Subscriber represents that (please check all applicable boxes):

A. it is not a Benefit Plan Investor;

OR

B. it is not a Benefit Plan Investor and it is a “governmental plan” as defined by Section 3(32) of ERISA or a non-electing “church plan” within the meaning of Section 3(33) of ERISA;

OR

C. it is a Benefit Plan Investor that is:

1. subject to Part 4 of Title I of ERISA;
2. subject to Section 4975 of the Code (and has not checked C1; e.g., an IRA);
3. an entity whose underlying assets include “plan assets”. The Subscriber also represents that the percentage of its “plan assets” compared to the value of its total assets or included in its general account is not more than:

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

(\* applicable to entities with multiple classes, one of which exceeds the 25% threshold for Benefit Plan Investors and to U.S. insurance company general accounts)

4. a group trust, a bank common or collective trust or an insurance company separate account;

The Subscriber agrees (i) to notify the Investment Manager not less than 30 days prior to this representation (or any part thereof) no longer being true or complete, or likely to become untrue or incomplete and (ii) to provide the Investment Manager upon request such information as may be required to confirm and/or refine the representations provided above.

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8. Any Subscriber that is investing the assets of a benefit plan or account and the person executing this Agreement on behalf of such Subscriber acknowledge that it is intended that the Fund will not hold “plan assets” subject to Title I of ERISA or Section 4975 of the Code (i.e., less than 25% of each class of the Fund’s equity interests will be held by Benefit Plan Investors) or any other law or regulation specifically applicable to governmental, church or non-U.S. plans (“Similar Law”). Accordingly, the Subscriber acknowledges that the Fund and the Master Fund have the authority to require the retirement or redemption of all or some of the Common Shares held by any Benefit Plan Investor or other plan investor if the continued holding of such Common Shares could result in the Fund or the Master Fund being subject to Title I of ERISA, Section 4975 of the Code or Similar Law. Further, the Subscriber and the person executing this Agreement represent and warrant to the Fund and the Investment Manager that:

- (a) With respect to the investment in the Fund and thereby in the Master Fund, it has been determined that the purchase of Common Shares is consistent with the fiduciary responsibilities under applicable law, including ERISA, the Code and Similar Law, and that (i) the investment in the Fund is prudent, (ii) the structure, operation and incentives of the fee arrangements have been adequately disclosed, (iii) the calculation of the net asset value of the Common Shares as described in the Explanatory Memorandum represents the fair market value of the Common Shares, (iv) the Subscriber’s current and anticipated liquidity needs will be met, given the limited right to redeem or transfer the Common Shares, (v) the investment will permit the Subscriber’s overall portfolio to remain adequately diversified and (vi) the investment and investment program described in the Explanatory Memorandum are permitted under the laws, rules and documents governing the Subscriber.
- (b) The persons executing this Agreement (i) are responsible for the decision to invest in the Fund, (ii) in making the decision to invest in the Fund, have not relied on any advice or recommendation from the Fund, the Investment Manager, or any of their affiliates and (iii) are qualified and authorized to make such investment decision and, to the extent deemed necessary, have consulted their own investment advisors and legal counsel regarding the investment in the Fund; and
- (c) if the Subscriber is, or is investing the assets of, a plan maintained by a governmental entity, a church or a non-U.S. company, its investment will not subject the Fund’s or the Master Fund’s assets to any Similar Law.

9. Investor Type.

In order for the Investment Manager to be able to fulfill certain reporting requirements under the Advisers Act, each Subscriber must check the one item below that best describes the Subscriber (If the Subscriber is acting as agent or nominee for a beneficial owner, please check the item that best describes the beneficial owner). All Subscribers must select only one:

The Subscriber<sup>6</sup> is as of the date of this Agreement, and will be as of the Subscription Day:

- (a) Individuals that are not United States persons as defined in Rule 203(m)-1 under the Advisers Act (including their trusts);
- (b) a broker-dealer;
- (c) an insurance company;
- (d) an investment company registered with the U.S. Securities and Exchange Commission under the 1940 Act;
- (e) a Private Fund<sup>7</sup>;

If you check this box (e), please answer the following two questions:

Does the Subscriber invest 10% or more of its total assets in other pooled investment vehicles?

Yes No

Is the Subscriber a fund of funds?

Yes No

- (f) a non-profit (other than a Government Entity<sup>8</sup>);
  - (g) a pension plan (other than a governmental pension plan);
  - (h) a banking or thrift institution (proprietary);
  - (i) a state or municipal Government Entity<sup>5</sup> (other than a governmental pension plan);
  - (j) a state or municipal governmental pension plan;
  - (k) a sovereign wealth fund or foreign official institution;
  - (l) a person or entity that is not a U.S. Person<sup>9</sup> 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; or
  - (m) other. Please specify:
10. (a) If the Subscriber is a corporation, partnership, trust or other entity, the person executing this Agreement for the Subscriber has the full power and authority under the Subscriber's governing instruments to do so and the Subscriber has the full power and authority under its governing instruments to acquire an interest in the Fund. The Subscriber is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and the execution, delivery and performance by it of this Agreement are within its powers, have been duly authorized by all necessary action on its behalf, require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the Fund) in order to make this investment, and does not contravene, or constitute a breach of or default under any provision of applicable law or governmental rule, regulation or policy statement or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon it. This Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms.
- (b) If the Subscriber is a natural person, the Subscriber has all requisite legal right, power and capacity to acquire and hold the Common Shares subscribed for hereby and to execute, deliver, perform and comply with each of the documents required to be executed and delivered by or on behalf of the Subscriber in connection with this subscription for the Common Shares. If the Subscriber lives in a community property state in the United States, either (i) the source of the Subscriber's Common Shares will be separate property of the Subscriber and the Subscriber will hold its Common Shares as separate property, or (ii) the Subscriber has the authority alone to bind the community with respect to this Agreement and all other agreements contemplated hereby, including, without limitation, the Articles. The Subscriber agrees that this Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms.

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6 References to an "individual" in items (i) and (ii) include individuals and the trusts of such individuals (as applicable).

7 For purposes of this Section, 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.

8 For purposes of this Agreement, 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.

9 See Annex B attached hereto for the definition of "U.S. Person".



11. The Subscriber hereby designates and appoints IFDS, or any successor administrator of the Fund from time to time, with full power of substitution, as its true and lawful Proxy for the purpose of voting the Common Shares herein subscribed for or otherwise acquired as said Proxy may determine on any and all matters which may arise at any meeting (including any class meeting) of shareholders and upon which such Common Shares could be voted by shareholders present in person at such meeting. This Proxy may be revoked by the owner of record of the Common Shares hereby subscribed for, either personally or by presentation of a subsequently executed proxy at any meeting of shareholders, or by email to: IFDS at ONXSubscriptionAgreements@ifdsgroup.com, received prior to any such meeting.
12. The Subscriber agrees that a legend reading substantially as follows may be placed on each share certificate, if any, issued to the Subscriber pursuant to this Agreement or otherwise acquired and that the Fund may take all steps it may deem necessary or desirable to see that the restrictions contained herein are complied with:

“The Common Shares represented by this certificate are subject to certain restrictions which limit the transfer of these Common Shares or any interest therein (including without limitation the right to receive dividends or other distributions) and such Common Shares have not been registered under the U.S. Securities Act of 1933, as amended, and may be offered and sold in the United States or to a U.S. Person only if an exemption from registration is available, in accordance with a Subscription Agreement and Revocable Proxy between the shareholder and OCP Senior Credit Fund International, Ltd., a copy of which is on file at the business office of OCP Senior Credit Fund International, Ltd.”
13. In May 2023, following approval by Onex shareholders, Robert Le Blanc succeeded Gerald Schwartz as chief executive officer of Onex, with Mr. Schwartz remaining chairman of the board of directors of Onex. Mr. Schwartz currently holds 100% of the multiple voting shares of Onex (such shares, “MVS”). The MVS allow Mr. Schwartz to appoint 60% of the members of the board of directors of Onex and to vote 60% of the total shareholder vote on most matters. Holders of Onex subordinate voting shares (such shares, “SVS”), which carry one vote per share, currently hold the power to appoint the remaining 40% of directors and to vote the remaining 40% of the total shareholder vote on most matters. Onex indirectly controls the Investment Manager and is generally expected to hold, directly or indirectly, material economic and voting interests in each of the Fund’s investments. Pursuant to the succession plan approved by Onex shareholders in May 2023, no later than May 11, 2026, the SVS will carry 100% of the Onex general voting rights and be entitled to elect 80% of the members of Onex’ board of directors. Accordingly, Mr. Schwartz’s MVS will be entitled to elect only 20% of the members of Onex’ board of directors and the MVS will otherwise cease to have any general voting rights. At such time, Mr. Schwartz is expected to remain chairman of the board of directors of Onex, to continue to own more than 10% of the outstanding SVS (but that could change in the intervening period) and to remain one of the largest holders of SVS. The MVS will be redeemed in their entirety for C\$1.00 per share (being C\$100,000 for the class in aggregate) on the earlier of: (i) May 11, 2029; and (ii) the date Mr. Schwartz, together with his spouse and children, ceases to hold, beneficially, directly or indirectly, at least 5% of the outstanding SVS. To the extent the foregoing changes in ownership could be deemed to result in a change in control of Onex or the Manager under the Advisers Act, such change(s) in control could be deemed to result in an assignment of the management agreement between the Investment Manager and the Fund. By subscribing for a Common Share in the Fund, each Subscriber acknowledges the foregoing, and consents to an assignment of the management agreement between the Manager and the Fund to the extent any such assignment is deemed to occur as a result of the specific facts and circumstances described herein.
14. The Subscriber acknowledges and understands that if any person resident in the Cayman Islands (including the Fund, its Directors and the Administrator) knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, such person is required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands (“FRA”) or a nominated officer (appointed in accordance with the Proceeds of Crime Act (Revised) of the Cayman Islands), if the disclosure relates to criminal conduct or money laundering, or (ii) the FRA or a police constable or a nominated officer, pursuant to the Terrorism Act (Revised), if the disclosure relates to involvement with terrorism or terrorist financing and terrorist property; and such a report shall not be treated as a breach of any restriction upon the disclosure of information imposed by any law or otherwise.
15. IFDS, the Administrator, the Investment Manager and the Fund are each hereby authorized and instructed to accept and execute any instructions in respect of the Common Shares to which this Agreement relates given by the Subscriber in written form or by e-mail. If instructions are given by the Subscriber by e-mail, the Subscriber undertakes to send the original letter of instructions to IFDS, the Investment Manager and the Fund and agrees to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon e-mail instructions. IFDS, the Administrator, the Investment Manager and the Fund may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

16. The Subscriber represents that the following individual or individuals are authorized to act on behalf of the Subscriber to give and receive instructions between the Fund (or its representatives, including IFDS and the Administrator) and the Subscriber. Such individuals are the only persons so authorized until further written notice, signed by one or more of such individuals, to IFDS by email ONXSubscriptionAgreements@ifdsgroup.com.

