

SUBSCRIPTION AGREEMENT

HAMILTON LANE GLOBAL PRIVATE ASSETS CANADA (FEEDER) FUND

TO: Hamilton Lane (Canada) LLC (the “Trustee”) on behalf of the Hamilton Lane Global Private Assets Canada (Feeder) Fund (the “Fund”)

AND TO: Apex Fund Services (Canada) Ltd.

Units of the Fund (the “Units”) will be sold to purchasers on a private placement basis on the terms and conditions set forth in this subscription agreement (the “Agreement”). This Agreement constitutes an irrevocable offer by the Subscriber (defined below) to subscribe for and purchase Units. The Units of the Fund are described in the private placement memorandum dated June 16, 2021, as amended, restated or supplemented from time to time (the “Memorandum”). The Fund is governed by an amended and restated declaration of trust dated as of June 16, 2021, as amended, restated or supplemented from time to time (the “Trust Document”). Unless otherwise indicated, all references to “\$” or “dollars” refers to Canadian dollars. Terms not defined herein have the meanings ascribed thereto in the Trust Document.

INSTRUCTIONS FOR COMPLETION

All Subscribers: All Subscribers must complete:

1. Schedule A (and Schedule A.1 if directed to do so in Schedule A) to enable the Fund and the Trustee to confirm that the Fund can rely on the “accredited investor” exemption to distribute the Units without a prospectus (the “**Accredited Investor Certificate**”); however, see instructions below for completing the Accredited Investor Certificate in respect of Managed Accounts (as defined below);
2. Schedule D (Address of Notice) for the notice information of the Subscriber (or registered firm in respect of a Managed Account);
3. Schedule G (Subscriber Questionnaire);
4. Schedule J (FINRA New Issue Rule); and
5. For Subscribers that wish to consent to the electronic delivery of documents to which they are entitled under the Trust Document, Schedule E (Consent to Electronic Delivery of Documents).

Non-Discretionary Accounts: If a registered representative acting on a non-discretionary basis (the “**Subscriber’s Agent**”) is responsible for recommending this investment to Subscriber such representative must complete Schedule I (Certificate of Subscriber’s Agent), and the Subscriber must sign Schedule I to authorize the Trustee to rely on and accept instructions from Subscriber’s Agent. Unless the Subscriber’s Agent also agrees to comply with the due diligence obligations for the purposes of US tax reporting rules (FATCA) and Canadian tax reporting rules (CRS Rules) by checking the “Yes” box in Schedule I, the Subscriber must complete:

1. If Subscriber is an entity, Schedule K (Hamilton Lane Entity Self-Certification); or
2. If Subscriber is an individual, Schedule L (Hamilton Lane Individual Self-Certification).

Discretionary Managed Accounts: If a registered representative acting on a discretionary basis (the “**Discretionary Representative**”) is subscribing for Units on behalf of Subscriber in reliance on the “managed account” category of accredited investor (a “**Managed Account**”), such Discretionary Representative should not complete Schedule I; however, the registered firm for which the Discretionary Representative acts will be required to enter into a distribution agreement with the Trustee (the “**Distribution Agreement**”) in respect of the distribution of Units. If a Discretionary Representative is subscribing for Units for a Managed Account, the “Subscriber Information” below should be completed with information regarding the beneficial owner(s) of the

Managed Account, except that the “Address of Notice” in Schedule D should be the Discretionary Representative’s address. In addition, the Discretionary Representative should execute pages 17, A-6 and E-2 of the Subscription Agreement using the signature block for Managed Accounts. Under the terms of the Distribution Agreement, the Discretionary Representative (or its firm) will be required to comply with the due diligence obligations for the purposes of US tax reporting rules (FATCA) and Canadian tax reporting rules (CRS Rules).

Subscribers Other Than Non-Discretionary Accounts and Discretionary Managed Accounts: All Subscribers not investing through a Subscriber’s Agent (other than the Trustee) or through a Discretionary Representative for a Managed Account must complete:

1. Schedule F (Anti-Money Laundering Supplement); and
2. If Subscriber is an entity, Schedule K (Hamilton Lane Entity Self-Certification); or
3. If Subscriber is an individual, Schedule L (Hamilton Lane Individual Self-Certification).

Joint Holders: If the Subscriber is a joint account, each joint holder must sign a copy of this Agreement. By completing this Agreement, each Subscriber confirms that except in Quebec the Units are to be held by each joint holder as joint tenants with rights of survivorship (JTWROS) and not as tenants in common and that each joint holder is authorized to provide trading instructions for the account alone. Unless instructed otherwise by both joint holders, (i) allocations for tax purposes will be made to each joint holder in equal amounts, and (ii) distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the order of all joint holders (if paid by cheque) or to the account from which wire payment for this subscription was received.

1. **Subscription**

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase the amount(s) and class(es) of Units of the Fund in the applicable currency set forth below, all in accordance with the provisions of the Subscription Agreement (the form of which is attached hereto), and irrevocably instructs you with respect to registration thereof.

Date: _____ (the “**Effective Date**”)

SUBSCRIPTION FOR UNITS:

Hamilton Lane Global Private Assets Canada (Feeder) Fund

Class I-CAD Units	Subscription Amount (CDN\$): _____
Class I-USD Units	Subscription Amount (US\$): _____
Class R-CAD Units	Subscription Amount (CDN\$): _____
Class R-USD Units	Subscription Amount (US\$): _____

SUBSCRIBER INFORMATION:

_____	_____
Full Legal Name of Subscriber	If applicable, Name of Joint Subscriber
_____	_____
S.I.N. or Corporation Number of Subscriber (as applicable)	If applicable, S.I.N. of Joint Subscriber
_____	_____
Birth date of Subscriber (if applicable)	If applicable, birth date of Joint Subscriber
_____	_____
Street Address, City, Province and Postal Code	
_____	_____
Email Address	Telephone Number

Is a registered representative acting on a non-discretionary basis responsible for recommending this investment to Subscriber as a Subscriber's Agent (other than on behalf of Trustee)? Yes or No

Is a registered representative acting on a discretionary basis is purchasing this investment for a Managed Account (other than on behalf of Trustee)? Yes or No

If Yes to either of these questions, please complete the following in respect of the registered representative/firm:

Name of registered firm where account of the Subscriber is held

Representative Name

Email address

Telephone Number

Account Type:(tick the applicable account type):

<input type="checkbox"/>	Endowment	<input type="checkbox"/>	Taxable Corporation
<input type="checkbox"/>	Estate	<input type="checkbox"/>	Taxable Individual / Joint
<input type="checkbox"/>	Foundation	<input type="checkbox"/>	Trust
<input type="checkbox"/>	IPP [Individual Pension Plan]	<input type="checkbox"/>	Pension
<input type="checkbox"/>	Other (please specify):	<input type="checkbox"/>	

Bank Instructions for Payments / Distributions (Only required if not subscribing through Fundserv)

SWIFT CANADIAN DOLLAR PAYMENTS:

Beneficiary's Bank	Name		
	Address		
	Bank ID		
Payment Details	Beneficiary Customer: Reference:		
Beneficiary	Name		
	Address		
	Account Number	Transit #	
		Account #	

SWIFT U.S. DOLLAR PAYMENTS:

Beneficiary's Bank	Name		
	Address		
	Bank ID		
Payment Details	Beneficiary Customer: Reference:		
Beneficiary	Name		
	Address		
	Account Number	Transit #	
		Account #	

Annual tax slips required? Yes or No

Details of Beneficial Purchaser (i.e. any beneficial purchaser for whom the undersigned is contracting as advisor, trustee or agent that is not the same as listed above):

Name of Beneficial Purchaser (print): _____

Address of Beneficial Purchaser: _____

2. **Acceptance of Subscription**

The Subscriber understands and agrees that the Trustee reserves the right, in its absolute discretion, to accept or reject the Subscriber's subscription for Units in whole or in part, for any reason on behalf of a Fund. Confirmation of acceptance or rejection of this Agreement will be forwarded promptly by the Trustee or Apex Fund Services (Canada) Ltd directly to the Subscriber, or through the facilities of Fundserv by the acceptance of subscription orders for Units of the Fund through Fundserv (if applicable).

Upon acceptance of this Agreement by the Trustee, on behalf of the Fund, as evidenced by the signature of an officer of the Trustee below or by the acceptance of subscription orders for Units of the Fund through Fundserv (if applicable), this Agreement shall constitute an Agreement between the Subscriber and the Fund for the Subscriber to purchase Units from the Fund as set out in this Agreement. For subscription orders processed through Fundserv, the Subscriber may request a countersigned version of this Agreement by contacting Apex Fund Services (Canada) Ltd. (hamiltonlanecanada@apexfunds.ca).

The Subscriber understands and agrees that a completed and duly executed original of this Agreement (along with all required Schedules) must be forwarded by the Subscriber to the Trustee as follows:

BY SECURE EMAIL to Apex Fund Services (Canada) Ltd. (hamiltonlanecanada@apexfunds.ca) with a copy to HL_GPA@hamiltonlane.com

and

BY FACSIMILE to the Trustee at (610) 617-9853, Attention: GPA Subscription Team, CC: Frederick Shaw with originals to follow by courier to Hamilton Lane (Canada) LLC, 150 King St. West, Suite 200, Toronto, Ontario M5H 1J9.

3. **Closings**

Subscription requests that are received by the Dealing Deadline (as defined below) for a Valuation Date (as defined below) and accepted by the Trustee will be processed at the NAV per Unit of the applicable Class on such Valuation Date (the "**Subscription Price**"). Subscription amounts (whether in cash or in-kind, as applicable) must be received by the relevant Valuation Date (the "**Funding Deadline**"). No interest will be paid on any payments received prior to the Funding Deadline. Incomplete subscription applications and subscription applications which are not settled by the Funding Deadline may be cancelled by the Fund and any costs of cancellation passed on to the investor. Subject to payment of the aggregate Subscription Price and any applicable Subscription Fee (which may be up to 5% of the Subscription Price) by the applicable Funding Deadline, the Fund shall issue the applicable number of Units of the Class in respect of which a subscription order has been accepted, with effect as of the first Business Day following the applicable Valuation Date, provided that the number of Units of the Class issued will only be finally determined once the Subscription Price has been calculated which shall occur within two Business Days following the NAV Calculation Date (a "**Closing**").

