

SUBSCRIPTION FORM CLASS I - A / CLASS I - D
FMO PRIVIUM IMPACT FUND

Subscription Instructions

Please complete, date and execute the attached Subscription Form and deliver it, in hard copy (by regular mail), to:

Circle Investment Support Services B.V.
Smallepad 30F
3811 MG Amersfoort
The Netherlands
Fax: +31 33 467 3890
E-mail: investors.nl@circlepartners.com

Please wire the Total Subscription Price in the relevant Class Currency, i.e. EUR, to the below bank account in the name of the Legal Owner. The funds must be wired from a bank established in a member state as mentioned in the Dutch Act on the Prevention of Money Laundering and the Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*) and from an account held in the name of the Subscriber.

BANK	:	ABN AMRO Bank N.V.
ACCOUNT NUMBER / IBAN	:	NL49ABNA0508436818
		for subscriptions to the Class I (EUR) units)
ACCOUNT OF	:	Stichting Juridisch Eigendom FMO Privium Impact Fund
BIC	:	ABNANL2A
REFERENCE (NAME UNIT HOLDER)	:	_____

To complete the Subscription Form, please insert the following information:

In the Recitals:

Subscriber's name, address and place of establishment (as relevant).

In Numeral 2.2:

The Total Subscription Price, the Class and the date for which Subscriber wishes to subscribe.

In Numeral 11.1:

The name, address and email of the Subscriber.

*In Numeral **Error! Reference source not found.**.2:*

The complete source of funds declaration.

In Numeral 16.1:

The planned investment period and expected frequency of trading.

Note: Please sign the Subscription Form at the end.

In addition to a properly executed Subscription Form, the following KYC documentation is required for the acceptance of initial subscriptions and transfers:

If Subscriber is an individual:

- (i) A copy of the valid passport or drivers' license of Subscriber.
- (ii) A copy of a bank statement or utility bill containing the address of Subscriber not older than three (3) months.
- (iii) The self-certification form FATCA/CRS.

If Subscriber is an entity:

- (i) A copy of the valid passport or identity card of the authorized persons that have signing authority on behalf of the entity and/or a copy of the valid passport or identity card of the Ultimate Beneficial Owner(s) of the entity.
- (ii) A copy of a bank statement containing the address of the entity not older than three (3) months, of the bank account from which the amount of the investment will be transferred, containing the name and address of the entity.
- (iii) Memorandum & articles of association or articles of incorporation.
- (iv) Excerpt from commercial register or other document providing details (names and addresses) of directors.
- (v) The shareholder register or other document providing details (names and addresses) of shareholders.
- (vi) A copy of the shareholder register of the entity.
- (vii) The self-certification form FATCA/CRS.

The right is reserved to request any further information or documentation which is considered to be in any way necessary to the process of verification. Upon receipt of the Subscription Form and all referenced KYC information, the AIFM will accept the subscription and the Administrator will confirm the subscription. If a subscription is not accepted or if the offering is terminated, all funds deposited or wired and the Subscription Form and all other documents delivered to the Fund will be returned to Subscriber without interest or deduction.

The Administrator may request that the aforementioned KYC documentation needs to be certified as a true copy of the original by a notary public, a registered lawyer, a registered accountant, a police officer or a bank officer.

SUBSCRIPTION FORM (the "**Subscription Form**") for units (the "**Units**") in FMO Privium Impact Fund (the "**Fund**") of:

NAME: _____

ADDRESS: _____

PLACE ESTABLISHMENT: _____

(the "**Subscriber**").

