FINOPTIS SECURITIES

Compartiment: FI STOK MEZZANINE
Class: 2026
Currency: EUR
Isin: LU3498423436

Representations, Warranties and Covenants of the Subscriber

At the time of its initial subscription for the Notes and at each time the Subscriber makes a payment, the Subscriber acknowledges, represents, warrants and covenants to the **Issuer** , the other shareholders as follows:

- it is empowered, authorized and qualified to enter into this Agreement and to subscribe for the Notes;
- it expressly adheres to the status of well-informed investor and expressly agrees to inform the **Issuer** if it ceases to be, or is found not to be, a well-informed investor;
- it is not a US Person (as defined in Regulations S under the United States Securities Act of 1933, as amended, other than a US Accredited Investor) and it is not committing in the Fund for the account or benefit of any US Person nor with a view to the offer, sale or transfer, directly or indirectly of any such commitments within the United States or to a US Person. The concept of US Person is defined in the below Glossary.
- it acknowledges that the **Issuer** is subject to know-your-customer and anti-money laundering rules, regulations and procedures and it shall provide all documents, confirmations and certificates reasonably requested by any agent of the **Issuer** for that purpose and **agrees to inform the Issuer** within five days if these cease to be accurate;
- it has received and read a copy of this Agreement and the copy of the Issuance Documentation provided to the Subscriber before the **Issuer** 's initial acceptance of any of the Subscriber's requested commitment amount and the Subscriber has relied on nothing other than this Agreement, the Issuance Documentation and the regulations in deciding whether to make an investment in the Notes (and not on any other oral or written documents, information of representations);
- it has been given the opportunity to (i) ask questions and receive satisfactory answers concerning the terms and conditions of the offering, (ii) perform its own independent investigations and (iii) obtain additional information in order to evaluate the merits and risks of an investment in the Notes and to verify the accuracy of the information contained in the Issuance Documentation;
- it has consulted to the extent deemed appropriate by the Subscriber with the Subscriber's own advisors as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Notes and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Notes, and believes that an investment in the Notes is suitable and appropriate for the Subscriber;
- it acquires the Notes for its own account for investment and that it has no contract, undertaking or arrangement with any person to sell, assign, transfer or grant a participation right with respect to any interest in the Notes and it has no current intention to sell, assign or otherwise transfer the Notes;
- the execution and delivery of this Agreement and all other documents and agreements relating to its investment in the Notes have been duly authorized by all necessary corporate action and such documents and agreements;
- constitute its legal, valid and binding obligations enforceable in accordance with their terms (except to the extent enforceability may be limited by bankruptcy, moratorium and similar laws affecting creditors' rights generally);
- do not, and the performance of the terms thereof will not, contravene any provision of existing law or regulations, or the charter, by-laws or organisational documents of or applicable to it;
- will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under, or result in or permit the creation or imposition of any lien, charge or encumbrance upon any of its assets pursuant to, any indenture, mortgage, or other agreement or instrument or any judicial decree, order or decision to which it is a party or by which it is bound;
- at the date of signature of this Agreement it is neither the subject matter of any bankruptcy, insolvency, reorganization, receivership, liquidation, administration or such other proceedings nor any proceeding relating to money laundering;
- it will provide the **Issuer** with any information it considers necessary or appropriate to comply with any laws and regulations or tax requirements applicable to the **Issuer** and/or any of their investments or proposed investments;

- it will hold indemnified the shareholders, the Company and its agents, officers and service providers against any damages, liability, obligations or losses, fines, taxes, interests or penalties, thereon claims, actions, demands, suits, proceedings, costs, expenses, disbursements, legal, accounting costs, valuation, audit, investigations, payments of any kind whatsoever arising as a result of or in connection with any failure of the Subscriber to fulfil any of the terms and obligations related to this Agreement or any misrepresentation, or breach by the Subscriber of, or inaccuracy with respect to the representations, guarantees, agreements, documents provided and acknowledgements contained or related directly or indirectly with this Agreement;

- it confirms that the sole signature of the person signing this Agreement below is sufficient to commit the Subscriber to this Agreement. No other signatures are needed to effect the Subscription and if so, the necessary autorisation and proxy exist in order to effect this Agreement and bind the Subscriber as a shareholder to the Issuance Documentation;

- It commits to keep abreast of the information and data as published by the **Issuer** on fundnav.creatrust.com at least once after and within 5 days following every calculation of the value of the Notes (login and password to be requested to the **Issuer**); and

- It is aware and agrees on the terms and conditions applicable to the use of the FundNav ® Software.