"**Dealing Deadline**" means, with respect to a Valuation Date, 11:00 am Eastern Time on the day that is 10 calendar days prior to the such Valuation Date (or, such later time as the Trustee may agree to from time to time) or, if such day is not a Business Day, the following Business Day.

"**Valuation Date**" means the last day of each calendar month, or such other dates as the Trustee may determine from time to time.

The Trustee will deliver or cause to be delivered to the Subscriber a trade confirmation indicating the number of Units purchased by the Subscriber as soon as practicable after each Closing.

4. **Appointment of Power of Attorney**

In consideration of the Trustee's acceptance of the Subscriber's subscription for Units on behalf of the Fund, the Subscriber hereby nominates, constitutes and appoints the Trustee and any person duly appointed to replace the Trustee as manager of the Fund pursuant to the Trust Document, under which the Fund was established with full

power of substitution, as the Subscriber's true and lawful attorney and agent with full power and authority in the Subscriber's name, place and stead to execute under seal or otherwise, swear to, make, acknowledge, deliver and record or file as and where required: (i) all instructions and documents on behalf of and in the name of the Subscriber or in the name of the Trustee as may be deemed necessary by the Trustee to carry out fully the provisions of the agreement created upon the Trustee's acceptance of the Subscriber's subscription for Units of the Fund; (ii) the documents necessary to be filed with the appropriate governmental body or authority in connection with the business, property, assets and undertaking of the Fund; and (iii) any election, determination, designation, information return or similar document or instrument as may be required or desirable at any time under the *Income Tax Act* (Canada) (the "**Tax Act**") or under any other taxation legislation or laws of like import of Canada or of any province or jurisdiction which relates to the affairs of the Fund or the interest of any person in the Fund.

5. **Irrevocability**

The Power of Attorney granted herein is irrevocable, and is a power coupled with an interest. The Subscriber agrees to be bound by any actions made or taken in good faith by the Trustee pursuant to this Power of Attorney and the Subscriber hereby waives all available defences to contest, negate or disaffirm any action of the Trustee so taken. The Subscriber agrees to execute and deliver to the Trustee any applicable documents or instruments necessary to give effect to the power of attorney under applicable law.

6. **Management Fee**

The Subscriber acknowledges that the Trustee will be paid a management fee on the terms set out in the Trust Document and Memorandum. The Subscriber further acknowledges that different classes of Units will be issued and that different levels of fees may be payable on each class of Unit.

7. **Subsequent Subscriptions, Redemptions or Redesignations**

The Subscriber may purchase additional Units of a Fund by delivering an executed copy of Schedule B to the Trustee or an order through Fundserv (if available). The Trustee reserves the right, in its absolute discretion, to reject any subsequent subscription by the Subscriber for Units in whole or in part, for any reason on behalf of the Fund. The Subscriber may redeem Units in accordance with the provisions of the Trust Document by delivering an executed copy of Schedule C to the Trustee or an order through Fundserv (if available). The Subscriber may require the redesignation of Units in accordance with the provisions of the Trust Document by delivering an executed copy of a redesignation form available upon request from the Trustee.

8. **Representations and Warranties of the Subscriber**

The Subscriber represents, warrants and covenants to the Trustee and the Fund that:

- (a) **Accuracy of Information.** The information pertaining to the Subscriber and any Beneficial Purchaser set forth in this Agreement is true and correct.
- (b) **Beneficial Purchaser.** If the Subscriber is acting on behalf of one or more beneficial purchasers (each, a "**Beneficial Purchaser**"), the Subscriber (i) is duly authorized to execute and deliver this Agreement and all other necessary documentation in connection with such subscription, redemption or redesignation on behalf of such Beneficial Purchaser, to agree to the terms and conditions herein and therein set out and to make all such representations, warranties, acknowledgements and covenants herein and therein contained; (ii) is properly registered or otherwise authorized under applicable laws, regulations and rules to act on behalf of the Beneficial Purchaser as contemplated in this Agreement; and (iii) has complied in all respects with all laws, regulations and rules related to such subscription on behalf of such Beneficial Purchaser, including, for greater certainty and without limitation, the know your client and suitability of investment requirements of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("**NI 31-103**").
- (c) **Capacity of Individual.** If an individual, the Subscriber has attained the age of majority and is legally competent to execute this Agreement and to take all actions required by it.

- (d) **Good Standing and Authority.** If the Subscriber is not an individual (including, without limitation, a corporation, syndicate, partnership, trust, association, or other form of organization);
- (i) (A) if a corporation, the Subscriber is a valid and subsisting corporation and is in good standing under the laws of the jurisdiction of its incorporation and (B) if not a corporation, the Subscriber has been created and is existing under the laws of the jurisdiction of its formation and is in good standing under such laws;
 - (ii) (A) if a corporation, the Subscriber has the corporate capacity and authority to execute and deliver this Agreement and to observe and perform its obligations hereunder and (B) if not a corporation, the Subscriber has the capacity and authority to execute and deliver this Agreement and to observe and perform its obligations hereunder;
 - (iii) this Agreement has been duly authorized, executed and delivered by the Subscriber and is a legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms; and
 - (iv) the execution and delivery of this Agreement by the Subscriber will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of any obligation of the Subscriber under (A) any contract to which the Subscriber is a party or by which it is bound; (B) any provision of the constating documents of the Subscriber; or (C) any judgment, decree, order or award of any court, government body or arbitrator having jurisdiction over the Subscriber.
- (e) **Residence.** The Subscriber, and any Beneficial Purchaser on whose behalf the Subscriber is acting, is resident in the jurisdiction set forth on page 2 of this Agreement and the Subscriber was not offered the Units and did not execute this Agreement in any other jurisdiction.
- (f) **Income Tax Act.** The Subscriber, and any Beneficial Purchaser on whose behalf the Subscriber is acting, is not a “non-resident of Canada” within the meaning of the Tax Act, is not a “non-Canadian” as that expression is defined in the *Investment Canada Act* (Canada), and is not a non-resident owned investment corporation within the meaning of the Tax Act. The Subscriber, and any Beneficial Purchaser on whose behalf the Subscriber is acting, will not be a “designated beneficiary” of the Fund within the meaning of Part XII.2 of the Tax Act.
- (g) **Not a U.S. Person.** The Subscriber, and any Beneficial Purchaser on whose behalf the Subscriber is acting, is not a “U.S. Person” as defined in Regulation S under the United States *Securities Act of 1933*, as amended (the “1933 Act”), the definition of which includes: an individual resident in the United States; an estate or trust of which any executor, administrator or trustee is a U.S. Person; and any partnership or corporation organized or incorporated under the laws of the United States, and:
- (i) the Subscriber was outside the United States at the time of execution and delivery of this Agreement;
 - (ii) no offers to sell the Units were made by any person to the Subscriber while the Subscriber was in the United States;
 - (iii) the Units are not being acquired, directly or indirectly, for the account of or benefit of a U.S. Person or a person resident in the United States; and
 - (iv) the Subscriber acknowledges that the Units have not been registered under the 1933 Act, and it undertakes and agrees that it will not offer or sell the Units in the United States without registration under the 1933 Act and any applicable securities laws of the United States.
- (h) **Private Placement Exemption.**
- (i) The Subscriber and, if applicable, the Beneficial Purchaser, is resident in one of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, Newfoundland and

Labrador, New Brunswick, Nova Scotia, Prince Edward Island, or Northwest Territories or Yukon, and is entitled under applicable provincial securities laws to purchase the Units without the benefit of a prospectus qualified under those securities laws;

- (ii) The Subscriber is purchasing the Units as principal for its own account or for the account of a Beneficial Purchaser;
 - (iii) The Subscriber is purchasing the Units for purposes of investment by the Subscriber or a Beneficial Purchaser only, and not with a view to the resale, distribution or other disposition of all or any of the Units;
 - (iv) The Subscriber is an “accredited investor”, as such term is defined in National Instrument 45-106 – *Prospectus Exemptions* (“NI 45-106”) and Section 73.3 of the *Securities Act* (Ontario);
 - (v) If the Subscriber is acting on behalf of a Beneficial Purchaser, the Subscriber has confirmed that such Beneficial Purchaser is an “accredited investor”, as such term is defined in NI 45-106; and
 - (vi) The Subscriber has concurrently executed and delivered an Accredited Investor Certificate in the form attached as Schedule A to this Agreement, which Schedules are true and correct and shall thereupon be incorporated into and be deemed for all purposes to form a part of this Agreement.
- (i) **Compliance.** The Subscriber’s purchase of the Units pursuant to this Agreement complies with the requirements of all applicable laws and regulatory requirements in its jurisdiction of residence and the Subscriber will provide to the Fund such evidence of compliance with all such legal and regulatory matters as the Fund or its counsel may request. If the Subscriber is subscribing for Units through a Subscriber’s Agent acting on a non-discretionary basis, the Subscriber’s Agent has concurrently executed and delivered a Certificate of Subscriber’s Agent in the form attached as Schedule I to this Agreement, which Schedule is true and correct and shall thereupon be incorporated into and be deemed for all purposes to form a part of this Agreement. If a registered representative acting on a discretionary basis is subscribing for Units for a Managed Account, the registered firm for which the registered represent acts has entered into a Distribution Agreement with the Trustee.
- (j) **Investment Suitability Waiver.** If the Subscriber or, if applicable, the Beneficial Purchaser, is a “permitted client”, as such term is defined in NI 31-103, and the Subscriber is purchasing Units directly from the Trustee and not through a Subscriber’s Agent or other registered firm on behalf of a Managed Account, the Subscriber hereby waives the requirements of Section 13.3 (Suitability) of NI 31-103 to come to an opinion as to whether the purchase of the Units is suitable for the Subscriber or, if applicable, the Beneficial Purchaser, and to inform the Subscriber (or Beneficial Purchaser) if the Subscriber’s (or Beneficial Purchaser’s) purchase of the Units is not a suitable investment for the Subscriber (or Beneficial Purchaser) by obtaining sufficient information regarding the Subscriber’s (or Beneficial Purchaser’s) investment needs and objectives, financial circumstances and risk tolerance.
- (k) **Private Placement Memorandum.** The Subscriber has received a copy of and has had an opportunity to read the Memorandum with respect to the Fund prior to executing and delivering this Agreement. The contents of the Memorandum are confidential, and the Subscriber will not distribute or duplicate any portion of or disclose any matter set forth in the Memorandum other than to its financial and legal advisors or unless required to do so by law without the prior written consent of the Trustee.
- (l) **Independent Advice.** The legal counsel retained by the Trustee and/or the Fund are acting as counsel to the Trustee and/or the Fund and not as counsel to the Subscriber. The Subscriber is solely responsible (at its own expense) for obtaining such legal, tax and financial advice as it considers necessary or appropriate in connection with the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement and the Trustee and/or the Fund bear no responsibility whatsoever for any such matters.
- (m) **Provision of Information.** The Subscriber’s name and other specified information, including the aggregate purchase amount and number of Units it has purchased and the name of any Beneficial Purchaser, may be

disclosed to Canadian securities regulatory authorities and become available to the public in accordance with the requirements of applicable laws, including information required to be included in the filing of Form 45-106F1 – *Report of Exempt Distribution*. The Subscriber consents to the disclosure of that information.

