



**GXB CAPITAL**

**GXB CAPITAL RAIF V.C.I.C LTD**

**An open-ended investment Company established in Cyprus as a  
Registered Alternative Investment Fund (“RAIF”)**

**SUBSCRIPTION FORM  
(Natural Persons)**

***You are advised not to complete and lodge this application form until you have read the full  
Information Memorandum dated 19/04/2021 which has been provided to you.***

This offer for subscription relates to the offer of Units (hereinafter the “Units”) in GXB CAPITAL RAIF V.C.I.C LTD (hereinafter the “Fund”), a limited liability with units incorporated under the Companies Law, Cap.113 (registration no. HE 418746) and registered as a registered alternative investment fund with authorisation No RAIF73 under the Alternative Investment Fund Law of 2018, N.124(I)/2018 in the form of a variable capital investment company as described in detail in the Information Memorandum dated 19/04/2021 (hereinafter the “Information Memorandum”).

There may be high volatility in the Fund’s Net Asset Value due to its investment policies and/or its portfolio management techniques.

**INVESTMENT PROCEDURE INSTRUCTIONS**

In order to apply for Subscription of units in the Fund, you will need to take the following steps:

1. Ensure that you have carefully studied and understood the Fund’s Information Memorandum and this offer for subscription Application Form, as they may be amended from time to time.
2. Complete and execute this Application Form by signing and dating it and ensure that the signature is verified.
3. Send the Application Form and the Schedules attached to it, together with any required documents, by registered post, courier, facsimile or electronic mail to the Administrator of the Fund. In case of facsimile or electronic mail, the originals must also be sent immediately by registered mail or courier.
4. Completed Application Forms must be sent so as to arrive at the Administrator’s office electronically or in original format no later than 1 (one) Business Day before the relevant subscription date.
5. Ensure that payment of the Commitment is to be made via bank transfer and that it shall be made as provided herein and in accordance with Schedule A (Payment Instructions).
6. Acknowledge and confirm that the exact amount of funds that you will invest in the Fund (total amount of commitment), will be released upon request by the External Manager in one or several capital calls.



**An Investment in the Fund is speculative and appropriate only if you have the capacity to absorb a loss of some or all of your investment. Prior to investing in the Fund, you should read the present Information Memorandum and in particular the risk disclosure set out in the “Risk Factors” section of the Information Memorandum and you should consult with your own professional advisers to assess the risk factors, tax, legal and other aspects of making such an investment.**

## **BASIS OF ACCEPTANCE**

Subscriptions for Units will be possible during the Initial Offering Period or any subsequent subscription following the Initial Offering Period will be possible as further specified in the Information Memorandum. Any applications for subscription must be received by the Administrator no later than 1 (one) Business Day before the relevant subscription date. Only persons who received the Information Memorandum and this Application Form directly from the Fund and/or 7Q Asset Management Ltd, or other persons specifically authorised to promote and market the Fund, may apply.

In this Application Form, terms defined in the Information Memorandum on which this Application is annexed on and not redefined in this Application Form have the meaning set out in the Information Memorandum.

## **TERMS AND CONDITIONS OF APPLICATION**

1. The submission of the Subscription Form constitutes an offer to the Fund to enter into a legally binding contract and only upon acceptance by the Fund, such a contract will be created.
2. The contract created upon acceptance of application by the Fund in the manner set out in this document, will be conditional on application being received for the minimum subscription amount during the Initial Offering Period of €125.000 (two hundred, thousand euro) for a new subscriber in the Fund or €50.000 (one hundred thousand euro) for any subsequent subscription, following the Initial Offering Period as detailed in the Information Memorandum.
3. Subject to the provisions of the Information Memorandum, the Fund may decide to accept or reject the application for subscription in whole or in part, provided that the applicant will be informed accordingly. The Fund is not obliged to provide any explanation in the event of rejection.
4. If the application is invalid or is not accepted, or if any contract created by acceptance does not become unconditional, or if any application is accepted for units the total value of which is less than the amount applied for, the subscription monies or the balance of the amount paid on the application (whatever is applicable) minus administrative and bank charges and fees will be returned without interest and at the risk of the applicant.
5. The subscription monies, **net of bank charges**, should be made by wire transfers to **one** of the bank accounts of the Fund provided in accordance with Schedule A (“Payment Instructions”). The payment of subscription monies shall be made upon request by the External Manager in one or several capital calls.