SUBSCRIBER AGREES as follows:

1. INTRODUCTION AND DEFINED TERMS

- 1.1 Privium Fund Management B.V. is the manager (the "**AIFM**") and Stichting Juridisch Eigendom FMO Privium Impact Fund is the legal owner (the "**Legal Owner**") of the Fund.
- 1.2 Subscriber wishes to subscribe for units in the Fund and the AIFM is willing to offer units in the Fund to Subscriber subject to the terms and conditions of management and custody of the Fund dated _____, as amended from time to time (the "**Terms and Conditions**"), and subject to the terms and conditions set out in this Subscription Form.
- 1.3 Subscriber hereby confirms that it acknowledges and agrees to the Terms and Conditions and acknowledges that all relations between each Unitholder, the AIFM and the Legal Owner are governed by the Terms and Conditions, the prospectus of the Fund dated _____ and such Unitholder's respective Subscription Form.
- 1.4 The terms used in this Subscription Form (including the schedules thereto) have, unless provided otherwise, the same meaning as set out in the Terms and Conditions.

2. SUBSCRIPTION

- 2.1 Subscriber hereby wishes to participate in the Fund subject to the acceptance of this Subscription Form by the AIFM. The subscription for the respective Units (including the amount of the Units) will be confirmed in a letter by the Administrator to Subscriber on behalf of the AIFM and the Legal Owner. Subscriber acknowledges that the AIFM reserves the right to reject in its absolute discretion this and any other subscription for Units in whole or in part. The AIFM will determine in its sole discretion which subscriptions shall be accepted.
- 2.2 Subscriber hereby unconditionally and irrevocably subscribes for Units in the Class and for the amount as specified below.

AMOUNT: _____

AMOUNT IN WORDS: _____

CLASS: Class I - A / Class I - D (*tick as appropriate*)

Subscriber hereby undertakes to pay the Total Subscription Price in accordance with the provisions of the Terms and Conditions, the Prospectus and this Subscription Form,

for the Settlement Date of (*insert date*)_____ to the bank account of the Legal Owner set out in the Subscription Instructions above.

- 2.3 Payment of the Total Subscription Price must be received in the respective Class Currency, i.e. EUR, in the bank account of the Legal Owner on or prior to the twenty-fifth (25th) day of a month before the relevant Settlement Date.

3. **ACCEPTANCE SUBSCRIPTION, ISSUE PARTICIPATIONS**

- 3.1 Subject to the terms and conditions of this Subscription Form, in consideration for the Total Subscription Price, Subscriber shall be issued a number of Units equal to the Total Subscription Price referred to under 2.2 above divided by the Net Asset Value per Unit calculated as at the immediately preceding Valuation Date of the Units subscribed for.

- 3.2 Upon acceptance of the subscription, the AIFM shall enter the Subscriber's name, address, number and Class of Units in the Register in accordance with Article 14 of the Terms and Conditions. Such registration shall be conclusive evidence of the entitlement of Subscriber.

4. **REPRESENTATIONS AND WARRANTIES OF PARTICIPANT**

- 4.1 Subscriber represents and warrants (*garandeert*) to the Legal Owner and the AIFM that:

- (a) the execution and performance of the Subscription Form do not contravene, or constitute a default under any provision of law applicable to Subscriber;
- (b) Subscriber has the knowledge and expertise in business and financial matters to make it capable of assessing and evaluating the merits and risks associated with investing in the Fund;
- (c) Subscriber has independently assessed, evaluated and verified the merits and risks associated with investing in the Fund and the transactions contemplated thereunder;
- (d) Subscriber declares to have read and agree with the content of the Prospectus, the Terms and Conditions and the Redemption Form. Subscriber has had the opportunity to ask questions and receive answers concerning the Fund and the terms and conditions of this offering from authorised representatives of the Fund;
- (e) Subscriber is willing to assume and will be able to bear the full financial and economic risk of its subscription, while maintaining adequate means of providing for its current needs and foreseeable contingencies, even in the event of a loss of its entire investment in the Fund;
- (f) none of the Legal Owner, the AIFM or any other person acting on behalf of the Legal Owner, the AIFM respectively, FMO or the Delegate or any other person acting on behalf of the FMO or the Delegate, has provided any warranties or guarantees for the benefit of Subscriber. Regarding its own financial position (including the tax consequences) Subscriber did not rely on an advice of the Legal Owner, the AIFM, FMO or the Delegate, respectively or other individuals acting on behalf of the Legal Owner, the AIFM, FMO or the Delegate with respect to this investment;