- (n) **No Advertisement.** The purchase of the Units by the Subscriber has not been made through or as a result of and the distribution of the Units is not being accompanied by an advertisement.
- (o) **Anti-Money Laundering and Terrorist Financing.**
 - (i) To the best of Subscriber’s knowledge, the funds being used to purchase the Units: (i) were not obtained or derived, directly or indirectly, as a result of illegal activities; (ii) are not intended to be used, directly or indirectly, in order to carry out a criminal offence, a terrorist activity or for the benefit of a terrorist group, (iii) are not owned or controlled by a terrorist group; and (iv) are not being tendered on behalf of a person or entity who has not been identified to Subscriber.
 - (ii) Subscriber is not a person or entity identified on a list established under section 83.05 of the *Criminal Code* (Canada) or in any Regulations made under the *United Nations Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), the *Special Economic Measures Act* (Canada) or any other federal legislation or regulation which takes legislative measures against terrorist, terrorist groups and other listed and sanctioned individuals and entities (collectively, “**AML Legislation**”);
 - (iii) Unless otherwise disclosed to the Trustee in writing, Subscriber is not a “politically exposed foreign person”, a “domestic politically exposed person” or a “head of international organization” as those terms are defined in the AML Legislation and as set out in Schedule G;
 - (iv) Subscriber, the Trustee or a Fund may in the future be required by law to disclose Subscriber’s name and other information relating to Subscriber, on a confidential basis, pursuant to AML Legislation and Subscriber is deemed to have agreed to the foregoing;
 - (v) Subscriber shall promptly notify the Trustee if Subscriber discovers that any such representations cease to be true, and shall provide the Trustee with appropriate information in connection therewith.
- (p) If the Subscriber is acting on behalf of a Beneficial Purchaser, the Subscriber has confirmed that the Beneficial Purchaser is not named on any of the Prohibited Lists.

9. **Subscriber’s Acknowledgements and Covenants**

The Subscriber acknowledges and covenants to the Trustee and the Fund that:

- (a) **Subscription is Irrevocable.** This subscription is irrevocable and requires acceptance by the Trustee on behalf of the Fund.
- (b) **Sale is a Private Placement.** The sale and delivery of the Units to the Subscriber is conditional upon such sale being exempt from the requirement to file a prospectus under any applicable statute relating to the sale of the Units or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus. As a consequence of acquiring the Units pursuant to this exemption:
 - (i) certain protections, rights and remedies provided by the *Securities Act* (Ontario) and other applicable securities laws, including most of the civil remedies available under applicable securities laws and statutory rights of rescission or damages, will not be available to the Subscriber;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities laws; and
 - (iii) the Fund is relieved from certain obligations that would otherwise apply under applicable securities laws.

- (c) **Resale Restrictions.** The Units will be subject to resale restrictions under applicable provincial securities laws. The Subscriber represents, warrants and acknowledges that it understands the nature of the Canadian resale restrictions that Units of the Fund will be subject and agrees not to sell Units of any Fund except in compliance with applicable Canadian resale restrictions and in accordance with the Trust Document.
- (d) **Warning.** No agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities, regulatory bodies, stock exchanges or other entities made any recommendation or endorsement with respect to, the Units.
- (e) **No Representation.** No person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase the Units;
 - (ii) that any person will refund the purchase price of Units purchased by the Subscriber; or
 - (iii) as to the future price or value of the Units.
- (f) **Continuous Distribution.** The Fund is in continuous distribution and will, from time to time, issue and sell additional Units to qualified purchasers.
- (g) **No Registration under the 1933 Act.** The Units have not been, and will not be, registered under the 1933 Act or the securities laws of any state and may not be offered or sold, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person (as defined in the 1933 Act).
- (h) **Fees and Expenses.** The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber relating to the purchase and sale of the Units, including any fees and disbursements of any legal counsel retained by the Subscriber, shall be borne by the Subscriber, and the Fund and the Trustee shall not be responsible for any such costs and expenses.
- (i) **Anti-Money Laundering and Terrorist Financing Policies.** The Subscriber acknowledges and agrees that the Trustee and the Fund has anti-money laundering and/or anti-terrorist financing responsibilities under the laws of Canada, including reporting and/or record keeping obligations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada). The Subscriber acknowledges and agrees that if such laws change, the Trustee and the Fund may be required to make changes to their anti-money laundering and anti-terrorist financing procedures or to implement additional anti-money laundering and anti-terrorist financing measures in the future.
- (j) **Redemption Delays and Requirements.** The Subscriber acknowledges and agrees that the Subscriber may encounter delays in effecting redemptions or in receiving distributions or other payments from the Trustee on behalf of a Fund, and may be required to redeem from the Trustee on behalf of a Fund in accordance with the Trust Document and Memorandum, including where information requested by the Trustee or any of a Fund's other agents or service providers is not provided in a timely manner. In the event of any such delay, the Subscriber shall indemnify the Trustee or a Fund, and hold it harmless, against any loss resulting from such delay
- (k) **Subscriber Named to Prohibited List.** The Subscriber acknowledges that, if the Subscriber, or any Beneficial Purchaser on whose behalf the Subscriber is acting, is or becomes named on or blocked by any Prohibited List, or if the Trustee or a Fund (as the case may be) is otherwise required by law, the Trustee or a Fund (as the case may be) may freeze its investment, by prohibiting additional investments, declining redemption requests or segregating assets constituting the investment in accordance with applicable regulations, or the Subscriber may be required to redeem from a Fund. In such event, the Subscriber shall indemnify the Trustee and the Fund, and hold them harmless, against any resulting loss.
- (l) **Reliance on Subscriber's Statements.** In accepting this subscription or any subsequent subscription, the Fund and the Trustee are relying upon the representations, warranties, acknowledgements and covenants of the Subscriber as set out in this Agreement; and in accepting the Units that are issued to the Subscriber under

this Agreement and any subsequent subscription, the Subscriber will be representing and warranting that such are true as at the time of each such issuance, with the same force and effect as if they had been made at such time and the Subscriber shall indemnify and hold harmless the Fund and the Trustee and their directors, officers, employees and agents against all losses, claims, costs, expenses and liabilities that any of them may suffer or incur as a result of or arising from any misrepresentation or breach of warranty or covenant made by the Subscriber under this Agreement.

- (m) **Required Documentation.** The Subscriber, and any Beneficial Purchaser on whose behalf the Subscriber is acting, will, in a timely manner, execute and deliver to the Fund, and file and assist the Fund in filing, such reports, undertakings, certificates and other documents as may be required or requested by the Trustee to comply with or to enable the Trustee and the Fund to comply with applicable corporate, securities or taxation laws or regulatory requirements.
- (n) The Subscriber is not a defined contribution plan (such as a 401(k) plan) or a partnership or other investment vehicle (i) in which its partners or participants have or will have any discretion to determine whether or how much of the Subscriber's assets are invested in any investment made or to be made by the Subscriber or (ii) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Fund.
- (o) The Subscriber has no knowledge of any payment to, or agreement to pay, any placement agent, finder or other person, directly or indirectly, to solicit an investment in the Fund, except as disclosed in the Memorandum.
- (p) The Subscriber shall notify the Trustee immediately if it anticipates that any representation, warranty or covenant made by the Subscriber herein will cease to be correct or if it becomes aware that any such representation, warranty or covenant has ceased to be correct.

10. **Acknowledgement**

The Subscriber understands, acknowledges and agrees with the Trustee and the Fund that the representations, warranties, covenants and agreements of the Subscriber contained herein and in any other writing delivered in connection with the transactions contemplated hereby are made with the intent that they may be relied upon by the Trustee in determining the Subscriber's eligibility to purchase Units and the ongoing tax status of the Fund, and the Subscriber hereby agrees to indemnify the Trustee and the Fund against all losses, claims, costs, expenses, damages or liabilities which the Trustee or the Fund may suffer or incur caused or arising from the reliance thereon. The representations, warranties, acknowledgements and covenants contained in this Agreement and any certificate or document delivered pursuant to or in connection with this Agreement will survive the acceptance of this subscription and continue in full force and effect, to the extent permitted under applicable law, notwithstanding any subsequent redemption, disposition or exchange of Units.

11. **Conditions to Closing**

The Subscriber acknowledges and agrees that the obligation of the Trustee, on behalf of the Fund, to sell Units to the Subscriber at the relevant Closing is subject to the fulfillment of each of the following:

- (a) the issue and sale and delivery of the Units being exempt from the prospectus requirements of Canadian securities laws;
- (b) the representations and warranties of the Subscriber being true and correct as at the time of execution and of acceptance of this Agreement and on the date of Closing;
- (c) the Subscriber, and any Beneficial Purchaser on whose behalf the Subscriber is acting, executing and delivering all documentation required in respect of the relevant Closing by this Agreement, the Trust Declaration and relevant securities laws; and
- (d) receipt of this Agreement and the payment in full of the purchase price of the Units of the Fund.