By completing and delivering this Application Form, you as applicant(s):

- offer to subscribe for such number of units of the Fund, the total value of which shall be the amount specified in your Application Form or any smaller amount for which the application is accepted at the application price, and/or the value of which shall be calculated as provided in the Articles and the Information Memorandum where the consideration for subscription shall be paid;
- accept that the Fund might accept your offer for subscription for such number of units of total value of which might be less than the total value specified in this Application Form;
- authorise the Fund to send a letter of acceptance of the Subscription Agreement stating the number of units that will be allocated to you for which your application is accepted and/or to procure that your name is/are placed on the register of members of the Company in respect of such units;
- agree that this Application Form may not be revoked and that this paragraph constitutes a collateral contract between you and the Fund, which will become binding upon receipt of this application form by the Fund, duly completed;



- agree that any letter of acceptance and any money refundable to you, may be retained by the Fund in a separate account pending clearance of your remittance;
- agree that any units to be issued pursuant to this Application Form shall be registered in the name(s) and address set-out in this Application Form;
- agree that any applications, acceptances of applications and contracts resulting from the acceptance of applications under this offer for subscription will be governed by and construed in accordance with the laws of the Republic of Cyprus and agree to submit to the jurisdiction of the Cyprus courts and agree that nothing shall limit the right of the Fund to bring an action, suit or proceedings in connection with this offer for subscription in any other jurisdiction;
- warrant that, if you sign the application form on behalf of somebody else or on behalf of a legal entity, you have due authority to do so;
- confirm that in making such application you are not relying on information, representation in relation to the Fund and sponsoring institutions, other than information contained in the Information Memorandum and you accordingly agree that no person responsible solely or jointly for the Information Memorandum or any part of such document will have any liability for any such other information or representation;
- agree to promptly provide on demand such information as the Fund or the Manager of the Fund may request in connection with your application;
- warrant and agree that this application is accompanied by all documents required, pursuant to Schedule B;
- agree that the Fund will not treat you as its customer by virtue of your application's submission or by virtue of such application being accepted in whole or in part and that the Fund will not owe you any duties or responsibilities concerning their suitability for you;
- represent and warrant that you are not a person in a jurisdiction in which such an offer or solicitation is not authorised or a person to whom it is unlawful to make such an offer or solicitation;
- represent and warrant that you do not subscribe for the units on behalf of or for the account of a natural person referred to in paragraph (m) above;
- represent and warrant that you will not transfer or deliver any of the units or any interest therein to a natural person/legal entity referred to in paragraph (m) above;
- represent and warrant that you may subscribe or acquire units without violating any applicable laws;
- undertake and agree not to duplicate or furnish copies of the constitutional documents of the Fund or the Information Memorandum to persons other than your investment and tax advisors, accountants or legal counsel;
- agree that all of the terms and provisions herein shall be binding upon me and inure to the benefit of me/us and my/our respective assigns, successors, trustees and legal representatives;
- agree that this Application Form and any agreement created between me/us and the Fund, pursuant to this Application Form is not transferable or assignable by me/us;
- acknowledge and agree that this document together with the Information Memorandum, supplements (if any) and the Memorandum and Articles of association, copies of which were made available to you and you hereby accept, contain the entire terms, conditions and agreement between me/us and the Fund and there are no representations, covenants or other agreements, except as stated or referred to herein and that the terms and conditions of this Application Form are subject to provisions of the Information Memorandum and the Articles;
- represent and warrant that you have read, studied, understood and agreed to the Information Memorandum of the Fund, including without limitation these sections of the Information Memorandum relating to risks, conflicts of interest and fee structure of the Fund and have evaluated the merits and risks of investing in units of the Fund;
- represent and warrant that you have received, understood, acknowledged and accepted the investment objective, strategy, and policy, investment restrictions and risks associated with the investment in the Fund;