- (g) the person or persons signing on behalf of Subscriber have full power and authority to do so. If applicable, all relevant internal procedures have been complied with and all necessary internal consents have been obtained;
- (h) the signing and the performance of this Subscription Form will not conflict with, or result in any violation of or default under, or represent a breach of, any provision of any governing instrument applicable to Subscriber, or any material agreement or other instrument to which Subscriber is a party or by which Subscriber is bound;
- (i) Subscriber is authorized to sign this Subscription Form and to fulfill all obligations arising from this agreement. For this purpose Subscriber does not have to register or otherwise perform acts with any public authority or independent supervisory authority, as all registrations or acts in respect of such public authority or independent supervisory authority (in so far as necessary) have taken place. Subscriber acknowledges that upon acceptance of this Subscription Form by the AIFM, this Subscription Form and the Terms and Conditions will be its legal, valid and binding obligations, enforceable against it in accordance with their respective terms;
- (j) the signing and the performance by Subscriber of this Subscription Form does not conflict with and will not result in any claim for default (*ingebrekestelling*) against Subscriber under (a) any provision of law applicable to Subscriber; (b) any directive, rule or instruction of any public authority or independent supervisory authority which supervises the business of Subscriber; (c) the articles of association or other organizational documents of or regarding Subscriber; or (d) any agreement, judgment, judicial ruling or order, verdict, decree or other instrument binding on Subscriber; and,
- (k) Subscriber agrees that the above representations and warranties in this section will be true and correct both as of the execution date of the Subscription Form and the issue of the Units. If at any time during the term starting as of the date hereof and ending upon termination of Subscriber's participation in the Fund any of such information, representations or warranties shall cease to be true, Subscriber shall promptly so notify the AIFM in writing.

4.2 Subscriber acknowledges and agrees that the AIFM and the Fund are required to comply with all relevant anti-money laundering regulations in relation to the admission of Subscriber to the Fund. Accordingly, Subscriber has ensured that the relevant documents as requested under Subscription Instructions above are submitted with this Subscription Form.

4.3 Subscriber understands that the information set forth in this Subscription Form and the documents requested to be submitted under Subscription Instructions above will be relied upon by the AIFM or the Administrator for the purpose of determining the eligibility of Subscriber to acquire and hold Units. Subscriber agrees to provide such information and execute and deliver such documents regarding Subscriber and all of its beneficial owners as the AIFM may reasonably request from time to time to determine Subscriber's eligibility to acquire Units in the Fund, to verify the accuracy of Subscriber's representations and warranties herein or to comply with any law, rule or regulation to which the AIFM and the Fund may be subject, including compliance with anti-money laundering laws and regulations, or for any other reasonable purpose.

5. REDEMPTION, WINDING UP AND BANKRUPTCY

By signing the Subscription Form Subscriber has not intended, for any purpose, to enter into a partnership (*maatschap or vennootschap onder firma*) or limited partnership (*commanditaire vennootschap*). If notwithstanding the explicit intentions of the parties involved, the existing legal relationship between them is qualified by any authorized judicial body as such a partnership, Subscriber agrees, in so far as necessary, that (i) in case of a redemption of any or of all the Units by Subscriber in case of its liquidation, or in case of any other occurrence requiring under the rules of Dutch law such a partnership be dissolved, the other Unitholders have the right to continue and are deemed to continue the partnership; and (ii) the payment of the value attributable to the redeemed Units on the basis of the Net Asset Value per Unit on the redemption date is considered to be the full and final settlement of the share in the joint ownership, if and as far as present, of such a partnership.