12. **Delivery of Closing Documents**

As soon as practicable following the date of Closing, the Trustee will deliver to the Subscriber a counterpart of this Agreement, executed by the Subscriber and the Trustee. The Subscriber acknowledges that it has received and reviewed a copy of the Memorandum. The Subscriber acknowledges that a copy of the Trust Document is available for its review upon request made to the Trustee. To the extent that the Subscriber is a natural person, the Subscriber acknowledges the Investment Manager's privacy notice available at <https://www.hamiltonlane.com/Privacy-Notice/>. In addition, the Subscriber acknowledges that it has carefully reviewed Part 2A of Form ADV of Hamilton Lane Advisors, L.L.C., the Investment Manager, which is publicly available at <http://www.adviserinfo.sec.gov>.

13. **Collection of Personal Information**

Investors should be aware that the Trustee is required to file with each relevant Canadian securities regulatory authority a report setting out personal information such as the Subscriber's name and address, the class of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by such regulatory authorities under the authority granted to them in securities legislation, for the purposes of the administration and enforcement of their governing securities legislation. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by each such regulatory authority. A list of public officials at the securities regulatory authorities who can answer questions about the collection of personal information is set out in Schedule H.

14. **Additional Representations**

- (a) Neither the Subscriber nor any affiliate of the Subscriber who could be deemed a beneficial owner of the Shares is or has been subject to any of the “Bad Actor” disqualifications described in Securities Act Rule 506(d)(1), subsections (i) through (viii)¹.
- (b) If the Subscriber is a municipal entity for purposes of Section 15B of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), or a person in which such a municipal entity may be an investor, then none of the moneys used or to be used to subscribe to the Fund are or will be proceeds of municipal securities, as such term is defined in Rule 15Ba1-1(m) promulgated under the Exchange Act.²
- (c) The Subscriber agrees to provide a properly completed IRS Form W-9 or applicable Form W-8 or successor form, as applicable. The Subscriber agrees to furnish the Fund such additional tax-related information, documentation, certifications and representations as the Fund, the AIFM or their agents may from time to time request (including, without limitation, information with respect to the Subscriber’s identity, citizenship, residency, tax status, business, control or ownership, including with respect to the direct and indirect owners or beneficiaries of the Subscriber) in order for the

¹ “Bad Actor” disqualifications described in these subsections include if a person (i) Has been convicted, within ten years before such sale (or five years, in the case of issuers, their predecessors and affiliated issuers), 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 U.S. Securities and Exchange Commission (“**Commission**”); 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; (ii) Is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before such sale, that, at the time of such sale, restrains or enjoins such person 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 Commission; 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; (iii) Is subject to 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: (A) At the time of such sale, bars the person from: (1) Association with an entity regulated by such commission, authority, agency, or officer; (2) Engaging in the business of securities, insurance or banking; or (3) Engaging in savings association or credit union activities; or (B) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before such sale; (iv) Is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(b) or 78o-4(c)) or section 203(e) or (f) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-3(e) or (f)) that, at the time of such sale: (A) Suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser; (B) Places limitations on the activities, functions or operations of such person; or (C) Bars such person from being associated with any entity or from participating in the offering of any penny stock; (v) Is subject to any order of the Commission entered within five years before such sale that, at the time of such sale, orders the person 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, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(c)(1)) and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or (B) Section 5 of the Securities Act of 1933 (15 U.S.C. 77e); (vi) Is 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; (vii) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before such sale, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of such sale, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or (viii) Is subject to a United States Postal Service false representation order entered within five years before such sale, or is, at the time of such sale, 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.

² **Rule 15Ba1-1 (m)(1) Proceeds of municipal securities** - In general. Except as otherwise provided in paragraphs (m)(2) and (m)(3) of this section, proceeds of municipal securities means monies derived by a municipal entity from the sale of municipal securities, investment income derived from the investment or reinvestment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds. When such monies are spent to carry out the authorized purposes of municipal securities, they cease to be proceeds of municipal securities. (2) Exception for Section 529 college savings plans. Solely for purposes of this paragraph (m), monies derived from a municipal security issued by an education trust established by a State under Section 529(b) of the Internal Revenue Code (26 U.S.C. 529(b)) are not proceeds of municipal securities. (3) Reasonable reliance on representations. In determining whether or not funds to be invested constitute proceeds of municipal securities for purposes of this section, a person may rely on representations in writing made by a knowledgeable official of the municipal entity or obligated person whose funds are to be invested regarding the nature of such funds, provided that the person seeking to rely on such representations has a reasonable basis for such reliance.

Fund or any affiliate thereof to evaluate and comply with any legal, regulatory and tax (including withholding tax) requirements, including AEOI (as defined below), as well as any informational reporting, disclosure or other similar requirements, applicable to the Fund or any affiliate thereof. The Subscriber further agrees to notify the Board immediately of any change in the information, documentation, certification or representation provided pursuant to this paragraph. In the event of any change in the applicable status of the Subscriber, or in the event that any information, documentation (including any IRS Form W-8 or W-9), certification or representation previously provided to the Fund or to IRS becomes incorrect or obsolete (including, without limitation, by operation of law), the Subscriber will promptly inform the Trustee thereof and furnish the Fund with updated information, documentation, certifications or representations. As used in this paragraph, "AEOI" means one or more of the following automatic exchange of information regimes, as the context requires: (a) Sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended (the "Code") and any associated legislation, regulations or guidance, commonly referred to as the U.S. Foreign Account Tax Compliance Act, as implemented in Canada pursuant to Part XVIII of the Tax Act (and any regulations or guidance issued thereunder) ("FATCA"), the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development OECD, as implemented in Canada pursuant to Part XIX of the Tax Act (and any regulations or guidance issued thereunder) ("CRS Rules"), or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes; (b) any intergovernmental agreement, treaty or any other arrangement entered into by any applicable jurisdiction in order to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in the foregoing clause (a); including the IGA Model 1 between the Government of the United States of America and the Government of Canada to improve international tax compliance and to implement FATCA signed on 5 February 2014.

- (d) The Subscriber is not, and is not acting on behalf of, (w) an employee benefit plan within the meaning of Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (x) a plan as defined in Section 4975(e)(1) of the Code, (y) any entity whose underlying assets include plan assets as defined under ERISA by reason of a plan's investment in the entity (other than an insurance company general account), or (z) any insurance company general account whose underlying assets include plan assets as defined under ERISA.
- (e) From time to time, the Fund may invest in New Issues ("New Issues") as such term is defined in the Financial Industry Regulatory Authority Rules 5130 and 5131 (the "New Issues Rules"). In order for the Trustee to determine the Subscriber's eligibility to have an indirect interest in New Issues through the Subscriber's investment in the Fund, the Trustee must obtain the information requested in Schedule J. The information requested is based on the specific requirements of the New Issues Rules. The Subscriber represents to the Fund that the Subscriber has fully and truthfully completed the questionnaire. The Subscriber hereby agrees (a) to notify the Fund promptly of any change in the information contained in the questionnaire regarding the Subscriber's eligibility to receive allocations of any profit or loss from New Issues, (b) to complete a questionnaire, provided by the Fund, annually and at any time deemed reasonably necessary by the Trustee, to update the information contained in the questionnaire, and (c) to provide additional documentation or information requested by the Trustee in order to comply with the New Issues Rules.

15. **Time of the Essence**

Time is of the essence for the performance of the parties' respective obligations.

16. **Facsimile or Electronic Copies and Counterparts and Delivery of Materials to Subscriber**

All documents, notices, directions and confirmations of directions required or permitted to be given to either party by the other party under this Agreement shall be in writing and shall be sufficiently given if delivered personally or if sent by e-mail, registered mail, courier, facsimile or such other electronic communication as may be agreed to by the parties to this Agreement (except voice mail) and if addressed to the other party at the address and/or numbers set out in Schedule D. The Trustee shall be entitled to rely on delivery of a facsimile or electronic copy of this executed Agreement, and acceptance by the Trustee of such facsimile or electronic copy shall be legally effective to create a valid and binding agreement between the Subscriber and the Trustee, on behalf of the Fund, in accordance with the

terms hereof. In addition, this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Either party may, at any time, or from time to time, by notice given as aforesaid to the other party, change its address and/or number(s) whereupon the new address and/or number(s) specified in such notice shall be the address and/or number(s) of such party for all purposes hereof until similarly changed.

In addition, the Subscriber hereby acknowledges that where any Agreement, trade authorization order confirming a subscription or redemption request or other document (a “**Document**”) is sent to the Trustee by way of facsimile or electronic transmission the fact that a transmission report produced by the originator of such transmission discloses that the transmission was sent will not be sufficient proof of receipt by the Trustee. The Trustee will not be liable for any loss arising as a result of acting or failing to act on the basis of any Document sent by facsimile or electronic transmission.

17. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in connection with the subject matter of this Agreement and supersedes all prior agreements, negotiations, understandings and discussions. No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed by the party to be bound.

18. **Interpretation**

References herein to “this Agreement” are to be read as to the agreement resulting from the acceptance of this offer by the Trustee on behalf of the Fund. This Agreement includes any and all schedules referred to herein. For the purposes of this Agreement, “**Business Day**” means any day other than a Saturday, Sunday or other day that is a legal holiday under the laws of Canada or Luxembourg or is a day on which banking institutions located in Canada or Luxembourg are required by law or other governmental action to close. Headings are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

19. **Enurement and Assignment**

This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns; provided that, except as provided in this Agreement, no party may assign this Agreement without the prior written consent of each of the other parties.

20. **Language**

The parties to this Agreement confirm that it is their wish that this Agreement, as well as all documents relating to this Agreement, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s’y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

21. **Governing Law**

This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The parties hereby attorn to the exclusive jurisdiction of the courts of Ontario and the federal courts of Canada with jurisdiction therein.

22. **Severance**

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.

23. **Termination**

The Subscriber agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber.

[Signature pages follows]

The Subscriber has read the terms of this Agreement and hereby offers to purchase the Units as set out above on the foregoing terms and conditions as of the Effective Date.

IF THE SUBSCRIBER IS AN INDIVIDUAL (NOT A MANAGED ACCOUNT):

SIGNED, SEALED & DELIVERED

In the presence of:

Witness

Name:
Address:
Tel:
Email:

|

Name:

IF THE SUBSCRIBER IS AN ENTITY (NOT A MANAGED ACCOUNT):

Subscriber:

By: _____

Name:
Title:

By: _____

Name:
Title:

IF THE INVESTMENT WILL BE HELD IN A MANAGED ACCOUNT:

Subscriber:
by the Registered Representative of its Registered Firm:

By: _____

Name:
Title:

By: _____

Name:
Title:

This Agreement is confirmed and accepted by the on behalf of the Fund.