Name

Specimen Signature

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17. (A) The Subscriber understands and agrees that the Fund prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control<sup>10</sup> ("OFAC"), or on the sanctions lists adopted by the United Nations and/or European Union ("EU") and/or United Kingdom<sup>11</sup> ("UK") (as the latter are extended to the Cayman Islands by statutory instrument), as such lists may be amended from time to time ("Sanctions Lists") or who are directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programs or on any Sanctions List, (iii) on behalf of an entity operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, the EU and/or the UK apply or which is otherwise subject to sanctions imposed by the United Nations, the EU or the UK (including as the latter are extended to the Cayman Islands by statutory instrument), (iv) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure,<sup>12</sup> unless the Fund, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, (v) for a politically exposed person, a family member of a politically exposed person or a close associate of a politically exposed person<sup>13</sup>, unless the Fund, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (vi) for a foreign shell bank<sup>14</sup> (such persons or entities in (i) – (vi) are collectively referred to as "Prohibited Persons").

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<sup>10</sup> The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

<sup>11</sup> Including the Consolidated List of Financial Sanctions Targets in the UK maintained by His Majesty's Treasury, which may be found at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>.

<sup>12</sup> Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not). A senior official of a major 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. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

<sup>13</sup> A "politically exposed person" includes: (a) a person who is or has been entrusted with prominent public functions by a foreign country, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (b) a person who is or has been entrusted domestically with prominent public functions, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; and (c) a person who is or has been entrusted with a prominent function by an international organization like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions. A family member of a politically exposed person includes the politically exposed person's parents, siblings, spouse and children. A close associate of a politically exposed person means any natural person who is known to hold the ownership or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

<sup>14</sup> Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

The Subscriber represents, warrants and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, a Prohibited Person, and (ii) to the extent the Subscriber has any beneficial owners<sup>15</sup>, (a) it has carried out thorough due diligence to establish the identities of such beneficial owners, (b) based on such due diligence, the Subscriber reasonably believes that no such beneficial owners are Prohibited Persons, (c) it holds the evidence of such identities and status and will maintain all such evidence for at least five years from the date of the Subscriber's complete redemption from the Fund, and (d) it will make available such information and any additional information that the Fund may require upon request.

If the Subscriber is an entity, the Subscriber represents, warrants and covenants that (i) the Subscriber is in compliance with all applicable anti-money laundering and anti-terrorist financing laws ("AML Laws") with respect to it and, if legally required to maintain anti-money laundering policies and procedures ("AML Policies") does so as required; (ii) the Subscriber's AML Policies, if applicable, have been approved by legal counsel or internal compliance personnel reasonably informed concerning anti-money laundering issues; and (iii) the Subscriber has not received a deficiency letter, negative report or any similar determination regarding its compliance with any applicable anti-money laundering laws and regulations and, if applicable, its AML Policies, from a person responsible for reviewing or auditing compliance therewith or from a regulator.

The Subscriber represents, warrants and covenants that none of the funds that (i) the Subscriber will contribute to the Fund will be derived from, or related to, directly or indirectly, any activity that is deemed criminal under any AML Laws or derived from or related to, directly or indirectly, any individual or organization identified as a terrorist, a terrorist organization, or person or organization identified as a target of United Nations sanctions by the AML Laws; and (ii) no contribution or payment by the Subscriber to the Fund, to the extent that such contribution or payment is within the Subscriber's control, will cause the Fund or the Investment Manager to be in violation of any AML Laws. The Subscriber will immediately notify the Fund if the status of any such person in this regard changes.

The Subscriber acknowledges that if, as a result of any information or other matter which comes to the Investment Manager's attention, any director, officer or employee of the Investment Manager, or its professional advisers, knows or suspects that a Subscriber is engaged in money laundering, such person may be required to report such information or other matter to the authorities of any applicable jurisdiction in accordance with its obligations under applicable AML Laws and such report shall not be treated as a breach of any confidentiality restrictions.

If any of the foregoing representations, warranties or covenants ceases to be true or if the Fund or the Investment Manager no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Fund or the Investment Manager may be obligated to freeze the Subscriber's investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber's investment may immediately be redeemed by the Fund, and the Fund may also be, in accordance with applicable regulations, required to report such action and to disclose the Subscriber's identity to OFAC, the FRA or other authorities and the Investment Manager may be required to report such action in accordance with its obligations under applicable AML Laws. In the event that the Fund or the Investment Manager is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Fund, the Investment Manager, the Administrator, and 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.

The Subscriber understands and agrees that any redemption proceeds paid to it will be paid to the same account from which the Subscriber's investment in the Fund was originally remitted, unless the Fund, in its sole discretion, agrees otherwise.

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<sup>15</sup> Beneficial owners means the natural person who ultimately owns or controls the customer or on whose behalf a transaction or activity is being conducted and includes but is not restricted to – (a) in the case of a legal person other than a company whose securities are listed on a recognised stock exchange, a natural person who ultimately owns or controls, whether through direct or indirect ownership or control, 10% or more of the shares or voting rights in the legal person; (b) in the case of any legal person, a natural person who otherwise exercises ultimate effective control over the management of the legal person; or (c) in the case of a legal arrangement, the trustee or other person who exercises ultimate effective control over the legal arrangement. This may include, but will not be limited to: (i) shareholders of a corporation, (ii) partners of a partnership, (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Subscriber in an agency, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its beneficial owners. For purposes of paragraph 18 of this Agreement, if the Subscriber is a publicly-traded company, it need not conduct anti-money laundering due diligence as to its beneficial owners.

The Subscriber agrees to indemnify and hold harmless the Fund, the Investment Manager, the Administrator, and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this Section.

- (J) The Subscriber agrees that no Indemnified Party shall have any liability of whatsoever nature for any loss, liability, penalty, claim, damage, cost and expense whatsoever (including, inter alia, any direct, indirect or consequential losses any loss of reputation and any legal or other professional costs) incurred by the Subscriber as a result of the immediate cessation (without notice) by the Fund of further dealings with (i) the Subscriber and/or the Subscriber's Shares upon the Subscriber or a beneficial owner becoming subject to applicable United States, Cayman Islands or other sanction(s) or (ii) any investment made on behalf of the Fund that becomes subject to applicable United States, Cayman Islands or other sanction(s).
  - (K) The Subscriber acknowledges and understands that the Cayman Islands Monetary Authority has a discretionary power to impose substantial administrative fines upon the Fund in connection with any breaches by the Fund of prescribed provisions of the anti-money laundering regulations of the Cayman Islands, as amended and revised from time to time, and upon any director or officer of the Fund who either consented to or connived in the breach, or to whose neglect the breach is proved to be attributable. To the extent any such administrative fine is payable by the Fund, the Subscriber understands and acknowledges that the Fund will bear the costs of such fine and any associated proceedings.
18. (a) If the Subscriber is acting as trustee, agent, representative or nominee for another person or entity, 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 each other person or entity. The Subscriber further represents and warrants that it has all requisite power and authority from said person or entity to execute and perform the obligations under this Agreement.
- (b) If the Subscriber is acting as trustee, agent, representative or nominee for another person or entity, the Subscriber represents that the following persons or entities are the beneficial owners of the Common Shares subscribed for herein.

Name

- (c) If the Subscriber is acting as trustee, agent, representative or nominee for another person or entity, the Subscriber indemnifies the Fund, the Investment Manager, IFDS, the Administrator and their respective directors, members, partners, officers and agents against all costs, fees and expenses (including legal fees and disbursements) in connection with any damages arising out of, or in connection with: (i) any misrepresentation or misstatement by the Subscriber in this Agreement; or (ii) the improper assertion of the Subscriber's proper authorization from that other person or entity to enter into this Agreement or to perform its obligations.
19. **Electronic Delivery of Reports and Other Communications.** The Fund, the Investment Manager and/or the Administrator may provide the Subscriber (or its designated agents) (i) statements, reports and all other communications relating to (A) the Fund and (B) the Subscriber's investment in the Fund, including information about Common Shares, subscription and redemption activity, annual and other updates of the Fund's consumer privacy policies and procedures and (ii) all communications relating to the Investment Manager (including the Form ADV Part 2, privacy notice and any other communication required under the Advisers Act or otherwise) (collectively, "Fund Information"), in electronic form, such as through a file attached to an e-mail sent to the e-mail address provided by the Subscriber, or over a private internet site, in lieu of or in addition to sending such Fund Information as hard copies via facsimile or mail. If the Fund Information is made available over the internet, the Subscriber may be notified of its availability through an e-mail sent to the e-mail address provided by the Subscriber. E-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. The Fund, the Investment Manager and the Administrator make no warranties in relation to these matters. The Fund, the Investment Manager and/or the Administrator reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. If a Subscriber has any doubts about the authenticity of an e-mail purportedly sent by the Fund, the Investment Manager and/or the Administrator, the Subscriber is required to contact the purported sender immediately. The Fund's acceptance of the Subscriber's subscription is not conditioned on consent to electronic delivery of Fund Information. The Subscriber agrees that it will be solely responsible for notifying the Fund in writing of any change in its e-mail address and that the Fund may not seek to verify or confirm the Subscriber's e-mail address as provided. If the Subscriber does not have access to the internet or e-mail, the Subscriber should not consent to electronic delivery of Fund Information. The Subscriber may revoke its consent to electronic delivery of Fund Information at any time upon written notice to the Fund and receive all Fund Information in paper format. The Subscriber may also request delivery of a paper copy of any Fund Information by contacting the Fund.

Please check the appropriate box:

The Subscriber agrees to receive Fund Information in electronic form, at the Investment Manager's discretion, in lieu of or in addition to a separate mailing of paper copies until such time as it no longer has the right to receive Fund Information or it revokes its consent in writing.

The Subscriber declines to receive Fund Information in electronic form in lieu of or in addition to separate mailing of paper copies.