- declare that you have understood, evaluated and acknowledged the merits and risks of investing in the Fund's units including seeking independent advice;
- agree that the issue and allotment of any units shall be subject to the provisions of the Fund's Articles and the relevant laws and will be governed and construed in accordance with the law of the Republic of Cyprus;
- agree that the Fund and/or the Administrator (or any duly authorised agent or delegate), may contact your bankers and/or others, in order to fulfil the various legal requirements;
- represent and warrant that the subscription monies have not been obtained by any illegal activity;
- represent and warrant that regarding the subscription monies, any applicable taxes on such income were paid and the appropriate taxation declarations, where appropriate, were made;
- agree that in the event that the Fund shall incur any taxes or cost or expenses as a result of any subscriptions, capital contributions made by you or distributions made to you as unit-holder or become subject to any record-keeping or reporting obligations as a result of permitting to you to remain or be admitted as unit-holder, you will be obliged to reimburse any such taxes, expenses, costs or obligations incurred by the Fund;
- agree to indemnify and hold harmless the Fund, the Administrator and the Board of Directors of the Fund against any loss, costs or expenses incurred by it or them as a result of your failure to pay the required subscription monies for the application of Units within the time contemplated;
- represent and warrant that the information provided by you is true and correct;
- agree to notify the Fund immediately upon becoming aware that any of the above statements, acknowledgements, representations, warranties covenants, undertakings and confirmations are no longer true and correct and complete in all respects and agree immediately and if, as a result you, are requested to transfer or redeem your Participation Units, you will proceed to do so.

7. The basis of the Distribution of Distributable proceeds will be determined by the Administrator in consultation with the External Manager of the Fund.

8. All documents and cheques sent by post will be at the risk of the person(s) entitled to such documents and cheques.

9. No person receiving a copy of the Information Memorandum or an application form, in any jurisdiction other than the Republic of Cyprus may treat the same as constituting an invitation to him, nor should he in any event use such application form unless, in the relevant jurisdiction, such an invitation could lawfully be made to him and such application form could lawfully be used without contravention of any registration or other legal requirements. It is the responsibility of any person outside the Republic of Cyprus wishing to make an application under this offer for subscription to satisfy himself as to full observance of the laws of the relevant jurisdiction in connection with this offer, including obtaining any requisite governmental or other consent or observe any formalities that must be observed in such jurisdiction.

10. Applications from persons who did not receive the Information Memorandum and this Application Form and the relevant application form directly from the Fund and/or 7Q Asset Management Ltd will not be considered.

11. This Application Form shall be governed and construed by laws of Republic of Cyprus and Cyprus court shall have exclusive jurisdiction for any dispute arising out of it or any contract that shall be formed after acceptance of this Application Form by the Fund.

12. Except as otherwise provided in this Application Form and any contract that shall be formed after acceptance of this Application Form by the Fund, shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, trustees and legal representatives.

13. Words, terms and expressions defined in the Information Memorandum shall have the same meaning in this Application Form.

14. In case of Additional Holders subscribing for units, then their signature should also be included below or else their participation as Additional Holders will not be valid. Required information for the Additional Holder must be provided in Schedule B&C.



**GXB CAPITAL RAIF V.C.I.C LTD**

**Care of: 7Q Asset Management Ltd.**

*9, Archiepiskopou Makariou III Avenue, Severis Building, 3rd Floor, 1065 Nicosia, Cyprus.*

After examination of the Application Form and all accompanying documentation by the External Manager of the Fund, you will be notified whether the Fund will accept or reject your application.

BEFORE COMPLETING THIS FORM PLEASE READ THE NOTES SET OUT BELOW AND THE TERMS AND CONDITIONS CONTAINED ABOVE.

Applications should be made only by written application using this Application Form duly completed and should be sent by facsimile or electronic mail and with the original document to follow by registered mail or courier to the address shown above, no later than one (1) Business Day before the relevant subscription date (Initial Offering Period and any relevant Subsequent Closing). The Fund reserves the right to reject any application, in which event the subscription monies will be wired or posted to the applicant without interest, less charges at his own risk.

**Subscription of Units in the Fund**

I/We offer to subscribe to the GXB CAPITAL RAIF V.C.I.C LTD for such number of units of the Fund, for which this Subscription Application is accepted at the Subscription Price and subject to the conditions attached to this application and

I/we commit to subscribe with a total commitment amount to the Fund, which will be drawn on one or several installments by the External Manager

In case of joint investment amount, please indicate the amount attributable to each investor:

**Name of Investor (1):**

**Amount: €**

**Name of Investor (2):**

**Amount: €**

I/we have received, studied, understood and agreed to the Memorandum and Articles of Association of the Fund, as well as the Information Memorandum of the Fund dated 19/04/2021 the content of which together with the terms and conditions set out above in this Application Form, I/we accept, including, without limitation those sections of the Information Memorandum relating to risks, conflicts of interest and fee structure of the Fund and have evaluated the merits and risks of investing in Units, including seeking independent financial advice.