DATED this day of , 20__.

**Hamilton Lane (Canada) LLC as trustee of
Hamilton Lane Global Private Assets Canada
(Feeder) Fund**

By: _____
Name:
Title:

SCHEDULE A

ACCREDITED INVESTOR CERTIFICATE

The Subscriber is a resident of or otherwise subject to the securities legislation of any province of Canada and is an “**accredited investor**”, as such term is defined in NI 45-106 and Section 73.3 of the *Securities Act* (Ontario), because, at the time of this subscription, the Subscriber falls within one or more of the following categories (Please check one or more, as applicable):

Please check the appropriate box(es)

- (a) a Canadian financial institution, or a Schedule III bank,
- (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- (c) a subsidiary of any person referred to in paragraphs (a) or (b), 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,
- (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
- (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
- (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- (f) 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,
- (g) 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,
- (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- (i) 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,
- (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000, **[Please sign the Risk Acknowledgement Form attached as Schedule A.1]**
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that before taxes but net of any related liabilities, exceeds Cdn. \$5,000,000,

- (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, **[Please sign the Risk Acknowledgement Form attached as Schedule A.1]**
- (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000, **[Please sign the Risk Acknowledgement Form attached as Schedule A.1]**
- (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,
- (n) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) 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, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of National Instrument 45-106,
- (o) 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,
- (p) 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,
- (q) 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,
- (r) 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,
- (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- (t) 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,
- (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- (v) 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

- (w) 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 of the trust 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.

For the purposes of this Schedule A:

- (a) all amounts are in Canadian dollars;
- (b) a trust company or trust corporation described in paragraph (p) above, other than a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the Trust and Loan Companies Act (Canada) or under comparable legislation in another jurisdiction of Canada, is deemed to be purchasing as principal; and
- (c) a person described in paragraph (q) above is deemed to be purchasing as principal.

As used in this Schedule A, the following terms have the following meanings:

“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;

“control person” has the same meaning as in securities legislation; in Ontario, **“control person”** means

- (a) a person or company who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and, if a person or company holds more than 20 percent of the voting rights attached to all outstanding voting securities of an issuer, the person or company is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer, or
- (b) each person or company in a combination of persons or companies, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and, if a combination of persons or companies holds more than 20 percent of the voting rights attached to all outstanding voting securities of an issuer, the combination of persons or companies is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;

“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;

“eligibility adviser” means

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“executive officer” means, for an issuer, an individual who is

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
- (c) performing a policy-making function in respect of the issuer;

“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;

“founder” means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the trade is actively involved in the business of the issuer;

“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);

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

For the purpose hereof, an issuer is an **affiliate** of another issuer if

- (a) one of them is the subsidiary of the other, or
- (b) each of them is controlled by the same person.

For the purpose hereof, a person (first person) is considered to control another person (second person) if

- (a) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

For the purpose hereof, for residents of Manitoba, “**distribution**” means a primary distribution to the public.

For the purpose hereof, for residents of Québec, “**trade**” includes any of the following activities:

- (a) any of the activities referred to in the definition of “dealer” in section 5 of the *Securities Act* (Québec), including the following activities;

- (i) the sale or disposition of a security by onerous title, whether the terms of payment be on margin, instalment or otherwise, but does not include a transfer or the giving in guarantee of securities in connection with a debt or the purchase of a security, except as provided in paragraph (b);
 - (ii) participation as a trader in any transaction in a security through the facilities of an exchange or a quotation and trade reporting system;
 - (iii) the receipt by a registrant of an order to buy or sell a security;
- (b) a transfer or the giving in guarantee of securities of an issuer from the holdings of a control person in connection with a debt

The foregoing representation and warranty is true and accurate as of the date of this certificate and will be true and accurate at the time the Subscriber accepts the Units for which it has subscribed. If any such representation or warranty shall not be true and accurate at such time, the undersigned shall give immediate written notice of such fact to the Trustee.

IF THE SUBSCRIBER IS AN INDIVIDUAL OR AN ENTITY (NOT A MANAGED ACCOUNT):

Dated: _____

Signed: _____

Print Name of Subscriber

If Subscriber is an Entity,
Print Name and Title of
Authorized Signing Officer

IF THE INVESTMENT WILL BE HELD IN A MANAGED ACCOUNT:

Dated: _____

Subscriber: _____
by the Registered Representative of its Registered
Firm: _____

By: _____
Name:
Title:

Schedule A.1

Form 45-106F9

Form for Individual Accredited Investors

WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: *Units as described in the private placement memorandum of the Hamilton Lane Global Private Assets Canada (Feeder) Fund dated June 16, 2021.*

Issuer: *Hamilton Lane Global Private Assets Canada (Feeder) Fund*

Purchased from: *Fund*

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:

Your initials

Risk of loss – You could lose your entire investment of \$_____. [Instruction: Insert the total dollar amount of the investment.]

Liquidity risk – You may not be able to sell your investment quickly – or at all.

Lack of information – You may receive little or no information about your investment.

Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.

3. Accredited investor status

You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.

Your initials

- Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)

- Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.

- Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.

- Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON

5. Salesperson information

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

Hamilton Lane Global Private Assets Canada (Feeder) Fund

150 King Street West, Suite 200

Toronto, Ontario

Canada M5H 1J9

(647) 715 9457

HL_GPA@hamiltonlane.com

[If investment is purchased from a selling security holder, also

insert name, address, telephone number and email address of selling security holder here]

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

SCHEDULE B

SUBSEQUENT SUBSCRIPTIONS

[Only required if not processing subsequent subscriptions through Fundserv]

Hamilton Lane (Canada) LLC

150 King Street West, Suite 200
Toronto, Ontario
Canada M5H 1J9

Dear Sir/Madam:

The undersigned hereby wishes to make an additional subscription in the amount(s) and class(es) of Units of the Fund in the applicable currency set out below (the “**Additional Subscription**”).

ADDITIONAL SUBSCRIPTION FOR UNITS:

<i>Hamilton Lane Global Private Assets Canada (Feeder) Fund</i>	
Class I-CAD Units	Subscription Amount (CDN\$): _____
Class I-USD Units	Subscription Amount (US\$): _____
Class R-CAD Units	Subscription Amount (CDN\$): _____
Class R-USD Units	Subscription Amount (US\$): _____

The undersigned acknowledges and agrees that (i) the undersigned is making the Additional Subscription on the terms and conditions contained in the Subscription Agreement previously executed by the undersigned and accepted by the Trustee; (ii) the representations and covenants contained in the Subscription Agreement are true and correct as of the date set forth below; and (iii) the background information, if any, provided to the Fund and the Trustee is true and correct as of the date set forth below.

The undersigned agrees to promptly notify the Fund should the undersigned become aware of, or have reasonable cause to believe that there has been any change in the information set forth in the Subscription Agreement or in the representations set forth in this Additional Subscription.

Dated: _____

Signed: _____

Print Name of Subscriber

If Subscriber is a Corporation,
Print Name and Title of
Authorized Signing Officer

SCHEDULE C

REDEMPTION REQUEST FOR UNITS

[Only required if not processing redemption requests through Fundserv]

Dated: _____, 20__

Apex Fund Services (Canada) Ltd.
350 Bay Street, Suite 1200
Toronto, Ontario
Canada, M5H 2S6

with a copy to:

Hamilton Lane (Canada) LLC
150 King Street West, Suite 200
Toronto, Ontario
Canada M5H 1J9

Dear Sir/Madam:

The undersigned investor (the “**Subscriber**”) hereby requests that you redeem that number and class of Units of the Fund set out below as of the applicable redemption date and pursuant to the terms of the amended and restated declaration of trust dated as of June 16, 2021, as amended, restated or supplemented from time to time.

REDEMPTION OF UNITS:

Hamilton Lane Global Private Assets Canada (Feeder) Fund

Class I-CAD Units	Number of Units to be Redeemed:_____
Class I-USD Units	Number of Units to be Redeemed:_____
Class R-CAD Units	Number of Units to be Redeemed:_____
Class R-USD Units	Number of Units to be Redeemed:_____

If the Subscriber is acting on behalf of one or more beneficial purchasers (each, a “**Beneficial Purchaser**”), the Subscriber is duly authorized to execute and deliver this redemption request and all other necessary documentation in connection with such redemption on behalf of such Beneficial Purchaser.

Dated: _____

Signed: _____

Print Name of Subscriber

If Subscriber is a Corporation,
Print Name and Title of
Authorized Signing Officer

SCHEDULE D

ADDRESS OF NOTICE

Subscriber (or Registered Representative) Contact Info

Attention: _____
Address: _____
Facsimile: _____
E-mail: _____

CC (if applicable): _____
Address: _____
Facsimile: _____
E-mail: _____

Trustee Contact Info

Attention: _____
Address: _____
Facsimile: _____
E-mail address: _____

SCHEDULE E

CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS (OPTIONAL)

TO: Hamilton Lane (Canada) LLC (the "Trustee") as trustee of the Fund (collectively, the "Fund").

I have read and understand this "Consent to Electronic Delivery of Documents" and consent to the electronic delivery of all future documents of the Fund to which I am entitled as a Unitholder that the Trustee elects to deliver to me electronically, all in accordance with my instructions below.