20. The Subscriber hereby acknowledges that the Subscriber has received and had an opportunity to review the Investment Manager's current Form ADV, Part 2.
21. The Subscriber acknowledges that it has reviewed the Investment Manager's privacy notice attached hereto as Exhibit C. ("Privacy Notice") which explains the manner in which the Fund will collect and maintain non-public personal information about the Subscriber and consents to its non-public personal data being disclosed to, held, processed and transferred by the Fund and any Data Processor (as defined under the Cayman Islands Data Protection Act (Revised), as amended from time to time ("DPA") and any regulations or orders promulgated pursuant thereto) as set out in the Privacy Notice. The Subscriber shall promptly provide the Privacy Notice to (i) each individual whose non-public personal data the Subscriber has provided or will provide to the Fund or any of its service providers, affiliates or delegates in connection with the Subscriber's investment in the Fund and (ii) any other individual connected to the Subscriber as may be required by the Fund or any of its service providers, affiliates or delegates. The Subscriber shall also promptly provide to any such individual, on request by Fund or any of its service providers, affiliates or delegates, any updated versions of the Privacy Notice. The Subscriber acknowledges and agrees (and warrants that any individual on whose behalf it is making a subscription acknowledges and agrees) that in the course of the processing of personal data such personal data may be transferred, to the extent permissible under the DPA, to data processors and data controllers situated or operating in countries outside of the Cayman Islands and that such countries may not have data protection laws equivalent to those in the Cayman Islands.
22. An executed copy of this Agreement is being sent to the Fund at its address set forth above. The name and address set forth below will be used for the purpose of recording the Subscriber as a shareholder of the Fund.
23. This Agreement shall be binding upon the Subscriber and its successors and permitted assigns and shall inure to the benefit of the Fund's successors and assigns. This Agreement shall survive the acceptance of the subscription and if the Subscriber consists of more than one person, shall be the joint and several obligation of each person.
24. If any provision hereof shall be found invalid or unenforceable under any applicable law, it shall be deemed inoperable to that extent and its invalidity or inoperability shall not affect any other provision hereof.
25. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that province. For the avoidance of doubt, a person's execution and delivery of this Subscription Agreement by electronic signature and electronic transmission (jointly, an "Electronic Signature"), including via DocuSign or other similar method, shall constitute the execution and delivery of a counterpart of this Subscription Agreement by or on behalf of such person and shall bind such person to the terms of this Subscription Agreement. The parties hereto agree that this Subscription Agreement and any additional information incidental hereto may be maintained as electronic records. Any person executing and delivering this Subscription Agreement by an Electronic Signature further agrees to take any and all reasonable additional actions, if any, evidencing its intent to be bound by the terms of this Subscription Agreement, as may be reasonably requested by the Fund.
26. The Subscriber will make any additional subscriptions by execution of Exhibit G.
27. The Subscriber agrees that (i) any representations made hereunder will be deemed to be reaffirmed by it at any time it purchases or otherwise acquires additional Common Shares of the Fund and such purchase or acquisition will be evidence of such reaffirmation and (ii) if any of the statements, representations, warranties or covenants made herein become untrue or inaccurate, the undersigned shall immediately notify the Fund.
28. The Subscriber agrees to execute properly and provide to the Fund, the Administrator and the Investment Manager in a timely manner any documentation or other information regarding the Subscriber that the Fund or its agents may request in writing from time to time in connection with the Fund's and its affiliates' obligations under, and compliance with, applicable laws and regulations, including without limitation, applicable tax and securities laws of the United States or any other relevant jurisdiction (these include but are not limited to: the Securities Act, the 1940 Act, the Advisers Act, and the Code). By executing this Agreement, the Subscriber waives any provision under the laws and regulations of any U.S. or non-U.S. jurisdiction that would, absent a waiver, prevent or inhibit the Fund's or the Investment Manager's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Subscriber from providing any requested information or documentation, or (ii) the disclosure by the Fund and its agents of the provided information or documentation to applicable regulatory authorities. In particular, but without limitation, the

Subscriber agrees to provide any documentation or other information regarding itself and its beneficial owners requested by the Fund or its agents in connection with (i) the disqualification provisions under Rule 506(d) of Regulation D under the Securities Act, which may prohibit the Fund from relying on the Rule 506 offering exemption if one or more of its significant equity holders has had a Disqualifying Event; and (ii) the Tax Information Exchange Obligations (as defined below), and any legislation, rules or practices adopted pursuant to any applicable intergovernmental agreement entered into in connection with the implementation of the Tax Information Exchange Obligations. The Subscriber hereby certifies that the representations and warranties in Exhibit F are true, accurate and complete as of the date hereof, and will be true, accurate and complete as of the Subscription Day. The Subscriber hereby certifies that the representations and warranties in Exhibit F are true, accurate and complete as of the date hereof, and will be true, accurate and complete as of the Subscription Day. The Subscriber further represents, warrants and agrees that it will promptly inform the Fund in writing if at any time after the date hereof any of the representations in Exhibit F are no longer true, accurate and complete. To the extent that any of the representations and warranties in Exhibit F cease to be true, accurate and complete by virtue of the occurrence of any of the events listed in Exhibit F (each, a “Disqualifying Event”) at any date after the date hereof and to the extent that such Common Shares are outstanding voting equity securities for purposes of Rule 506(d) of Regulation D under the Securities Act, such rights will be limited: (i) unless otherwise determined by the Fund, in its sole discretion, the Subscriber’s voting rights in respect of the Fund’s outstanding voting equity securities (calculated on the basis of voting power) shall be automatically reduced, as of the day prior to the date on which the Disqualifying Event occurred, to the lesser of 19.9% and the percentage that would otherwise apply pursuant to the Articles (and will in no event exceed 19.9% at any time thereafter), and the Fund is hereby authorized on behalf of the Subscriber to take such action as the Fund deems necessary or appropriate to give effect to the same; and (ii) the Subscriber acknowledges that if the Fund determines that for any reason the foregoing is not sufficient to avoid any adverse impacts under Rule 506(d) or 506(e) of Regulation D promulgated under the Securities Act, the Fund may take any action and/or pursue any remedies available to the Fund including, without limitation, compulsory redemption of the Subscriber’s Shares and may deduct from any redemption proceeds in respect of the Shares so redeemed, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction.

29. In this Agreement “Tax Information Exchange Obligations” means the obligations imposed on the Fund to gather and disclose to the competent authorities information relating to investors in the Fund under (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto, (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information), (iii) any intergovernmental agreement between the Cayman Islands (or any Cayman Islands government body) and the U.S or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Agreement, and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.

In order to ensure the Fund’s compliance with its Tax Information Exchange Obligations, the Subscriber required to complete and deliver to the Administrator the Tax Information Authority self-certification form (see Annex E) and the appropriate IRS Form W-8. The Subscriber may also be required to provide such additional information as the Administrator and/or the Fund may reasonably require from time to time in order to ensure its ongoing compliance with its Tax Information Exchange Obligations.

If the Subscriber provides information or documentation that is in any way misleading or inaccurate (including, for the avoidance of doubt, with respect to disqualifying events as described in Rule 506(d)) or if the Subscriber fails to provide information or documentation as may be requested from time to time, (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax or other penalties), the Fund may take any action and/or pursue any remedies available to the Fund including, without limitation, compulsory redemption of the Subscriber’s Shares and may deduct from any redemption proceeds in respect of the Shares so redeemed, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction. The Fund may also be required to treat the Subscriber’s interest in the Fund as a reportable account in order to comply with its Tax Information Exchange Obligations.

30. Any Indemnified Party or other identifiable person who is not a party to this Agreement may enforce any rights granted to it pursuant to this Agreement in its own right as if it was a party to this Agreement. Except as expressly provided in the foregoing sentence, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Revised) (as amended) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of or notice to any person who is not a party to this Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Agreement at any time. The Subscriber acknowledges and consents that the Fund, the Administrator and/or the Investment Manager may disclose to each other, to any regulatory body or any other service provider to the Fund or the Administrator in any jurisdiction, including those outside of the Cayman Islands, copies of the Subscriber’s subscription application and any information, certifications or documentation, including of a confidential nature, provided by the

Subscriber to the Fund, the Administrator and/or the Investment Manager. 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.

31. If the Subscriber is a dealer or adviser acting on behalf of a fully managed account, the Subscriber agrees that it will use commercially reasonable efforts to assist Onex in obtaining from the underlying investor such information as Onex requires to satisfy applicable anti-money laundering, counterterrorist/proliferation financing and “know your customer” laws, including the rules and regulations of any self-regulatory organization with competent jurisdiction. Without limitation of the foregoing, the Subscriber will do all such acts and things and obtain from each underlying investor all such reports, representation forms and other documents with respect to the distribution of Funds and the investment by discretionary accounts in the Funds as may be reasonably requested by Onex or required by applicable laws and regulations, including, without limitation, laws and regulations that relates to FATCA and CRS. The Subscriber shall be responsible for and shall do all such acts and things and obtain from each underlying investor all such reports, representation forms and other documents as required by applicable securities laws, or required for the Subscriber to comply with Canadian and U.S. income tax law (including the provisions of Part XVIII of the Income Tax Act (Canada) (the “ITA”) respecting reporting obligations to the CRA regarding FATCA reporting requirements, and Part XIX of the ITA regarding reporting to the CRA regarding CRS). Onex shall in no manner be liable or responsible for any failure of the Subscriber to comply with any applicable laws or regulations that relates to the Canadian and U.S. income tax law, FATCA and CRS.
32. The Subscriber represents, warrants and covenants that no person who is a beneficial owner<sup>16</sup> of the Subscriber’s Common Shares is also a beneficial owner of another shareholder’s Common Shares, except for the shareholders of the Fund identified below:

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<sup>16</sup> For purposes of this Section, a “beneficial owner” is any person within the meaning of Rule 13d-3 under the Exchange Act (“Rule 13d-3”), and the related rules and interpretations thereunder. In general, a “beneficial owner” of a security under Rule 13d-3 is a person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares (i) voting power which includes the power to vote, or to direct the voting of, such security; and/or (ii) investment power which includes the power to dispose, or to direct the disposition of, such security. In making this representation and warranty, the Subscriber should review the full Rule 13d-3 definition of a “beneficial owner”, attached hereto as Exhibit D. The Rule 13d-3 definition includes direct and indirect voting and investment power over Common Shares and Common Shares may be beneficially owned by multiple persons.

Dated:

The foregoing offer is hereby accepted, subject to the conditions set forth herein and the decision of the Directors of the Fund to issue the shares

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**OCP SENIOR CREDIT FUND INTERNATIONAL, LTD.**

By:

Name:

Title:

Very truly yours,

Subscriber's Name

Signature of Subscriber or Authorized Signatory

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Name and Title of Authorized Signatory

Address of Subscriber<sup>17</sup>:

City, Province, Postal Code:

Telephone Number of Subscriber:

Facsimile Number of Subscriber:

E-Mail Address of Subscriber:

Subscription Amount: \$

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<sup>17</sup> Subscriber represents that the address and the principal place of business (as applicable) set forth on this page are the correct address and principal place of business, respectively, of the Subscriber and shall be used by the Fund for all purposes.



# EXHIBIT A

## MANAGED ACCOUNT CLIENT(S)

Exhibit A-1
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This Exhibit A must be completed by a registered dealer or adviser executing this Subscription Agreement and Revocable Proxy on behalf of one or more fully managed accounts (provide evidence of authority).