I/we fully understand and accept that after examination of this Application Form and all accompanying documentation, the External Manager of the Fund may decide to accept or reject this application in whole or in part and that I/we will be informed accordingly.

I/we fully understand and accept that by submitting this Application Form I/we make an irrevocable offer to the Fund to enter into a legally binding contract and that by the acceptance of the application by the Fund, such contract shall be created.



- I/we confirm that the information contained herein is true and correct.
- I/we confirm that the subscription monies have not been obtained by any illegal activity.
- I/we confirm that GX3 CAPITAL RAIF V.C.I.C LTD (or any duly authorized affiliate), may contact my/our bankers and/or others in order to fulfill the various legal requirements.
- I/we confirm that I shall make the appropriate taxation declarations and, where appropriate, seek advice from my/our own taxation adviser.
- I/we confirm that I/we attach the information required by me/us in accordance with the requirements set out in Schedule B.
- I/we are existing Investor/s in the Fund and the information required set out in Schedule B has already been provided on previous Subscriptions.

Date:

Signature:

Name:

Capacity:

Verification of the above signature (Name):

### **INVESTOR**

Classification:  Natural Person – Individual  Natural Person – Joint\*  
\*Please complete Schedule C below for joint subscriptions only

Name:

Surname:

Nationality:

Passport/ID Number:

Date of Birth:

Residential Address:

Mailing Address (if different to above):

Telephone Number:

Mobile Number:

Email:

### **BANK DETAILS**

In the event that my/our application is accepted, concerning the distribution of any proceeds, I/we kindly request you to credit such payments to the following account:

Bank Name:

Bank Address:

Account Holder:

Account Number:

IBAN Number:



**EX3 CAPITAL**

SWIFT Address/Bank Code:



### **DECLARATIONS**

As per the requirements of the GXB CAPITAL RAIF V.C.I.C LTD, the Units may be made available only to Professional and Well-Informed investors. Please read the declarations below and confirm where applicable. By signing this Subscription Agreement, the declaration below becomes valid.

#### **WELL-INFORMED INVESTOR**

As defined in Section 2(1) of the Alternative Investment Funds Law 124(I)/2018, a Well-Informed investor means every investor who is not a professional investor, but fulfils the following criteria:

- a. the investor confirms in writing –
  - I. that his business activity is related to the management, acquisition or sale of assets, either on the investor's own account or on behalf of third parties, and are of the same type as the investments of the AIF and
- b.
  - I. invests at least €125.000 in the AIF or
  - II. is employed by one of the persons referred to in subparagraph (ii) of paragraph (b), receiving total remuneration that takes him into the same remuneration bracket as the natural persons who

by way of derogation from paragraphs (a) and (b), the investor is a person who effectively directs the business of the AIF or its external manager or is a person engaged in the AIF's investment management functions.

I, the undersigned, consent to being treated as a Well-Informed Investor for the purposes of investment in the Fund.

#### **PROFESSIONAL INVESTOR**

I, the undersigned, consent to being treated as a Professional Investor for the purposes of investment in the Fund.

**Note:** Sufficient evidence must be provided as proof that the Investor qualifies as Professional

\*(Please answer each of the following questions, if applicable)

Is the subscriber investing as a nominee for, or otherwise on behalf of, anyone other than the subscriber?