1. The types of documents which may be covered by this consent to electronic delivery are:
 - (a) private placement memorandum and amendments or supplements thereto;
 - (b) subscription agreements;
 - (c) financial statements;
 - (d) notices of meetings and related meeting materials (including proxies or assent forms);
 - (e) trade confirmations of purchases/redemptions of Units;
 - (f) notices of amendments to the Declaration of Trust(s); and
 - (g) other Unitholder communications.
2. I acknowledge that the documents covered by this consent to electronic delivery will be e-mailed to the address provided below, and that a separate notice regarding availability of the documents will not be provided.
3. I acknowledge that access to Internet E-mail is required in order to access documents electronically and I confirm I have such access.
4. I acknowledge that documents distributed electronically will be distributed in Adobe's Portable Document Format (PDF) or other commercially available software. The Adobe Acrobat Reader software required to view documents is available free of charge from Adobe's website at www.adobe.com.
5. I acknowledge that I may receive from the Trustee a paper copy of any documents delivered electronically at no cost if I contact the Trustee by telephone at (610) 617-9853 or regular mail (Attention: Frederick Shaw, Hamilton Lane (Canada) LLC, 150 King St. West, Suite 200 Toronto, Ontario M5H 1J9).
6. I acknowledge that documents may not be available for viewing and downloading on the Trustee's website as they will be emailed as described above.
7. I understand that I will be provided with a paper copy of any documents intended to be delivered electronically if electronic delivery fails. I also agree that at any time and without giving me advance notice, the Trustee may elect not to send me a document electronically, in which case a paper copy of the document will be mailed to me.
8. I understand that where appropriate, documents will be password protected with notification of the password provided by mail, phone or fax.
9. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered at any time by notifying the Trustee of such revised or revoked consent by telephone (610) 617-9853 or regular mail (Attention: Frederick Shaw, Hamilton Lane (Canada) LLC, 150 King St. West, Suite 200 Toronto, Ontario M5H 1J9). I understand that if I change my e-mail address or revoke or modify my consent, I must notify the Trustee. Such change, revocation or modification must actually be received and acknowledged by the Trustee in order for it to be effective.
10. I understand that I am not required to consent to electronic delivery.

IF THE SUBSCRIBER IS AN INDIVIDUAL OR AN ENTITY (NOT A MANAGED ACCOUNT):

Dated: _____

Signed: _____

Print Name of Subscriber

If Subscriber is an Entity, Print Name and Title of
Authorized Signing Officer

IF THE INVESTMENT WILL BE HELD IN A MANAGED ACCOUNT:

Dated: _____

Subscriber: _____
by the Registered Representative of its Registered Firm:

By: _____
Name:
Title:

Additional e-mail addresses to which the documents noted above are to be delivered:

_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE F

ANTI-MONEY LAUNDERING SUPPLEMENT

1. Names and Occupations

Instructions: In the event the Subscriber is not an individual, please provide a complete list of all directors, trustees or managing partners of the Subscriber and their occupations. When providing an occupation, please be specific (i.e. instead of “Consultant”, specify “Management Consultant”). For retired individuals, please provide your former occupation.

<u>Name</u>	<u>Occupation</u>

2. Identification of Authorized Persons and Individuals

In order to discharge certain client identification obligations under anti-money laundering and anti-terrorism legislation, each individual who has been authorized to provide instructions on behalf of the Subscriber, and the Subscriber if it is an individual, has either:

A. attended in person before a representative or agent of the Fund and produced and allowed said representative to make a photocopy of one of the following:

Please check one of the following

- birth certificate; passport;
- driver’s license; other applicable government-issued identity document, namely

_____ *{describe document}*

in the name of _____ *{individual name}*

{OR}

B. has not attended in person and hereby:

Please check one of the following

- attaches an Attestation as to Identity, substantially in the form attached as **Attachment “A”**, completed and signed by a Commissioner of Oaths or other acceptable guarantor; or
- a cheque in payment of \$1.00 payable to Hamilton Lane (Canada) LLC drawn by the individual or signatory on an account held with an acceptable financial entity;

ATTACHMENT "A"
ATTESTATION AS TO IDENTITY

In the matter of the identification of the following person for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada):

I, _____ *{insert name}* of
_____ *{insert address}* as a
commissioner for oaths or a guarantor as noted below hereby certify that I have seen the original of the following
document, and signed the legible photocopy, attached hereto: (*please check applicable box*)

- | | |
|--|--|
| <input type="checkbox"/> birth certificate; or | <input type="checkbox"/> passport; or |
| <input type="checkbox"/> driver's license; or | <input type="checkbox"/> other government-issued identity document, namely |

_____ *{describe document}*; in the name of
_____ *{person being identified}*.

I further certify the following information with respect to the identity document:

- a) reference number: _____
- b) place of issue: _____ {city, province or state}
- c) date of expiry: _____ {document must not be expired}

I confirm that I am attesting to the identity of the person named above in my capacity as (check one):

- | | |
|---|--|
| <input type="checkbox"/> Commissioner for oaths | <input type="checkbox"/> dentist, a medical doctor or a chiropractor |
| <input type="checkbox"/> a judge, a magistrate or a lawyer | <input type="checkbox"/> a notary (in Quebec) or a notary public |
| <input type="checkbox"/> an optometrist or a pharmacist | <input type="checkbox"/> a veterinarian |
| <input type="checkbox"/> a professional engineer (P. Eng., in a province other than Quebec) or engineer (Eng. in Quebec); | <input type="checkbox"/> an accredited public accountant (APA), a chartered accountant (CA), a certified general accountant (CGA), a certified management accountant (CMA), a public accountant (PA) or a registered public accountant (RPA) |

Dated:

_____ *(Signature of Commissioner or Guarantor)*

{If attesting as a Commissioner, please affix Commissioner's stamp if available.}

Name and Address of Commissioner/Guarantor:

SCHEDULE G

SUBSCRIBER QUESTIONNAIRE

1. Do you or your spouse (or the directors, officers, trustees, managing partners or beneficial owners of the subscriber if not an individual) own or control, directly or indirectly, 20% or more of the voting rights of a publicly-traded company? Yes
 No

2. Are you or your spouse (or the directors, officers, trustees, managing partners or beneficial owners of the subscriber if not an individual) a director or a senior officer (i.e., an officer or one of the five highest paid employees) of a reporting issuer or other issuer whose securities are publicly traded? Yes
 No

3. Are you or your spouse (or the directors, officers, trustees, managing partners or beneficial owners of the subscriber if not an individual) an insider (as that term is generally defined under Applicable Securities Laws)? Yes
 No

If Yes to any of the above questions, provide name(s) of issuer(s): _____

4. Will a third party be providing instructions to you on how to handle the account? (If yes, provide the third party's name, address, primary business/occupation, relationship and date of birth [if individual] or incorporation number and jurisdiction of incorporation [if corporation]) Yes
 No

5. Are you or a family member (or the directors, officers, trustees, managing partners or beneficial owners of the subscriber if not an individual) a Politically Exposed Foreign Person? Yes
 No

6. Are you or a family member (or the directors, officers, trustees, managing partners or beneficial owners of the subscriber if not an individual) a Domestic Politically Exposed Person? Yes
 No

7. Are you or a family member (or the directors, officers, trustees, managing partners or beneficial owners of the subscriber if not an individual) a Head of International Organization? **Yes**
 No

8. Regulated Institutions

(a) Is the Subscriber a regulated institution that is subject to legal or regulatory restrictions or limitations on the nature of its investments (such as a bank or an insurance company)?

Yes No

(b) If the answer to Question 8(a) is "Yes," is the Subscriber subject to, or is the Subscriber directly or indirectly "controlled"³ by a person that is subject to, the U.S. Bank Holding Company Act of 1956, as amended, and any

³ For purposes of this question, "controlled" is defined in the U.S. Bank Holding Company Act of 1956.

regulations, including Regulation Y of the Board of Governors of the Federal Reserve System, promulgated thereunder and interpretations thereof (the “BHC Act”) or otherwise an entity subject to the BHC Act, a Savings and Loan Holding Company, a foreign bank subject to the BHC Act pursuant to the International Banking Act of 1978, as amended, or any affiliate (as defined in 12 U.S.C. §1841(k)) of any of the foregoing?

Yes No

(c) If the answer to Question 3(a) is “Yes,” has the Subscriber verified that the proposed subscription is in compliance with applicable laws and regulations?

Yes No

9. Freedom of Information Act: Is the Subscriber subject to any Freedom of Information Act, open record statute, or other similar law requiring it to make certain information about the Subscriber available to the public, whether upon request or otherwise?

Yes No

DEFINITIONS

Family Members: The following are family members of an individual: mother or father, child, spouse or common-law partner, spouse or common-law partner’s mother or father, brother, sister, half-brother or half-sister.

Politically Exposed Foreign Person: An individual who holds or has ever held one of the following offices or positions in or on behalf of a foreign country: a head of state or government; a member of the executive council of government or member of a legislature; a deputy minister or equivalent; an ambassador or an ambassador’s attaché or counselor; a military general (or higher rank); a president of a state-owned company or bank; a head of government agency; a judge; or a leader or president of a political party in legislature.

Domestic Politically Exposed Person: An individual who holds or has held in the five years immediately preceding the date of this Subscription Agreement, one of the following offices or positions in or on behalf of a government in Canada: Governor General, lieutenant-governor or head of federal or provincial government, member of the Senate or House of Commons or member of a provincial legislature, deputy minister of federal or provincial government or equivalent rank, ambassador, or attaché or counsellor of an ambassador, military officer with a rank of general or above, president of a corporation that is wholly owned directly by the Crown in right of Canada or a province, head of a federal or provincial government agency, judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada, leader or president of a political party represented in a legislature or mayor.

Head of International Organization: The leader (i.e. president, CEO or similar role) of an organization established by means of a formally signed agreement between the governments of more than one country, or the head of an institution established by such international organization.

10. NON-U.S. PERSON STATUS

Each Subscriber must confirm that it is not a “U.S. person” within the meaning of Rule 902(k) of Regulation S promulgated under the U.S. Securities Act of 1933, as amended (If the following statement is not true, consult Adam Shane (telephone: +1-610-617-6461 or email: ashane@hamiltonlane.com) at Hamilton Lane.

The Subscriber hereby confirms that it is not a “U.S. person” as described below.

For these purposes, “**U.S. person**” means:

1. Any natural person resident in the United States;
2. Any partnership or corporation organised or incorporated under the laws of the United States;
3. Any estate of which any executor or administrator is a U.S. person;
4. Any trust of which any trustee is a U.S. person;
5. Any agency or branch of a foreign entity located in the United States;
6. 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;
7. Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
8. Any partnership or corporation if: (A) organised or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) promulgated under the U.S. Securities Act) who are not natural persons, estates or trusts.

Notwithstanding the foregoing paragraphs (1) through (8), the following are not “U.S. persons”:

- a. 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 organised, incorporated, or (if an individual) resident in the United States;
- b. Any estate of which any professional fiduciary acting as executor or administrator is 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 foreign law;
- c. Any trust of which any professional fiduciary acting as trustee is 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;
- d. 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;
- e. Any agency or branch of a U.S. person located outside the United States 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; and
- f. 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 organisations, their agencies, affiliates and pension plans.