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### Name and Address of Registrant Firm Subscribing on behalf of Managed Accounts:

Print Full Legal Name Dealer Code

Address

City, Province, Postal Code

Name and Title of Authorized Signatory

Signature of Authorized Signatory

Name and Title of Second Authorized Signatory (if required)

Signature of Second Authorized Signatory (if required)

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For each managed account please provide the following information (either below or in a separate spreadsheet with the below information and as acceptable to the Manager)

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#### Account Holder 1

Name

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

Fund Company Account #

Dealer/Alternative Account #

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#### Account Holder 2

Name

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

Fund Company Account #

Dealer/Alternative Account #

Account Holder 3

Name

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

Fund Company Account #

Dealer/Alternative Account #

Account Holder 4

Name

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

Fund Company Account #

Dealer/Alternative Account #

Account Holder 5

Name

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

Fund Company Account #

Dealer/Alternative Account #

Account Holder 6

Name

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

Fund Company Account #

Dealer/Alternative Account #

## EXHIBIT B DEFINITION OF U.S. person

### Rule 902 of the U.S. Securities Act of 1933

Exhibit B-1
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- (1) "U.S. Person" means:
- (i) any natural person resident in the United States;
  - (ii) any partnership or corporation organized or incorporated under the laws of the United States;
  - (iii) any estate of which any executor or administrator is a U.S. Person;
  - (iv) any trust of which any trustee is a U.S. Person;
  - (v) any agency or branch of a non-U.S. entity located in the United States;
  - (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
  - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
  - (viii) any partnership or corporation if:
    - (A) organized or incorporated under the laws of any non-U.S. jurisdiction; and
    - (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.
- (2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person".
- (3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:
- (i) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
  - (ii) the estate is governed by non-U.S. law.
- (4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.
- (5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person.
- (6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a "U.S. Person" if:
- (i) the agency or branch operates for valid business reasons; and
  - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.
- (7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons".

# EXHIBIT C PRIVACY NOTICE

## Onex Credit Investor Data Privacy Notice

Exhibit C-1

### 1. Why are you seeing this notice?

We believe that respecting and protecting Personal Data is an important part of our relationship with you.

You may need to provide Personal Data to us as part of your investment into a fund or other investment vehicle (as applicable, the **Fund**) managed or advised by Onex Credit Management LLC, Onex Credit Partners, LLC or their respective affiliates (and, where applicable, the general partner of the relevant Fund) (collectively, **Onex Credit**).

We make this notice (the **Data Privacy Notice**) available to you because we want you to understand how and why we use, store and otherwise process your Personal Data when you deal with us or our relevant affiliates (including under applicable data protection laws). Depending on your location and/or domicile, you may have certain rights with respect to your Personal Data under applicable data protection laws (including as described in this Data Privacy Notice).

“**Personal Data**” has the meaning given to it under data protection laws that apply to our processing of your personal information, and includes any information that relates to, describes, identifies or can be used, directly or indirectly, to identify an individual (such as name, address, date of birth, personal identification numbers, sensitive personal information, and economic information).

We ask that investors promptly provide the information contained in this Data Privacy Notice to any individuals whose Personal Data they provide to the Fund or its affiliates in connection with ‘know your client’/anti-money laundering requests or otherwise. This Data Privacy Notice applies to current, potential and former investors in the Fund.

PLEASE READ THE INFORMATION BELOW CAREFULLY. IT EXPLAINS HOW AND WHY PERSONAL DATA IS PROCESSED BY US.

### 2. Who is providing this notice?

For transparency, the Onex Credit entities on whose behalf this privacy statement is made are: (i) the Fund; and (ii) where applicable, the Onex Credit general partner and/or investment adviser and/or investment manager of the relevant Fund, in each case, with which you contract, transact or otherwise share Personal Data (together, the **Fund Parties** and individually, a **Fund Party**).

Where we use the terms “**we**”, “**us**” and “**our**” in this Data Privacy Notice, we are referring to the Fund and the Fund Parties. Please consult your subscription documents, private placement memorandum or other offering documentation provided to you by or on behalf of the Fund Parties which will further specify the entities and contact details of the Fund Parties relevant to our relationship with you.

We welcome investors and their representatives to contact us if they have any queries with respect to the Fund Parties (in particular, which Fund Parties are relevant to their relationship with Onex Credit). If you have any queries, our contact details are below.

When you provide us with your Personal Data, each Fund Party that decides how and why Personal Data is processed acts as a “**data controller**”. “**Controller**”, “**processing**” and “**processor**” have the meanings given to them in the applicable data protection laws. In simple terms, the Fund Party being a “**controller**” means that it makes certain decisions on how to use and protect your Personal Data — but only to the extent that we have informed you about the use or are otherwise permitted by law.

Where your Personal Data is processed by an entity controlled by, or under common control with, the Onex Credit entity/ies managing a Fund for its own purposes, this entity will also be a data controller.

Service providers to the Fund and Onex Credit, including the administrator, depository and/or AIFM of the Fund, as applicable, work under a range of professional and legal obligations that require them to process Personal Data (e.g., anti-money laundering legislation). In order to meet the requirements of such obligations, they, from time to time, would not be acting on our instructions but instead in accordance with their own respective professional or legal obligations and therefore as data controllers in their own right with respect to such processing. For more specific information or requests in relation to the processing of Personal Data by such service providers, you may also contact such service providers or visit their websites.

### 3. What Personal Data do we collect about you?

The types of Personal Data that we collect and share depends on the product or service you have with us and the nature of your investment.

The Personal Data collected about you will help us to provide you with a better service and facilitate our business relationship.

We may combine Personal Data that you provide to us with Personal Data that we collect from you, or about you from other sources, in some circumstances. This will include Personal Data collected in an online or offline context.

As a result of our relationship with you as an investor in a Fund, we may collect, and may have collected in the past 12 months, Personal Data concerning you in the following categories:

- a) Personal Identifiers (e.g., real name, alias, postal address, email address, social security or driver's license number, government ID, signature, telephone number, education, employment, employment history, financial information, including tax-related information/ codes and bank account details, information used for monitoring and background checks to comply with laws and regulations, including 'know your client', anti-money laundering, and sanctions checks, online registration details, and other contact information);
- b) Sensitive/protected characteristic information (e.g., age/date of birth, nationality, citizenship, country of residence, gender, and other information used to comply with laws and regulations);
- c) Commercial information (e.g., assets, income, transaction and investment history, accounts at other institutions, financial positions/ returns, information concerning source of funds and any applicable restrictions on your investment such as political exposure or sanctions);
- d) Internet or other network activity (e.g., browsing or search history, information regarding interaction with an internet website, application, or advertisement, online identifiers such as cookies);
- e) Sensory and surveillance data (e.g., recordings of telephone calls where permitted or required by law, video (surveillance) recordings, closed-circuit television (CCTV) images and recordings, and other records of your interactions with us or our service providers, including electronic communications);
- f) Professional or employment-related information (e.g., current or past job history); and
- g) Inferences drawn from other personal information (e.g., profiles reflecting preferences and trends, based on information such as assets, investment experience, risk tolerance, investment activity, and transaction history).

### 4. Where do we obtain your Personal Data?

We collect, and have collected, Personal Data about you from a number of sources, including from you directly:

#### 1 Personal Data that you give us

- from the forms and any associated documentation that you complete when subscribing for an investment, shares, interests, and/ or opening an account with us. This can include information about your name, address, date of birth, passport details or other national identifier, driving license, your national insurance or social security number and income, employment information and details about your investment or retirement portfolio(s), and financial-related data (such as returns and financial positions)
- when you provide it to us in correspondence and conversations, including electronic communications such as email and telephone calls
- when you make transactions with respect to the Fund
- when you interact with our online platforms and websites (such as Intralinks and any websites on which subscription agreements may be completed)
- when you purchase securities from us and/or tell us where to send money
- from cookies, web beacons, and similar interactions when you or your devices access our sites
- when we need to identify you and/or complete necessary security checks, where you visit one of our buildings or attend meetings. This can include form of ID, and your image for CCTV purposes.

## 2 Personal Data that we obtain from others

We obtain Personal Data from:

- publicly available and accessible directories and sources
- bankruptcy registers
- tax authorities, including those that are based outside the territory in which you are located or domiciled, including the Cayman Islands, the United Kingdom (UK) and the European Economic Area (EEA), if you are subject to tax in another jurisdiction
- governmental and competent regulatory authorities to whom we have regulatory obligations
- credit agencies
- fraud prevention and detection agencies/organizations
- transaction counterparties

## 5. Why do we process your Personal Data?

We may process or disclose your Personal Data for the following reasons:

### 1 Contract

It is necessary to perform our contract with you to:

- to operate the Funds, including managing and administering the Funds on an on-going basis which enables the Funds and their investors to satisfy their contractual duties and obligations to each other
- administer, manage and set up your investor account(s) to allow you to purchase your holding (of shares or interests) in our Funds
- meet the resulting contractual obligations we have to you
- facilitate the continuation or termination of the contractual relationship between you and the Fund
- facilitate the transfer of funds, and administering and facilitating any other transaction, between you and the Fund

### 2 Compliance with law

It is necessary for compliance with an applicable legal or regulatory obligation to which we are subject, in order to:

- undertake our client and investor due diligence, and on-boarding checks
- carry out verification, 'know your client', terrorist financing, sanctions, and anti-money laundering checks
- verify the identity and addresses of our investors (and, if applicable, their beneficial owners)
- comply with requests from regulatory, governmental, tax and law enforcement authorities
- carry out surveillance and investigations
- carry out audit checks
- maintain statutory registers
- prevent and detect fraud
- comply with sanctions requirements

### 3 Legitimate interests

For our legitimate interests or those of a third party (such as a transaction counterparty or lender) to:

- manage and administer your holding in any Funds in which you are invested, and any related accounts on an ongoing basis
- assess and process any applications or requests made by you
- open, maintain or close accounts in connection with your investment in, or withdrawal from, the Fund scheme
- send updates, information and notices or otherwise correspond with you in connection with your investment in the Fund scheme
- address or investigate any complaints, claims, proceedings or disputes
- provide you with, and inform you about, our investment products and services
- monitor and improve our relationships with investors
- comply with applicable regulatory obligations, including anti-money laundering, sanctions and 'know your client' checks
- assist our transaction counterparties to comply with their regulatory and legal obligations (including anti-money laundering, 'know your client' and sanctions checks)
- manage our risk and operations
- comply with our accounting and tax reporting requirements
- comply with our audit requirements
- assist with internal compliance with our policies and processes

- ensure appropriate group management and governance
- keep our internal records
- prepare reports on incidents/accidents
- protect our business against fraud, breach of confidence, theft of proprietary materials, and other financial or business crimes (to the extent that this is not required of us by law)
- analyze and manage commercial risks
- seek professional advice, including legal advice
- enable any actual or proposed assignee or transferee, participant or sub-participant of the partnership's or Fund vehicles' rights or obligations to evaluate proposed transactions
- facilitate business asset transactions involving the Fund partnership or Fund-related vehicles
- monitor communications to/from us using our systems
- protect the security and integrity of our information technology systems
- protect the security and safety of our buildings and locations where we operate
- operate, run and schedule online meetings, webinars and conferences (for example, using Zoom, Webex and other online meeting platforms)
- manage our financing arrangements with our financiers and financing transaction counterparties, including payment providers, intermediaries, and correspondent/agent banks

We only rely on these interests where we have considered that, on balance, the legitimate interests are not overridden by your interests, fundamental rights or freedoms.

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#### ***Monitoring as described at (3) above***

We monitor communications where applicable law requires us to do so. We will also monitor where we are required to do so to comply with our regulatory rules and practices and, where we are permitted to do so, to protect our business and the security of our systems.