- If the Subscriber is domiciled or resident in the United Kingdom, the Subscriber confirms that he/her/it is a person defined as an “investment professional” having professional experience in matters relating to investments as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the “FPO”) (i.e. investment firms and other persons authorised under the United Kingdom Financial Services and Markets Act 2000, as amended (“FSMA”) or exempt from such authorisation under FSMA in relation to the promotion of investments to governments or local authorities); and/or a person who is a high net worth company, trust or unincorporated association falling within Article 49(2)(a) to (d) of the FPO; and/or a person to whom the Issuance Documentation may otherwise be lawfully communicated under the laws of the United Kingdom.

- The Subscriber agrees that the email address(es) provided for this Subscription Form will be used in the future to send reportings and any other communication, data, exchange for compliance or other information related to this subscription.

- The subscriber declares that to the best of their knowledge he/she is not a sanctioned individual under EU/UN Sanctions regulatory regime and the funds to be subscribed are not obtained by any activity(ies)/transaction(s) which could be construed as an infringement to EU/UN Sanctions regime.

Representations, Warranties and Covenants of the Company

Upon effective acceptance of the Subscriber’s investment commitment under this Agreement, the Company acknowledges, represents and warrants as follows:

- the Management Company of the **Issuer** is a Luxembourg société à responsabilité limitée (limited liability company) . The **Issuer** is validly existing under the laws of Luxembourg with all requisite power and authority to enter into this Agreement, to carry out the provisions and conditions hereof and thereof, to carry out its duties and functions as set out in the Issuance Documentation and to consummate the transactions contemplated hereby and thereby;

- the **Issuer** is not subject to:
    - any bankruptcy, insolvency, reorganization, receivership, liquidation, administration or such other proceedings nor any proceeding relating to money laundering, or
    - any action, proceeding, claim, investigation or allegation of fraud, misrepresentation or violation of any securities law, rule or regulation;

- the execution and performance of this Agreement and the Issuance Documentation have been duly authorized by all necessary corporate actions;

- this Agreement constitutes legal, valid and binding obligations of the Company, enforceable in accordance with their terms (except to the extent enforceability may be limited by bankruptcy, moratorium and similar laws affecting creditors’ rights generally);

- this Agreement does not, and the performance of the terms thereof will not, contravene any provision of existing law or regulations, the Management Regulations of the **Issuer**; and

- this Agreement does not require the consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of the **Issuer**.

Amendments

This Agreement may only be amended or supplemented by a written agreement signed by the parties thereto.

No Waiver

No failure or delay of a party to exercise any right or remedy under this Agreement shall be considered, or operate as, a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

Further Assurance

Each shareholder, upon the request of the **Issuer** , agrees to perform all further acts and to execute, acknowledge and deliver any documents that may reasonably be necessary to carry out the provisions of this Agreement.

Data protection

In subscribing the Notes, the bearer authorizes the **Issuer** and its agents to collect, conserve and treat certain information concerning the holder of the Notes, such as notably his name, his address, the amount invested (the “Personal Data”) by electronic or other means. The Company reserves the right to delegate the treatment of this Personal Data to sub-contractors (the “Sub-contractor(s)”). The Personal Data will be treated by or an account of the Company so that it may be in conformity with its legal and/or regulatory obligations.

The bearer of the Notes may refuse to communicate his Personal Data to the **Issuer** , thereby preventing it from using this information. However, such a refusal will render it impossible for the bearer to subscribe and/or hold the subscribed Notes.
The bearer of the Notes has a right of access to his Personal Data. He may otherwise request the correction of his Personal Data each time they may be false or incomplete. The bearer of the Notes will in this event contact the **Issuer** .
The Personal Data of all the bearers of the Notes will be conserved for a period of ten (10) years from (i) the liquidation of the [Bonds/Notes] concerned or (ii) from the transfer data of the Notes to a third party by the bearer of the Notes.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The parties irrevocably agree that any disputes arising out of or in connection with this Agreement shall be submitted exclusively to the courts of the city of Luxembourg, Grand Duchy of Luxembourg.