For these purposes, “**United States**” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

SCHEDULE H

PUBLIC OFFICIALS WHO CAN ANSWER QUESTIONS ABOUT THE INDIRECT COLLECTION OF PERSONAL INFORMATION

Alberta Securities Commission

Suite 600, 250 - 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

The Manitoba Securities Commission

500-400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca

**Government of Newfoundland and Labrador
Financial Services Regulation Division**

P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information:
Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Autorité des marchés financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montreal, Quebec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdassocies@lautorite.qc.ca (For corporate
finance issuers); fonds_dinvestissement@lautorite.qc.ca (For
investment fund issuers)

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601- 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

SCHEDULE I

CERTIFICATE OF SUBSCRIBER'S AGENT

By submitting this completed Agreement to the Trustee, the Subscriber's Agent hereby acknowledges and confirms that it has fulfilled all relevant "know-your-client" and suitability obligations that he or she owes to the Subscriber and all identification and Subscriber information collection obligations under anti-money laundering and anti-terrorist financing legislation. The Subscriber's Agent also agrees to provide, as permitted by law, information reasonably requested by the Trustee to assist it in discharging its obligations under such laws. Specifically, the Subscriber's Agent represents that:

- (i) he or she has delivered a copy of the Memorandum to the Subscriber;
- (ii) assuming the Subscriber is relying on the accredited investor exemption, he or she has taken appropriate steps to ensure the Subscriber is an accredited investor (including completing Schedules A and A.1, as applicable), and will take appropriate steps to ensure the Subscriber continues to meet the specific accredited investor definition relied on in the Agreement for any subsequent purchases;
- (iii) in the event that he or she is unable to verify the identity of the underlying Subscriber, he or she will inform the Trustee as soon as it is reasonably practicable, if permitted by law;
- (iv) he or she has verified the Subscriber's source of funds to the best of his or her knowledge and he or she is not aware and has no reason to suspect that such funds have been derived from any illegal activities;
- (v) he or she will maintain all necessary records on transactions for the Subscriber in accordance with securities and other regulatory requirements and industry practice; and
- (vi) he or she will provide to the Trustee, as permitted by law, such supporting documentation on file relating to the Subscriber in respect of this subscription for Units as the Trustee may reasonably request.

Furthermore, if the Subscriber's Agent checks the following box "Yes", the Subscriber's Agent also represents and warrants that it is a Reporting Canadian Financial Institution, and will comply with all necessary due diligence and reporting obligations, under AEOI with respect to the Subscriber as a client, will advise the Trustee if the Subscriber is a U.S. Person for the purposes of FATCA and will provide to the Trustee information regarding the Subscriber as the Trustee may reasonably request from time to time.

- Yes the Subscriber's Agent will comply (and the Subscriber need not complete **Schedule K** or **Schedule L**) No (the Subscriber must complete **Schedule K** (if entity) or **Schedule L** (if individual))

Agent's GIIN: _____

Name of Subscriber's Agent and Dealer/Adviser Number

Signature of Subscriber's Agent

Date: _____

Name of Registered Representative and Rep Number

The Subscriber hereby authorizes the Trustee to rely on and accept instructions from the Subscriber's Agent on the Subscriber's behalf in connection with subsequent purchases, redemptions and transfers of Units and agrees to indemnify each of the Fund and the Trustee against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance of the Trustee on any improper instructions provided by the Subscriber's Agent.

Signature of Subscriber

SCHEDULE J

FINRA NEW ISSUE RULE

The Subscriber must complete this section in order for the Fund to be able to determine the extent to which the Subscriber may participate in “new issue” securities in accordance with Rules 5130 and 5131 of the Conduct Rules of the Financial Industry Regulatory Authority (“*FINRA*”). If the Subscriber is a Restricted Person or a Covered Person for purposes of such rules, the participation, directly or indirectly, in new issues by the Subscriber may be limited or excluded by the Board.

The Subscriber does not desire to participate in new issues and will be deemed a Restricted Person and Covered Person. **If this item is checked, no further response to this Section V is necessary.**

1. RESTRICTED PERSON STATUS. Each Subscriber must complete this section by checking the box next to all applicable categories below to determine whether the Subscriber is a restricted person under the FINRA Rule 5130 (a “*Restricted Person*”), unless the Subscriber indicates that it is an exempted entity in Question 2 below.

The Subscriber:

- (i) is a member of FINRA or a broker-dealer;
- (ii) is an officer, director, general partner, associated person⁴ or employee of a FINRA member or any other broker-dealer (other than a limited business broker-dealer)⁵;
- (iii) is an agent of a FINRA member or a broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business;
- (iv) is an immediate family member⁶ of a person described in (ii) or (iii) above. Under certain circumstances, a Subscriber who checks this box may be able to participate in new issue investments. The Fund may request additional information in order to determine the eligibility of a Subscriber under this Restricted Person category;
- (v) acts as a finder or acts in a fiduciary capacity (including, among others, attorneys, accountants and financial consultants) to the managing underwriter in offerings;
- (vi) has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account⁷ (including a private investment vehicle such as a hedge fund);

⁴ A person “associated with” a FINRA member or a broker-dealer includes any natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a FINRA member or a broker-dealer, any partner, director, officer or sole proprietor of a FINRA member or a broker-dealer.

⁵ A “limited business broker-dealer” is a broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

⁶ The term “immediate family member” includes the Subscriber’s: (i) parents, (ii) mother-in-law or father-in-law, (iii) husband or wife, (iv) brother or sister, (v) brother-in-law or sister-in-law, (vi) son-in-law or daughter-in-law, (vii) children, and (viii) any other person who is supported, directly or indirectly, to a material extent by an officer, director, general partner, employee, agent of a broker-dealer or person associated with a broker-dealer. For purposes of this Section III.B, the term “material support” means the direct or indirect provision of more than 25% of a person’s income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

⁷ A “*collective investment account*” is any hedge fund, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. Investment clubs (groups of individuals who pool their money to invest in stock or other securities and who are collectively responsible for making

- (vii) is an immediate family member of a person described in (v) or (vi) above who materially supports⁸, or receives material support from, the Subscriber;
- (viii) is a person listed or required to be listed in Schedule A, B or C of a Form BD. This Item should not be initialed if the broker-dealer is a limited business broker-dealer or by persons whose listing on Schedule A, B, or C is related to a person identified by an ownership code of less than 10% on Schedule A;
- (ix) is a person that (a) directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD, or (b) directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD. This Item should NOT be initialed if the broker-dealer is a limited business broker-dealer or if the public reporting company referred to above is listed on a national securities exchange or is traded on the Nasdaq National Market;
- (x) is an immediate family member of a person described in (viii) or (ix) above. Under certain circumstances, a Subscriber who checks this box may be able to participate in new issue investments. The Fund may request additional information in order to determine the eligibility of a Subscriber under this Restricted Person category;
- (xi) any entity (including a corporation, partnership, limited liability company, trust or other entity) in which any person or persons listed in (i)-(x) above has a beneficial interest⁹; or
- (xii) none of the above categories apply and the Subscriber is eligible to participate in new issue securities.

2. EXEMPTED ENTITY STATUS. A Subscriber that is an entity and that is also a Restricted Person under Section 1 may still be able to participate fully in new issue investments, whether directly or through an account in which such Subscriber has a beneficial interest, if it indicates below that it is also an exempted entity. Please check all appropriate boxes.

The Subscriber is:

- (i) an investment company registered under the Investment Company Act;
- (ii) a common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), and the fund (a) has investments from 1,000 or more accounts, and (b) does not limit beneficial interests in the fund principally to trust accounts of Restricted Persons;
- (iii) an insurance company general, separate or investment account, and (a) the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders; and (b) the insurance company does not limit the policyholders whose premiums are used to fund the account principally to Restricted Persons, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons;
- (iv) a publicly traded entity (other than a broker-dealer or an affiliate of a broker-dealer where such broker-dealer is authorized to engage in the public offering of new issues either as a selling group member or underwriter) that: (a) is listed on a national securities exchange, (b) is traded on the Nasdaq National Market, or (c) is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange or trading on the Nasdaq National Market;

investment decisions) and family investment vehicles (legal entities that are beneficially owned solely by immediate family members (as defined above)) are not considered collective investment accounts.

⁸ The term “*material support*” means directly or indirectly providing more than 25% of a person’s income in the prior calendar year. Members of the immediate family living in the same household are deemed to materially support each other.

⁹ The term “*beneficial interest*” means any economic interest such as the right to share in gains or losses. The initial receipt of a management or performance-based fee for operating a collective investment account, or other fee for acting in a fiduciary capacity, is not considered a beneficial interest in the account.

- (v) an investment company organized under the laws of a foreign jurisdiction and is listed on a foreign exchange or authorized for sale to the public by a foreign regulatory authority, and no person owning more than 5% of the shares of the investment company is a Restricted Person;
- (vi) (A) an Employee Retirement Income Security Act benefits plan that is qualified under Section 401(a) of the Code and such plan is not sponsored solely by a broker-dealer, (B) a state or municipal government benefits plan that is subject to state and/or municipal regulation or (C) a church plan under Section 414(e) of the Code; or
- (vii) a tax-exempt charitable organization under Section 501(c)(3) of the Code.
- (viii) The Subscriber is an entity (including a private investment vehicle, such as a hedge fund or fund of hedge funds) (a) in which the beneficial interests of Restricted Persons do not exceed in the aggregate 10% of such entity, or (b) that limits participation in new issue profits by Restricted Persons to not more than 10% of the profits from New Issues.

3. DETERMINATION OF BENEFICIAL OWNERSHIP. A Subscriber that is an entity must complete the following section.

Is the Subscriber an entity, such as a corporation, partnership, trust, limited liability company or collective investment account, in which one or more Restricted Persons described in section 1 has a beneficial interest?

Yes No

If yes, answer each of the following questions:

- (a) Indicate the total percentage beneficial interest in the Subscriber, directly or indirectly, of all such Restricted Persons: _____%.
- (b) Does the Subscriber have and will the Subscriber apply procedures to limit participation by Restricted Persons to not more than 10% of the profits and losses the Subscriber receives from new issues?