Where we engage a third party processor, the processor will be subject to contractual obligations to (i) process in accordance with our prior written instructions; and (ii) have appropriate technical and organizational measures in place to protect the confidentiality and security of the Personal Data including to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

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## **6. Who we share your Personal Data with**

Your Personal Data will be shared with:

#### **Associates, related parties and members of the group**

We share your Personal Data with our associates, related parties and members of our group. This is:

- to manage our relationship with you
- for the legitimate interests of a third party in carrying out anti-money laundering and compliance checks required of them under applicable laws and regulations
- for the purposes set out in this Data Privacy Notice

#### **Fund Managers, Depositories, Administrators, Custodians, Investment Advisers**

- delivering the services you require
- managing your investment
- supporting and administering investment-related activities
- complying with applicable investment, anti-money laundering and other laws and regulations

#### **Tax Authorities**

- to comply with applicable laws and regulations
- where required or requested by tax authorities in the territory in which you are located or domiciled (in particular, Cayman Island, UK or EEA tax authorities) who, in turn, may share your Personal Data with foreign tax authorities
- where required or requested by foreign tax authorities, including outside of the territory in which you are located or domiciled (including outside the Cayman Islands, UK or EEA)

**Service Providers**

- delivering and facilitating the services needed to support our business relationship with you
- supporting and administering investment-related activities
- where disclosure to the service provider is considered necessary to support Onex Credit with the purposes described in section 5 of this Data Privacy Notice

**Financing Counterparties, Lenders, Correspondent and Agent Banks**

- assisting these transaction counterparties with regulatory checks, such as 'know your client', and anti-money laundering procedures
- sourcing credit for Fund-related entities in the course of our transactions and fund life cycles

**Our Lawyers, Auditors and other Professional Advisers**

- providing you with investment-related services
- to comply with applicable legal and regulatory requirements

In exceptional circumstances, we will share your Personal Data with:

- competent regulatory, prosecuting and other governmental agencies or litigation counterparties, in any country or territory; and
- other organizations and agencies — where we are required to do so by law.

For California residents, in the preceding 12 months, we may have disclosed Personal Data listed in any of the categories in section 3 above for a business purpose (in particular, as described in this section).

For EEA and UK residents, the categories of recipients of your Personal Data are those described in the table above in this section 6.

## 7. Do you have to provide us with this Personal Data?

Where we collect Personal Data from you, we will indicate if:

- provision of the Personal Data is necessary for our compliance with a legal obligation; or
- it is purely voluntary and there are no implications for you if you do not wish to provide us with it.

Unless otherwise indicated, you should assume that we require the Personal Data for statutory or contractual requirements or for our legitimate business interests or those of a third party (except where those interests are overridden by your interests, fundamental rights or freedoms).

Some of the Personal Data that we request is necessary for us to perform our contract with you and if you do not wish to provide us with this Personal Data, it will affect our ability to provide our services to you and manage your investment. More specifically, where Personal Data is required to satisfy a legal or regulatory requirement or a contractual requirement, failure to provide such information may result in your subscription in the applicable Fund being rejected, compulsorily redeemed, frozen or withdrawn, as applicable. Where there is suspicion of unlawful activity, failure to provide Personal Data may result in the submission of a report to the relevant law enforcement agency or supervisory authority.

## 8. Sending your Personal Data internationally

We may transfer your Personal Data between different countries to our affiliates and group members, members of the Fund's partnership, transaction counterparties, and third party service providers. These countries may not guarantee similarly strict data protection and privacy laws, and may include those countries in which our affiliates and service providers operate (and may include, for example, transfers from the EEA, the UK or the Cayman Islands (as applicable) to a jurisdiction outside of such territory— please see below).

Where we transfer Personal Data to other members of our group, our service providers or another third party recipient from one country to another, we will ensure that our arrangements with them are governed by data transfer agreements or appropriate safeguards, designed to ensure that your Personal Data is protected as required under applicable data protection law (including, where appropriate, under an agreement on terms approved for this purpose by the European Commission or by obtaining your consent).

Please contact us if you would like to know more about these agreements or receive a copy of them. Please see below for our contact details.



### Transfer of Personal Data outside of the EEA, the UK or the Cayman Islands (as applicable)

If you transfer your Personal Data to us directly, you will be transferring such data voluntarily and entirely at your discretion to our offices which are in the United States. The United States does not have data protection and privacy laws that provide the same degree of protection as those in the EEA, the UK and/or the Cayman Islands.

If we were to process your Personal Data in the context of an establishment in the EEA or the UK and transfer your Personal Data from an establishment in the EEA and / or the UK outside of the EEA and / or the UK (as applicable), or are otherwise subject to restrictions on transfer of Personal Data outside the EEA and / or the UK (as applicable), we will only do so pursuant to a valid transfer mechanism such as:

- An adequacy decision by the European Commission (or equivalent);
- Binding corporate rules (EEA and UK only);
- Data transfer agreements and/or safeguards using terms approved by the European Commission; and/or
- Other valid transfer mechanisms permitted under applicable data protection and privacy laws.

## 9. Consent — and your right to withdraw it

Except as may otherwise be required by local law, we do not generally rely on obtaining your consent to process your Personal Data. In particular, we do not generally rely on obtaining your consent where our processing of your Personal Data is subject only to the data protection laws of the UK/EEA/Cayman Islands (in these circumstances we will usually rely on another legal basis more appropriate in the circumstances, including those set out in section 5 above). If we do rely on consent for processing of your Personal Data, you have the right to withdraw this consent at any time. Please contact us or send us an email at [compliance@onexcredit.com](mailto:compliance@onexcredit.com) at any time if you wish to do so.

Where required by applicable law, we will obtain your consent for the processing of your Personal Data for direct marketing purposes. If you do receive direct marketing communications from us (for example, by post, email, fax or telephone), you may opt-out by clicking the link in the relevant communication, completing the forms provided to you (where relevant), or by contacting us (see paragraph 14 below).

## 10. Retention and deletion of your Personal Data

We keep your Personal Data throughout the duration of our business relationship, and as long as it is necessary to fulfil the purposes described above or, where longer, such longer period as is required or permitted by law or regulatory obligations which apply to us. We will generally:

- retain Personal Data about you throughout the life cycle of any investment you are involved in; and
- retain some Personal Data after your relationship with us ends.

As a general principle, we do not retain your Personal Data for longer than we need it.

We will usually delete your Personal Data (at the latest) after you cease to be an investor in any Fund and there is no longer any legal/regulatory requirement (including applicable record retention rules), or business purpose, for retaining your Personal Data.

## 11. Your rights

You may, subject to certain limitations, have data protection rights depending on the data protection laws that apply to our processing of your Personal Data, including the right to:

- receive confirmation as to whether we have Personal Data concerning you and, if so, access to that Personal Data and information concerning the nature and processing of such Personal Data
- rectify or update Personal Data that is incomplete or inaccurate
- erase Personal Data in certain circumstances
- access your Personal Data, and some related information, including the purpose for processing the Personal Data, the categories of recipients of that Personal Data to the extent that it has been transferred internationally, and, where the Personal Data has not been collected directly from you, the source (the **category information**)

- receive your Personal Data in a structured, commonly used and machine-readable format and the right to request that we transmit such data to another Controller, in certain circumstances
- restrict the processing and use of your Personal Data in certain circumstances
- have incomplete or inaccurate Personal Data corrected
- object to processing of your Personal Data where we are relying on a particular legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground
- object where we are processing your Personal Data for direct marketing purposes
- request the transfer of your Personal Data to another party
- request that we transfer your Personal Data to another organization (or directly to you)
- ask us to stop processing your Personal Data
- require us to delete your Personal Data in some limited circumstances
- If you are located or domiciled in the Cayman Islands, be notified of a data breach (unless the breach is unlikely to be prejudicial)
- If you are located or domiciled in the Cayman Islands, obtain information as to any countries or territories outside the Cayman Islands to which we, whether directly or indirectly, transfer, intend to transfer or wish to transfer your Personal Data, general measures we take to ensure the security of personal data and any information available to us as to the source of your Personal Data

You also have the right in some circumstances to request us to “port” your Personal Data in a portable, re-usable format to other organizations (where this is possible).

California residents may also request certain information about our disclosure of Personal Data during the prior year, including category information (as defined above).

We review and verify requests to protect your Personal Data, and will action data protection requests fairly and in accordance with applicable data protection laws and principles.

If you wish to exercise any of these rights, please contact us (details below).

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## 12. Automated decision making

We do not use automated decision-making technology or profiling.

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## 13. Concerns or queries

We take your concerns very seriously. We encourage you to bring it to our attention if you have any concerns about our processing of your Personal Data. This Data Privacy Notice was drafted with simplicity and clarity in mind. We are, of course, happy to provide any further information or explanation needed. Our contact details are below.

Please also contact us via any of the below contact methods if you have a disability and require an alternative format of this Data Privacy Notice. If you want to make a complaint, you can also contact the body regulating data protection in your country, where you live or work, or the location where the data protection issue arose. In particular:

Country	Supervisory Authority
Cayman Islands	Cayman Islands Ombudsman (available at: <a href="https://ombudsman.kv">https://ombudsman.kv</a> )
EEA	A list of the EEA data protection authorities and contact details is available by clicking this link: <a href="http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080">http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080</a>
UK	Information Commissioner’s Office (available at: <a href="https://ico.org.uk/make-a-complaint/">https://ico.org.uk/make-a-complaint/</a> )

#### 14. Contact us

Please contact us if you have any questions about this Data Privacy Notice or the Personal Data we hold about you. The identity and contact details of the controller of your Personal Data are:

Onex Credit Partners, LLC

Phone: +1 201-541-2121

[compliance@onexcredit.com](mailto:compliance@onexcredit.com)

930 Sylvan Avenue Englewood Cliffs NJ 07632, USA

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#### 15. Changes to this Data Privacy Notice

We keep this Data Privacy Notice under regular review. Please check regularly for any updates at our investor portal.

This Data Privacy Notice was last updated on April 30, 2021.