Yes  No

If the answer to the question above is "yes," the person for whom the subscriber is acting (please check one):

- is an individual
- is an entity, but is not an investment company.
- is an investment company (including any family investment vehicle, trust, hedge fund, investment club or other entity, group or association by means of which more than one individual makes investments), and gives all representations and warranties of a subscriber

#### **What is your tax domicile and TIN?**

Cyprus  EU Domicile  Non-EU Domicile

TIN (if your answer above is not Cyprus):

County of Issuance of TIN:





## SIGNING INSTRUCTIONS

The undersigned, being the (the "Investor(s)" does hereby confirm the following:

- I/We have read, agreed, and understood the terms and conditions of the Subscription Application
- The above information is true and correct
- The funds have not been obtained by any illegal activity
- I/we have never been convicted of any criminal offence nor have I/we ever been declared bankrupt or the subject of an investigation by a governmental, professional or other regulatory or statutory body.
- I am/we are not individuals that may subject the Fund to criminal or civil violations of anti-money laundering laws.
- The Fund may contact my/our bankers and/or others in order to fulfil the various legal requirements
- I am/we are expected to seek advice from my/our own taxation adviser and to make the appropriate taxation declarations.
- I/We attach the information required by me/us in accordance with the requirements set out in Schedule B.
- I/We confirm that I am/we are 18 years of age or older.
- The Investor agrees promptly to notify the Fund should the Investor has any questions or becomes aware of any changes in the representation, as set forth in this certification.
- I/We authorize the 7Q Asset Management Limited as the external manager of GXB CAPITAL RAIF V.C.I.C LTD , to keep this information in my personal file in accordance with the data protection rules and to use it for internal purposes only.
- I / We understand that GXB CAPITAL RAIF V.C.I.C LTD will not accept any Subscription monies for investment unless or until satisfied with the results of its verification procedures.

**Signature:**

**Name:**

**Capacity:**

**Date:**

**Verification of the above signature (Name):**



## SCHEDULE A PAYMENT INSTRUCTIONS

Please arrange for subscription monies (NET OF BANK CHARGES) to arrive by bank transfer for a value date no later than one day prior of the relevant subscription date.

### WIRE INSTRUCTIONS

Bank Name:	Eurobank Bank
Beneficiary:	GXB CAPITAL RAIF V.C.I.C LTD
Account Number:	---
IBAN Number:	---
SWIFT Address/Bank Code:	---
Reference:	Subscription of Units

## SCHEDULE B ANTI-MONEY LAUNDERING REQUIREMENTS

I/We being individual applicants enclose the following certified documents:	
Copy of valid passport or national identity card (ID)	<input type="checkbox"/>
Copy of a recent* utility bill, bank statement or other proof of permanent residential address (*up to six months old)	<input type="checkbox"/>
Proof of source of funds	<input type="checkbox"/>

**Please note that certified true copies of the below documentation must be provided.** Certification of documents is acceptable provided that the certifier is one of the below entities:

- A Regulated Financial Institution from an EU or Non-EU equivalent jurisdiction, provided the authenticator is of a relevant position (compliance, legal, secretariat)
- A licensed lawyer, auditor, fiduciary services provider, notary public, from an EU or EU equivalent jurisdiction
- The Embassy or Consulate of the investor's home country in the Republic of Cyprus
- The Embassy of the Republic of Cyprus in the investor's home country
- The Police in an EU or Non-EU equivalent jurisdiction
- A Company Registrar in an EU or Non-EU equivalent jurisdiction



Documents issued by public authorities of a foreign country must either bear original Apostille Certification or be certified by the diplomatic services of Cyprus (Embassy / Consulate) in these countries or by an approved introducer or by a director of the 7Q Asset Management Limited provided that the original documents are presented to him.

If certified documents are not in the English language, an official English translation should be provided by a Public Official or a registered Translator.

**Please note that we reserve the right to request additional documents after the review of the documents, provided if deemed necessary based on our KYC procedures and policies.**

## **SCHEDULE C ADDITIONAL HOLDER**

### **INVESTOR**

Classification:  Natural Person – Individual  Natural Person – Joint\*  
\*Please complete Schedule C below for joint subscriptions only

Name:

Surname:

Nationality:

Passport/ID Number:

Email:

**Due to compliance requirements and KYC obligations, we kindly ask you to visit the following link [https://in.sumsub.com/idensic/#!/uni\\_PR8byO45pAESwCAv](https://in.sumsub.com/idensic/#!/uni_PR8byO45pAESwCAv) and complete the onboarding process as an Additional Holder. Please have your personal and financial information prepared for your application.**

If there are more than two additional investors associated with this account, they are also required to complete the KYC/AML process using the same link. Once completed, please email us the names of the investors at [compliance@gx3capital.net](mailto:compliance@gx3capital.net) to confirm the application and to register them as well in our records.