Yes No

4. COVERED PERSON STATUS. The Subscriber need not complete Part III.4 if one of the exemptions listed in Part III.2 applies. Otherwise, the Subscriber must check at least one of the statements below.

- (i) **Executive Officers or Directors of Certain Companies.** The Subscriber, or any person having a beneficial interest in the Subscriber, is (i) an executive officer or director of a public company¹⁰ or a covered non-public company¹¹, or (ii) a person receiving material support from an executive officer or director of a public company or a covered non-public company.

** If you check this item (A), name the public company(ies) or covered non-public company(ies).*

- (ii) **The statement above does not apply.**

¹⁰ The term “public company” means any company that is registered under Section 12 of the Exchange Act or files periodic reports pursuant to Section 15(d) thereof.

¹¹ The term “covered non-public company” means any non-public company satisfying the following criteria: (i) income of at least \$1 million in the last fiscal year or in two of the last three fiscal years and shareholders’ equity of at least \$15 million; (ii) shareholders’ equity of at least \$30 million and a two-year operating history; or (iii) total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the last three fiscal years.

SCHEDULE K

HAMILTON LANE ENTITY SELF-CERTIFICATION

Instructions for completion

We are obliged under local laws and regulations to collect and report to the Canadian tax authorities certain information about financial accounts held by some of our Account Holders. 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 and not defined in Exhibit A or Exhibit B hereto shall have the same meaning as applicable under the Intergovernmental Agreement between Canada and the United States for the enhanced exchange of tax information under the Canada-U.S. Tax Convention (the “US IGA”) and Part XVIII of the Income Tax Act (Canada) (and any regulations or guidance issued thereunder) implementing the US IGA as amended or modified from time to time and any successor law thereto (“Canadian FATCA Law”) Part XIX of the Income Tax Act (Canada) (and any regulations or guidance issued thereunder) implementing the OECD Common Reporting Standard as amended or modified from time to time and any successor law thereto (“Canadian CRS Law”), as relevant.

If any of the information below regarding your tax residence or automatic exchange of information (“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.

PART I: General

Section 1: Account Holder Identification

Legal Name of Entity/Branch	Country of incorporation/organisation
-----------------------------	--

Current Residence or Registered Address:

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

Mailing address (if different from above):

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

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 exemption¹²

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: _____

Cont..

- ii. its Sponsor has obtained a Sponsored Entity GIIN on its behalf.

¹² 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.

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:

- (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*.¹³

Indicate status:

- (b) The Entity is an Active Non-Financial Foreign Entity.¹⁴ Indicate qualifying criteria (see Exhibit A):

- (c) The Entity is a Direct Reporting NFFE.¹⁵ Please provide the Entity's GIIN.

Direct Reporting NFFE's
GIIN:

- (d) The Entity is a Sponsored Direct Reporting NFFE.¹⁶ 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.¹⁷

¹³ "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.II of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Exhibit A

¹⁴ See definition of *Active Non-Financial Foreign Entity* in Exhibit A

¹⁵ See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

¹⁶ See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5)

¹⁷ See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

If you have ticked 3.3(e) *Passive Non-Financial Foreign Entity*, please complete the following:

Please indicate the name of any *Controlling Person(s)*¹⁸:

Full Name of any Controlling Person(s)

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

¹⁸ See definition of *Controlling Person(s)* in Exhibit 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.¹⁹

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 using one of these choices:

- Reason 1: The entity will apply or has applied for a tax reference number but has not yet received it
- Reason 2: The entity’s jurisdiction of tax residence does not issue tax reference numbers to its residents
- Reason 3: Other reason (please specify)

Please indicate the jurisdiction under the laws of which the Entity is incorporated or organized.

Jurisdiction of incorporation or organization

Section 5: CRS Classification

¹⁹ Entities may also apply the CRS classification rules and categories in Part XIX of the Income Tax Act (Canada) and related regulations and administrative guidance.

Provide your CRS classification by checking the corresponding box(es).²⁰ Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

5.1 If the entity is a *Financial Institution*²¹, please tick this box and specify the type of Financial Institution in (a), (b), or (c) below:

- (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 Jurisdiction²² 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 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

- (c) Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:

- i. Investment Entity managed by another Financial Institution²³ 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.
- ii. Investment Entity managed by another Financial Institution (other than i. above)

²⁰ 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 Part XIX of the Income Tax Act (Canada) and related regulations and administrative guidance must be used.

²¹ See definition of *Financial Institution* in Exhibit B.

²² See definition of *Non-Participating Jurisdiction* in Exhibit B.

²³ 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 Exhibit B.

If you have ticked the box for 5.1(c) ii, please indicate the name of the *Controlling Person(s)* in the table below.

Full Name of any Controlling Person(s). <i>Please see definition in Exhibit B. (This table must not be left blank unless exemption (a) or (b) above applies)</i>

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

- iii. Other Investment Entity (other than i. or ii. above); OR
- iv. Other Financial Institution, including a Depository 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:

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

- (c) Other Active Non-Financial Entity.²⁴ Indicate qualifying criteria (see Exhibit B):

²⁴ See definition of *Active Non-Financial Entity* in Exhibit B.

5.3 If the entity is a *Passive Non-Financial Entity* please tick this box.²⁵

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

Full Name of any Controlling Person(s)	<i>(must not be left blank)</i>

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, in case the Country(ies) of Tax Residence is/are CRS or FATCA (US) Reportable Jurisdiction(s), the information disclosed in this form together with required information related to my/our financial accounts will be reported to the Canadian tax authorities or any other authorized delegates under Canadian law, and subsequently exchanged with the tax authorities of the CRS Reportable Jurisdiction(s) (or to the IRS where applicable), pursuant to international agreements to exchange financial account information.

I/We acknowledge that, as per Canadian CRS Law and Canadian FATCA Law, answering questions related to the information disclosed in this self-certification form is mandatory.

Upon request I/we will have access to the data concerning me/us that are disclosed to the Luxembourg tax authorities, and I/we will be in a position to rectify any of my/our personal data. The data collected will not be kept longer than necessary for the purpose of the Canadian CRS Law.

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

Authorised Signature: _____ Authorised Signature: _____

Position/Title: _____

Position/Title: _____

²⁵ Please see the definition of *Passive Non-Financial Entity* in Exhibit B.

Date (dd/mm/yyyy): / /

Date (dd/mm/yyyy): / /

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:

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

Line 2 (e.g. Town/City/Province/County/State)

Country:

Postal Code/ZIP Code:

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

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

Line 2 (e.g. Town/City/Province/County/State)

Country:

Postal Code/ZIP Code:

6.4 Date of birth²⁶ (dd/mm/yyyy)

6.5 Place of birth²⁷

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**

²⁶ The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

²⁷ 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;²⁸ 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 using one of these choices:

- Reason 1: The entity will apply or has applied for a tax reference number but has not yet received it
- Reason 2: The entity’s jurisdiction of tax residence does not issue tax reference numbers to its residents
- Reason 3: Other reason (please specify)

²⁸ The Controlling Person’s TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

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>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Controlling Person of a legal person – <i>control by other means</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Controlling Person of a legal person – <i>senior managing official</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Controlling Person of a trust – <i>settlor</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Controlling Person of a trust – <i>trustee</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Controlling Person of a trust – <i>protector</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Controlling Person of a trust – <i>beneficiary</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Controlling Person of a trust – <i>other</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Controlling Person of a legal arrangement (non-trust) – <i>settlor-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Controlling Person of a legal arrangement (non-trust) – <i>trustee-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Controlling Person of a legal arrangement (non-trust) – <i>protector-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Controlling Person of a legal arrangement (non-trust) – <i>beneficiary-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Controlling Person of a legal arrangement (non-trust) – <i>other-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.
- Specifically, I acknowledge that, in case the Country(ies) of Tax Residence is/are CRS or FATCA Reportable Jurisdiction(s), the information disclosed in this form together with required information related to my financial account will be reported to the Canadian tax authorities or any other authorized delegates under Canadian law, and subsequently exchanged with the tax authorities of the CRS Reportable Jurisdiction(s) (or with the IRS where applicable) pursuant to international agreements to exchange financial account information.
- I acknowledge that, as per the Canadian CRS Law and the Canadian FATCA Law, answering questions related to the information disclosed in this self-certification form is mandatory.
- Upon request I will have access to the data concerning me that are disclosed to the Canadian tax authorities, and I will be in a position to rectify any of my personal data. The data collected will not be kept longer than necessary for the purpose of the Canadian CRS Law.
- 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:

EXHIBIT 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 U.S 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 persons²⁹:

- (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 interest³⁰ 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.

²⁹ 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.

³⁰ 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.

EXHIBIT 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 trustee(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 persons³¹:

- (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 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

- (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.

³¹ 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.

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.

SCHEDULE L

HAMILTON LANE INDIVIDUAL SELF-CERTIFICATION

Instructions for completion

We are obliged under local laws and regulations to collect and report to the Canadian tax authorities certain information about financial accounts held by some of our Account Holders. 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 Canadian CRS Law.

If any of the information below regarding your tax residence or automatic exchange of information ("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
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Permanent Residence Address:

Number & Street	City/Town
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State/Province/County	Post Code	Country
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Mailing address (if different from above):

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
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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.

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 self-certification form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient within 30 days and provide an updated self-certification form, where any change in circumstances occurs, which causes any of the information contained in this form to be incorrect.

I acknowledge that, in case the Country(ies) of Tax Residence is/are CRS or FATCA Reportable Jurisdiction(s), the information disclosed in this Form together with required information related to my financial account will be reported to the Canadian tax authorities or any other authorized delegates under Canadian law, and subsequently exchanged with the tax authorities of the CRS Reportable Jurisdiction(s) (or with the IRS where applicable) pursuant to international agreements to exchange financial account information.

I acknowledge that, as per the Canadian CRS law and of the Canadian FATCA Law, answering questions related to the information disclosed in this Self Certification Form is mandatory.

Upon request I will have access to the data concerning me that are disclosed to the Canadian tax authorities, and I will be in a position to rectify any of my personal data. The data collected will not be kept longer than necessary for the purpose of the Canadian CRS law.

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

Signature:		
Date (dd/mm/yyyy):	/ /	