## EXHIBIT D

### Determination of “Beneficial Owners” for Purposes of Section 33 of the Agreement

Exhibit D-1
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Rule 13d-3 under the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”):

- (a) For the purposes of Sections 13(d) and 13(g) of the Exchange Act a beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares:
  - (1) Voting power which includes the power to vote, or to direct the voting of, such security; and/or,
  - (2) Investment power which includes the power to dispose, or to direct the disposition of, such security.
- (b) Any person who, directly or indirectly, creates or uses a trust, proxy, power of attorney, pooling arrangement or any other contract, arrangement, or device with the purpose or effect of divesting such person of beneficial ownership of a security or preventing the vesting of such beneficial ownership as part of a plan or scheme to evade the reporting requirements of Section 13(d) or (g) of the Exchange Act shall be deemed for purposes of such Sections to be the beneficial owner of such security.
- (c) All securities of the same class beneficially owned by a person, regardless of the form which such beneficial ownership takes, shall be aggregated in calculating the number of shares beneficially owned by such person.
- (d) Notwithstanding the provisions of paragraphs (a) and (c) of this rule:
  - (1) (i) A person shall be deemed to be the beneficial owner of a security, subject to the provisions of paragraph (b) of this rule, if that person has the right to acquire beneficial ownership of such security, as defined in Rule 13d-3(a) within sixty days, including but not limited to any right to acquire: (A) Through the exercise of any option, warrant or right; (B) through the conversion of a security; (C) pursuant to the power to revoke a trust, discretionary account, or similar arrangement; or (D) pursuant to the automatic termination of a trust, discretionary account or similar arrangement; provided, however, any person who acquires a security or power specified in paragraphs (d)(1)(i)(A), (B) or (C), of this Section, with the purpose or effect of changing or influencing the control of the issuer, or in connection with or as a participant in any transaction having such purpose or effect, immediately upon such acquisition shall be deemed to be the beneficial owner of the securities which may be acquired through the exercise or conversion of such security or power. Any securities not outstanding which are subject to such options, warrants, rights or conversion privileges shall be deemed to be outstanding for the purpose of computing the percentage of outstanding securities of the class owned by such person but shall not be deemed to be outstanding for the purpose of computing the percentage of the class by any other person.
  - (ii) Paragraph (d)(1)(i) of this Section remains applicable for the purpose of determining the obligation to file with respect to the underlying security even though the option, warrant, right or convertible security is of a class of equity security, as defined in Rule 13d-1(i) under the Exchange Act, and may therefore give rise to a separate obligation to file.
- (2) A member of a national securities exchange shall not be deemed to be a beneficial owner of securities held directly or indirectly by it on behalf of another person solely because such member is the record holder of such securities and, pursuant to the rules of such exchange, may direct the vote of such securities, without instruction, on other than contested matters or matters that may affect substantially the rights or privileges of the holders of the securities to be voted, but is otherwise precluded by the rules of such exchange from voting without instruction.
- (3) A person who in the ordinary course of its business is a pledgee of securities under a written pledge agreement shall not be deemed to be the beneficial owner of such pledged securities until the pledgee has taken all formal steps necessary which are required to declare a default and determines that the power to vote or to direct the vote or to dispose or to direct the disposition of such pledged securities will be exercised, provided, that:
  - (i) The pledgee agreement is bona fide and was not entered into with the purpose nor with the effect of changing or influencing the control of the issuer, nor in connection with any transaction having such purpose or effect, including any transaction subject to Rule 13d-3(b);
  - (ii) The pledgee is a person specified in Rule 13d-1(b)(ii), including persons meeting the conditions set forth in paragraph (G) thereof; and
  - (iii) The pledgee agreement, prior to default, does not grant to the pledgee;
    - (A) The power to vote or to direct the vote of the pledged securities; or
    - (B) The power to dispose or direct the disposition of the pledged securities, other than the grant of such power(s) pursuant to a pledge agreement under which credit is extended subject to U.S. Federal Reserve Board Regulation T and in which the pledgee is a broker or dealer registered under Section 15 of the Exchange Act.
- (4) A person engaged in business as an underwriter of securities who acquires securities through its participation in good faith in a firm commitment underwriting registered under the U.S. Securities Act of 1933, as amended shall not be deemed to be the beneficial owner of such securities until the expiration of forty days after the date of such acquisition.

# EXHIBIT E CAYMAN ISLANDS TAX INFORMATION AUTHORITY SELF-CERTIFICATION FORMS

## Individual Self-Certification

Exhibit E-1

### Instructions for completion

We are obliged under the Tax Information Authority Act, the Regulations, and Guidance Notes made pursuant to that Act, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this form, please contact your tax advisor.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

### Section 1: Account Holder Identification

Account Holder Name

Date of Birth (dd/mm/yyyy)

Place and Country of Birth

### Permanent Residence Address:

Address

City, Province, Postal Code

### Mailing address (if different from above):

Address

City, Province, Postal Code

**Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes**

Please tick either (a) or (b) or (c) and complete as appropriate.

- (a) I confirm that I am a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:
  
- (b) I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.
  
- (c) I confirm that I am not a U.S. citizen or resident in the U.S. for tax purposes.

Complete section 3 if you have non-U.S. tax residences.

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**Section 3: Declaration of Tax Residency (other than U.S.)**

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

Country/countries of tax residency	Tax reference number type	Tax reference number
------------------------------------	---------------------------	----------------------

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

---

**Section 4: Declaration and Undertakings**

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

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

Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

Signature:

Date: (dd/mm/yyyy):

## Entity Self-Certification

### Instructions for completion

We are obliged under the Tax information Authority Act, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this form, please refer to accompanying guidelines for completion or contact your tax advisor.

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### PART I: General

#### Section 1: Account Holder Identification

Legal Name of Entity/ Branch

Country of Incorporation/organisation

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#### Current Residence or Registered Address:

Address

City, Province, Postal Code

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#### Mailing address (if different from above):

Address

City, Province, Postal Code

## PART II: US IGA

### Section 2: U.S. Persons

Please tick and complete as appropriate.

- (a) The entity is a **Specified U.S. Person** and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:
- (b) The entity is a U.S. Person that is not a Specified U.S. Person. Indicate exemption<sup>18</sup>

If the entity is not a U.S. person, please complete Section 3.

### Section 3: US FATCA Classification for all Non United States Entities

Please complete this section if the entity is **not** a U.S. Person

3.1 If the entity is a **Registered Foreign Financial Institution**, please tick one of the below categories, and provide the entity's **FATCA GIIN** at 3.1.1.

- (a) Reporting Model 1 FFI
- (b) Registered Deemed Compliant Foreign Financial Institution (other than a reporting Model 1 FFI, sponsored FFI, or non-reporting IGA FFI)
- (c) Reporting Model 2 FFI
- (d) Participating Foreign Financial Institution

3.1.1 Please provide your *Global Intermediary Identification number (GIIN)*:

(if registration in progress indicate so)

3.2 If the entity is a **Financial Institution but unable to provide a GIIN or has a Sponsored Entity GIIN**, please complete one of the below categories:

- (a) The Entity is a Sponsored Financial Institution (sponsored by another entity that has registered as a Sponsoring Entity) and (select one):
- (i) has no US reportable accounts, is a Sponsored FI in a Model 1 IGA jurisdiction and therefore not required to obtain a Sponsored Entity GIIN. Please provide the Sponsoring Entity's name and GIIN.  
Sponsoring Entity's Name:  
Sponsoring Entity's GIIN:
- (ii) its Sponsor has obtained a Sponsored Entity GIIN on its behalf.  
Please provide the Sponsoring Entity's name and GIIN, and Sponsored Entity's GIIN.  
Sponsoring Entity's Name:  
Sponsoring Entity's GIIN:  
Sponsored Entity's GIIN:

<sup>18</sup> Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.



- (b) The Entity is a Trustee Documented Trust. Please provide the Trustee's name and GIIN.  
Trustee's Name:  
Trustee's GIIN:
- (c) The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution). Indicate exemption:
- (d) The Entity is a Non-Participating Foreign Financial Institution

3.3 If the entity is not a Foreign Financial Institution, please confirm the Entity's FATCA status below:

- (a) The Entity is an *Exempt Beneficial Owner*<sup>19</sup>. Indicate status:
- (b) The Entity is an *Active Non-Financial Foreign Entity*<sup>20</sup>. Indicate qualifying criteria (see Annex A):
- (c) The Entity is a *Direct Reporting NFFE*<sup>21</sup>, please provide the Entity's GIIN:  
Direct Reporting NFFE's GIIN:
- (d) The Entity is a *Sponsored Direct Reporting NFFE*<sup>22</sup>. Please provide the Sponsoring Entity's name and GIIN.  
Sponsoring Entity's Name:  
Sponsoring Entity's GIIN:  
Sponsored Entity's GIIN:
- (e) The Entity is a *Passive Non-Financial Foreign Entity*<sup>23</sup>.

If you have ticked 3.3(e) *Passive Non-Financial Foreign Entity*, please complete either i. OR ii. below

- (i) Indicate the full name, address, and tax reference type and number of any Substantial U.S. Owners.

If the Entity has chosen to use the definition of 'Substantial U.S. Owner' from the U.S. Treasury Regulations in lieu of the definition of 'Controlling Person' as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners<sup>24</sup>.

**Note:** The decision to utilize the definition of 'Substantial U.S. Owner' in lieu of Controlling Person is only permitted with respect to PART II: US IGA.

### Person 1

Full Name  
Full residence address  
City, Province, Postal Code  
Tax reference type and number

### Person 2

Full Name  
Full residence address  
City, Province, Postal Code  
Tax reference type and number

<sup>19</sup> "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.I of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Annex A

<sup>20</sup> See definition of Active Non-Financial Foreign Entity in Annex A

<sup>21</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

<sup>22</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5)

<sup>23</sup> See definition of Passive Non-Financial Foreign Entity in Annex A

<sup>24</sup> See definition of Substantial U.S. Owner(s) in Annex A.

OR

(iii) Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Annex B then please complete the following:

Please indicate the name of any Controlling Person(s)<sup>25</sup>:

---

Full Name of any Controlling Person(s)

Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons

---

<sup>25</sup> See definition of Controlling Person(s) in Annex A.

## PART III: Common Reporting Standard

### Section 4: Declaration of All Tax Residency (repeat any residences indicated in Part II, Section 2 (US))

Please indicate the Entity's place of tax residence (if resident in more than one jurisdiction please detail all jurisdictions and associated tax reference number type and number).

For the purposes of the Common Reporting Standard (CRS), all matters in connection with residence are determined in accordance with the CRS and its Commentaries.

If an entity has no residence for tax purposes please indicate the jurisdiction in which its place of effective management is situated. Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent, and indicate the reason below.

Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)
----------------------------------	---------------------------	---------------------------------

If applicable, please specify the reason for non-availability of a tax reference number:

### Section 5: CRS Classification

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

5.1 If the entity is a *Financial Institution*<sup>26</sup>, please tick this box and specify the type of Financial Institution in (a), (b), or (c) below<sup>27</sup>:

(a) Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction under CRS, proceed to 5.1 (c)).  
OR

(b) Non-Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction<sup>28</sup> under CRS, proceed to 5.1 (c)). Specify the type of Non-Reporting Financial Institution below:

- Governmental Entity
  - International Organization
  - Central Bank
  - Broad Participation Retirement Fund
  - Narrow Participation Retirement Fund
  - Pension Fund of a Governmental Entity, International Organization, or Central Bank
  - Exempt Collective Investment Vehicle
  - Trust whose trustee reports all required information with respect to all CRS Reportable Accounts
  - Qualified Credit Card Issuer
  - Other Entity defined under the domestic law as low risk of being used to evade tax.
- Specify the type provided in the domestic law:

OR

<sup>26</sup> See definition of *Financial Institution* in Annex B.

<sup>27</sup> Where the entity is resident in a Participating Jurisdiction, use the terms as defined under the CRS regime in that Jurisdiction. Where the entity is resident in a Non-Participating Jurisdiction, definitions under the Cayman Islands CRS regime must be used.

<sup>28</sup> See definition of *Non-Participating Jurisdiction* in Annex B.

- (c) Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:  
 Investment Entity managed by another Financial Institution<sup>29</sup> where a controlling ownership interest is held (directly or indirectly) by a company listed on a stock exchange and subject to disclosure requirements or is a majority owned subsidiary of such a company.  
 Investment Entity managed by another Financial Institution (other than i. above)

Note: if you are either:

- (A) a widely-held, regulated Collective Investment Vehicle (CIV) established as a trust; OR  
 (B) a pension fund established as a trust,

you may apply the Controlling Persons test of a legal person as per the Controlling Person definition in Annex B, and where simplified due diligence procedures are permitted to be applied by the Financial Institution under the applicable AML regime<sup>30</sup> in relation to the Account Holder and its Controlling Persons, no further information is required.

If you have ticked the box for 5.1(c) ii, and neither of the exemptions under (a) and (b) above applies, please indicate the name of the **Controlling Person(s)** in the table below.

**Full Name of any Controlling Person(s)**

Please see definition in Annex B.

(This table must not be left blank unless exemption (a) or (b) above applies)

Please also complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

Other Investment Entity (other than i or ii above); OR

Other Financial Institution, including a Depository Financial Institution, Custodial Institution, or Specified Insurance Company.

5.2 If the entity is an *Active Non-Financial Entity* (“NFE”) please tick this box and specify the type of Active NFE below:

- (a) Corporation that is regularly traded or a related entity of a regularly traded corporation.

Provide the name of the stock exchange where traded:

If you are a related entity of a regularly traded corporation, provide the name of the regularly traded corporation:

- (a) Governmental Entity, International Organization, a Central Bank, or an Entity wholly owned by one or more of the foregoing;

OR

- (b) Other Active Non-Financial Foreign Entity<sup>31</sup> Indicate qualifying criteria (see Annex B)

<sup>29</sup> The managing Financial Institution must be a Financial Institution other than an Investment Entity type b) defined within the definition of a Financial Institution in Annex B.

<sup>30</sup> Please contact the Financial Institution to confirm whether simplified due diligence procedures under the Cayman Islands AML regime may apply to you as an Account Holder (e.g. by being a regulated pension fund in an approved jurisdiction).

<sup>31</sup> See definition of *Active Non-Financial Entity* in Annex B.

5.3 If the entity is a *Passive Non-Financial Entity* please tick this box.<sup>32</sup>

If you have ticked this box please indicate the name of the *Controlling Person(s)*. Please refer to the definition of Controlling Person in Annex B.

**Full Name of any Controlling Person(s)**  
(*must not be left blank*)

Please complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

---

### Entity Declaration and Undertakings

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. I/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities.

I/we acknowledge that it is an offence to make a self-certification that is false in a material particular.

Authorised Signature:

Position/Title:

Date: (dd/mm/yyyy):

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Authorised Signature:

Position/Title:

Date: (dd/mm/yyyy):

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<sup>32</sup> Please see the definition of *Passive Non-Financial Entity* in Annex B.

**PART IV: Controlling Persons**

(please complete for each Controlling Person who is a natural person)

**Section 6 – Identification of a Controlling Person**

**6.1 Name of Controlling Person:**

Family Name or Surname(s):

First or Given Name:

Middle Name(s):

**6.2 Current Residence Address:**

Address

City, Province, Postal Code

**6.3 Mailing Address: (please complete if different from 6.2)**

Address

City, Province, Postal Code

**6.4 Date of birth<sup>33</sup> (dd/mm/yyyy)**

**6.5 Place of birth<sup>34</sup>**

Town or City of Birth

Country of Birth

**6.6 Please enter the legal name of the relevant entity Account Holder(s) of which you are a Controlling Person**

Legal name of Entity 1

Legal name of Entity 2

Legal name of Entity 3

<sup>33</sup> The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

<sup>34</sup> The Controlling Person's place of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

**Section 7 – Jurisdiction of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent (“TIN”)**

Please complete the following table indicating:

- (i) where the Controlling Person is tax resident;
- (ii) the Controlling Person’s TIN for each jurisdiction indicated<sup>35</sup>; and,
- (iii) if the Controlling Person is a tax resident in a jurisdiction that is a Reportable Jurisdiction(s) then please also complete Section 10 “Type of Controlling Person”.

If the Controlling Person is tax resident in more than three jurisdictions please use a separate sheet

Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)
1		
2		
3		

If applicable, please specify the reason for non-availability of a tax reference number:

---

**Section 8 – Type of Controlling Person**

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person’s Status by ticking the appropriate box.	Entity 1	Entity 2	Entity 3
a. Controlling Person of a legal person – <i>control by ownership</i>			
b. Controlling Person of a legal person – <i>control by other means</i>			
c. Controlling Person of a legal person – <i>senior managing official</i>			
d. Controlling Person of a trust – <i>settlor</i>			
e. Controlling Person of a trust – <i>trustee</i>			
f. Controlling Person of a trust – <i>protector</i>			
g. Controlling Person of a trust – <i>beneficiary</i>			
h. Controlling Person of a trust – <i>other</i>			
i. Controlling Person of a legal arrangement (non-trust) – <i>settlor-equivalent</i>			
j. Controlling Person of a legal arrangement (non-trust) – <i>trustee-equivalent</i>			
k. Controlling Person of a legal arrangement (non-trust) – <i>protector-equivalent</i>			
l. Controlling Person of a legal arrangement (non-trust) – <i>beneficiary-equivalent</i>			
m. Controlling Person of a legal arrangement (non-trust) – <i>other-equivalent</i>			

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35 The Controlling Person’s TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

## Controlling Person Declaration and Undertakings

I acknowledge that the information contained in this form and information regarding the Controlling Person(s) and any Reportable Account(s) may be reported to the tax authorities of the jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another jurisdiction(s) in which [I/the Controlling Person] may be tax resident pursuant to international agreements to exchange financial account information.

I certify that either (a) I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates; or (b) I am authorised by the Account Holder to make this declaration.

**I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part IV of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

---

Signature:

Print name:

Date: (dd/mm/yyyy)

**Note:** If you are not the Controlling Person, and not authorised to sign the Declaration on behalf of the Account Holder, please indicate the capacity in which you are signing the form on behalf of the Controlling Person. If signing under a power of attorney or other equivalent written authorisation, on behalf of the Controlling Person, please also attach a certified copy of the power of attorney or written authorisation.

Capacity:



## ANNEX A US IGA DEFINITIONS

**Account Holder** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term “Financial Institution” does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

**Active Non-Financial Foreign Entity** means any NFFE which is a Non U.S. entity that meets any of the following criteria:

- (a) Less than 50 percent of the NFFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;
- (d) The NFFE is a non-U.S. government, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- (e) substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (h) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (i) The NFFE is an “excepted NFFE” as described in relevant U.S. Treasury Regulations; or
- (j) The NFFE meets all of the following requirements:
  - (i) It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
  - (ii) It is exempt from income tax in its country of residence;
  - (iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - (iv) The applicable laws of the Entity’s country of residence or the Entity’s formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the Entity’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and
  - (v) The applicable laws of the Entity’s country of residence or the Entity’s formation documents require that, upon the Entity’s liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the Entity’s jurisdiction of residence or any political subdivision thereof.

**Code** means the US Internal Revenue Code of 1986, as amended.

**Controlling Person** means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term ‘Controlling Persons’ shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations (“FATF”).

**FATF Recommendations on Controlling Persons:**

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons<sup>36</sup>:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest<sup>37</sup> in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

**Entity** means a legal person or a legal arrangement such as a trust.

**Exempt Beneficial Owners** under the US IGA include Government entities, International Organisations, Central Bank, Broad Participation Retirement Funds, Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, and Investment Entities wholly owned by Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

**Financial Institution** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) *Custodial Institution* means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity’s gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity’s gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) *Depository Institution* means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) *Investment Entity* means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer: (1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; (2) individual and collective portfolio management; or (3) otherwise investing, administering, or managing funds or money on behalf of other persons. The term Investment entity shall be interpreted in a manner consistent with similar language set forth in the definition of “financial institution” in the Financial Action Task Force Recommendations; and
- (d) *Specified Insurance Company* means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**NFFE** means any Non-U.S. Entity that is not a Financial Institution as defined in US FATCA.

**Non-U.S. Entity** means an Entity that is not a U.S. Person.

**Passive Non-Financial Foreign Entity** means any NFFE that is not an Active Non-Financial Foreign Entity.

<sup>36</sup> Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

<sup>37</sup> A controlling ownership interest depends on the ownership structure of the company. It may be based on a threshold, e.g. any person owning more than a certain percentage of the company (e.g. 25%).

**Related Entity** An entity is a *Related Entity* of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an entity. Notwithstanding the foregoing, either Party may treat an entity as not a related entity if the two entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

**Specified U.S. Person** means a U.S. Person other than:

- (a) a corporation the stock of which is regularly traded on established securities markets;
- (b) any corporation that is a member of the same expanded affiliated group;
- (c) the United States or any wholly owned agency or instrumentality thereof;
- (d) any State of the United States, any U.S. Territory, any political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing;
- (e) any organization exempt from taxation under section 501 (a) of the Internal Revenue Code (the "Code") or certain individual retirement plans defined in section 7701(a)(37) of the Code;
- (f) any bank as defined in section 581 of the Code;
- (g) any real estate investment trust as defined in section 856 of the Code;
- (h) any regulated investment company defined in section 851 of the Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940;
- (i) any common trust fund as defined in section 584(a) of the Code;
- (j) any trust that is exempt from tax under section 664(c) of the Code or that is described in 4947(a)(1) of the Code;
- (k) a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any State;
- (l) a broker as defined in section 6045(c) of the Code; or
- (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Code

**Substantial U.S. Owner** (as defined in Regulations section 1.1473-1(b)) means generally:

- (a) With respect to any foreign corporation, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value);
- (b) With respect to any foreign partnership, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and
- (c) In the case of a trust–
  - (i) Any Specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679 of the IRC; and
  - (ii) Any Specified U.S. Person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

**U.S. Person** means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. Refer to the U.S. Internal Revenue Code for further interpretation.

## ANNEX B CRS DEFINITIONS

**Account Holder** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

**Active Non-Financial Entity** means any NFE that meets any of the following criteria:

- (a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- (c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- (d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (e) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- (f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (h) the NFE meets all of the following requirements:
  - (i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
  - (ii) it is exempt from income tax in its jurisdiction of residence;
  - (iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - (iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
  - (v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

**Controlling Person** means the natural persons who exercise direct or indirect control over an entity.

In the case of a trust, such term means the settlor(s), the trustees(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

**FATF Recommendations on Controlling Persons:**

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons<sup>38</sup>:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest<sup>39</sup> in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

**Financial Institution** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity:
  - (A) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
    - (i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
    - (ii) individual and collective portfolio management; or
    - (iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
  - (B) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in limb (A) of this definition.

An entity is treated as primarily conducting as a business one or more of the activities described in limb (A), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of limb (B) if the entity's gross income attributable to the relevant activities equals or exceeds 50% of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term "Investment Entity" does not include an entity that is an Active Non-Financial Foreign Entity because it meets any of the criteria in subparagraphs d) through (g) of the definition of Active NFE.

The preceding paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and

<sup>38</sup> Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

<sup>39</sup> A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations (Revised) which implement the FATF Recommendations in the Cayman Islands.

- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**Non-Financial Entity** or **NFE** means any Entity that is not a Financial Institution.

**Non-Participating Jurisdiction** means a jurisdiction that is not a Participating Jurisdiction.

**Non-Reporting Financial Institution** means any Financial Institution that is:

- (a) a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
- (b) a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
- (c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard;
- (d) an Exempt Collective Investment Vehicle; or
- (e) a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported pursuant to Section I with respect to all Reportable Accounts of the trust.

**Participating Jurisdiction** means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I (of the CRS), and (ii) which is identified in a published list.

**Participating Jurisdiction Financial Institution** means (i) any Financial Institution that is resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside such Participating Jurisdiction, and (ii) any branch of a Financial Institution that is not resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

**Passive Non-Financial Entity** means any: (i) Non-Financial Entity that is not an Active Non-Financial Entity; or (ii) an Investment Entity described in limb B (or subparagraph A(6)(b) of the Standard) of the definition of Investment Entity that is not a Participating Jurisdiction Financial Institution.

**Related Entity** means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities described limb B of the definition of Investment Entity, are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.

## EXHIBIT F

### DEFINITION OF “DISQUALIFYING EVENTS”

Exhibit F-1

Except as has been previously disclosed to the Fund in writing, the Subscriber hereby represents and warrants the following with respect to itself and any other person who, within the meaning of Rule 506(d) of Regulation D under the U.S. Securities Act of 1933, as amended, would be a “beneficial owner of 20% or more of the issuer’s outstanding voting securities” with respect to the Subscriber’s Common Shares (each of the following, a “Disqualifying Event”):

- 1.1.1 It has not been convicted, within the past ten years, of any felony or misdemeanor:
  - (a) in connection with the purchase or sale of any security;
  - (b) involving the making of any false filing with the SEC; or
  - (c) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.
- 1.1.2 It is not the subject of any order, judgment or decree of any court of competent jurisdiction, entered within the prior five (5) years, that restrains or enjoins the Subscriber from engaging or continuing to engage in any conduct or practice:
  - (a) in connection with the purchase or sale of any security;
  - (b) involving the making of any false filing with the SEC; or
  - (c) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.
- 1.1.3 It is not the subject of a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration, that bars the Subscriber from:
  - (a) association with an entity regulated by such commission, authority, agency, or officer;
  - (b) engaging in the business of securities, insurance or banking; or
  - (c) engaging in savings association or credit union activities.
- 1.1.4 It is not the subject of a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration, that constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the past ten years.
- 1.1.5 It is not subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 or section 203(e) or (f) of the Investment Advisers Act of 1940 that:
  - (a) suspends or revokes the Subscriber’s registration as a broker, dealer, municipal securities dealer or investment adviser;
  - (b) places limitations on the Subscriber’s activities, functions or operations of, or imposes civil money penalties on the Subscriber; or
  - (c) bars the Subscriber from being associated with any entity or from participating in the offering of any penny stock.
- 1.1.6 It is not subject to any order of the SEC entered within the prior five (5) years that orders the Subscriber to cease and desist from committing or causing a violation or future violation of:
  - (a) any scienter-based anti-fraud provision of the federal securities laws; or
  - (b) Section 5 of the Securities Act of 1933.
- 1.1.7 It is not suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.
- 1.1.8 It has not filed (as a registrant or issuer), or been named as an underwriter in any registration statement or Regulation A offering statement filed with the SEC that, within the past five (5) years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is currently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.

1.1.9 It is not subject to a United States Postal Service false representation order entered within the prior five (5) years, or is not, presently, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

1.1.10 It is not the subject of any ongoing proceeding, arbitration, action, indictment or charge that if resolved against the Subscriber or such person could result in any statement in this Exhibit F being untrue.



# EXHIBIT G

OCP Senior Credit Fund International, Ltd.

Exhibit G-1

## AGREEMENT AND REVOCABLE PROXY FOR PURCHASE OF ADDITIONAL SHARES

This Agreement and Revocable Proxy for Purchase of Additional Shares (this “Additional Subscription Agreement”) is to be used only by existing registered shareholders of OCP Senior Credit Fund International, Ltd. (the “Fund”) purchasing additional Common Shares in the same registered name. It may not be used by new Subscribers.

If the Subscriber is a dealer or adviser acting on behalf of a fully managed account, insert the firm name and general contact information below and complete Appendix 1. You may leave the rest of this Additional Subscription Agreement blank. Dealers without discretionary authority acquiring Common Shares on behalf of multiple clients must complete a separate Additional Subscription Agreement for each such client, and the client as Subscriber must sign the Additional Subscription Agreement unless the dealer or another person has signing authority as agent or attorney (proof of such authority must be provided with this Additional Subscription Agreement).

Name:

Address:

City, Province, Postal Code:

Principal business/ occupation:

Relationship with Subscriber:

Date of birth:

Incorporation no./jurisdiction:

Please complete the following details:

- 1. Full registration name of Subscriber**
- 2. Amount of Additional Investment and Subscription Day** - The Subscriber desires to purchase as many of the Fund’s Common Shares as may be purchased on \_\_\_\_\_, \_\_\_\_\_ (the “Subscription Day”) at their Offering Price (as described in the Fund’s Confidential Explanatory Memorandum, as amended from time to time).

Please check the appropriate box(es) below regarding currency class and insert the dollar amount of the Subscription:

Class A Shares:	U.S. \$
Class B Shares:	C \$
Class F USD Shares:	U.S. \$
Class F CAD Shares:	C \$

Please check the appropriate box below regarding Distributions:

The Subscriber hereby elects to participate in Distributions (as described in the Explanatory Memorandum) and will receive Sub-Class 2 Shares.

The Subscriber hereby elects not to participate in Distributions (as described in the Explanatory Memorandum) and will receive Sub-Class 1 Shares.

If the Subscriber does not check either box, the Subscriber will receive Sub-Class 1 Shares and will not participate in Distributions.

- 3. Continuing Representations and Agreements** - In consideration of the Fund’s acceptance of this offer to purchase Common Shares and recognizing its reliance thereon, the Subscriber agrees, represents and warrants to the Fund that all representations, warranties and information previously provided to the Fund in the Subscription Agreement and Revocable Proxy or any supplements thereto previously executed by the Subscriber or otherwise continue to be true and accurate and complete and all agreements set forth in such documents are hereby reaffirmed and continue to be binding on the Subscriber.

4. **Further Assurances** - The Subscriber hereby confirms and agrees that the Fund and/or IFDS and/or the Administrator of the Fund may, in light of the purchase additional Shares, (i) request additional and/or updated documentation and/or information that it considers necessary or reasonably desirable in order to comply with anti-money laundering, countering terrorist financing, know-your-client or similar laws or regulations to which it or the Fund is subject or (ii) request confirmation from the Subscriber that all anti-money laundering, countering terrorist financing and know-your-client information, documents and/or statements provided and/or made, including any information provided by the Subscriber in any additional documents requested or required, as of the initial subscription date (and which the Subscriber hereby confirms to be true and accurate as of the date hereof) continue to be true and accurate as of the date hereof.
5. **Authority of Signatory** - If the Subscriber is an entity, the person executing this Agreement and Revocable Proxy for the Subscriber has the full power and authority under the Subscriber's governing instruments, and has been duly authorized, to do so and the Subscriber has the full power and authority under its governing instruments to acquire Common Shares of the Fund. This Agreement and Revocable Proxy constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms.
6. **Revocable Proxy** - The Subscriber hereby designates and appoints IFDS, or any successor administrator of the Fund from time to time, with full power of substitution, as its true and lawful Proxy for the purpose of voting the Common Shares herein subscribed for or otherwise acquired as said Proxy may determine on any and all matters which may arise at any meeting (including any class meeting) of shareholders and upon which such Common Shares could be voted by shareholders present in person at such meeting. This Proxy may be revoked by the owner of record of the Common Shares hereby subscribed for, either personally or by presentation of a subsequently executed proxy at any meeting of shareholders, or by facsimile to IFDS.
7. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands and shall be deemed a part of and incorporated into the Subscription Agreement. For the avoidance of doubt, a person's execution and delivery of this Agreement by electronic signature and electronic transmission (jointly, an "Electronic Signature"), including via DocuSign or other similar method, shall constitute the execution and delivery of a counterpart of this Agreement by or on behalf of such person and shall bind such person to the terms of this Agreement. The parties hereto agree that this Agreement and any additional information incidental hereto may be maintained as electronic records. Any person executing and delivering this Agreement by an Electronic Signature further agrees to take any and all reasonable additional actions, if any, evidencing its intent to be bound by the terms of this Agreement, as may be reasonably requested by the Fund. Sections 8 and 19(3) of the Electronic Transactions Act (As Revised) of the Cayman Islands shall not apply to this Agreement.

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Subscriber's Name

Signature of Subscriber or Authorized Signatory

Name and Title of Authorized Signatory

The foregoing offer is hereby accepted, subject to the conditions set forth herein and the decision of the Directors of the Fund to issue the shares.

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OCP SENIOR CREDIT FUND INTERNATIONAL, LTD.

By:

Name:

Title:

**Appendix 1**

This Appendix 1 must be completed by a registered dealer or adviser executing this Additional Subscription Agreement on behalf of one or more fully managed accounts (provide evidence of authority).

**Name and Address of Registrant Firm Subscribing on behalf of Managed Accounts:**

Print Full Legal Name

Dealer Code

Address

City, Province, Postal Code

Name and Title of Authorized Signatory

Signature of Authorized Signatory

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Name and Title of Second Authorized Signatory (if required)

Signature of Second Authorized Signatory (if required)

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For each managed account please provide the following information (either below or in a separate spreadsheet with the below information and as acceptable to the Manager)

**Account Holder 1**

Name of Account Holder

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

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**Account Holder 2**

Name of Account Holder

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

Account Holder 3

Name of Account Holder

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

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Account Holder 4

Name of Account Holder

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

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Account Holder 5

Name of Account Holder

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code

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Account Holder 6

Name of Account Holder

Address

City, Province, Postal Code

Tax Identifier (SIN/TIN/BN)

Subscription Amount (indicate in U.S.\$ or C \$)

Distributions Election (Sub-Class 1 Shares or Sub-Class 2 Shares)

Class of Common Shares

Dealer Representative Name and Code