6. INDEMNITY

Subscriber indemnifies the Legal Owner and the AIFM and persons connected to them, including the board of management, employees and advisers, without requesting or receiving any compensation therefore, against any claim, loss, damage, liability or costs, including the costs of legal advisers, to the extent that these are incurred by any of the Legal Owner and the AIFM and the persons mentioned above as a result of an incorrect representation of the facts by Subscriber or by any act or omission of Subscriber in breach of the Subscription Form.

7. RECOURSE

In case Subscriber does not fulfill its obligations under the Subscription Form the Legal Owner and the AIFM reserve all rights and legal remedies available to them under this Subscription Form under Dutch law and otherwise. If the Legal Owner or the AIFM does not exercise a right or a legal remedy available to it under the Subscription Form, this should not be interpreted as a waiver of the right to exercise such right or any other right or legal remedy in the future. The exercise of any right or legal remedy by the Legal Owner or the AIFM available to them under this Subscription Form does not prejudice the exercise by the Legal Owner or the AIFM of the other rights available to them under this Subscription Form under Dutch law or otherwise.

8. VALIDITY OF WARRANTIES

The statements, guarantees (*garanties*), acknowledgements and warranties made by Subscriber remain in full force and effect after the date of this Subscription Form. If there is any change in anything stated, guaranteed, warranted or acknowledged by Subscriber at the time of participation in the Fund, it shall notify the AIFM and the Legal Owner thereof without delay.

9. REDEMPTION

The Subscriber can redeem by giving notice to the Administrator in the format set out in Annex 1 (the "Redemption Notice").

10. ONE AGREEMENT

13. SOURCE OF FUNDS DECLARATION¹

13.1 Subscriber understands that the below declaration is made for the protection of Subscriber as well as for the protection of the Legal Owner and other management, administration and service providers of the Fund.

13.2 Subscriber declares that the funds totaling EUR _____, which are used to purchase the Units represent funds obtained by Subscriber from the following source (such as: labour/salary, selling company, lottery, selling real estate, heritage etc):

13.3 Subscriber hereby gives its consent to the Legal Owner and other management, administration and service providers of the Fund to disclose this transaction to those institutions which are legally entitled to receive the information contained herein.

14. DECLARATION CUSTODY BANK²

A Subscriber which is a custody bank (nominee account) that, on behalf of its clients, makes a subscription to the Fund declares that it shall identify, verify and record the identity of such clients, and that, to the best of its knowledge, the funds invested do not and will not directly or indirectly derive from any unlawful or criminal activity.

15. QUALIFICATION SUBSCRIBER AS (NON) PROFESSIONAL INVESTOR

15.1 The Subscriber shall be considered a professional investor (professionele belegger) if it qualifies as such within the meaning of section 1:1 FSA. The type of investors qualifying as professional investor (professionele belegger) within the meaning of section 1:1 FSA are reflected in Annex 2.

15.2 In case the Subscriber does not qualify as a professional investor (professionele belegger) within the meaning of section 1:1 FSA, it may request the Fund Manager to be treated as such in accordance with the FSA. The Fund Manager may approve or refuse such request at its sole discretion.

16. PLANNED INVESTMENT PERIOD AND FREQUENCY OF TRADING

16.1 The planned investment period and expected frequency of trading are:

Planned investment period : _____
Expected frequency of trading : _____

¹ This Clause 13 only applies in case the Subscriber is not a custody bank.

² This Clause 14 only applies in case the Unitholder is a custody bank.

16.2 The planned investment period and expected frequency of trading set out in Clause 16.1 will not form any kind of commitment from the Subscriber.

17. TAX

17.1 By signing this Subscription Form, the Subscriber:

- (i) In relation to FATCA: agrees to provide the fund with any information, including information concerning the direct or indirect owners of such Subscriber, that the fund determines is necessary to satisfy its obligations under an agreement with the IRS upon request from the Fund Manager or the Administrator.
- (ii) In relation to CRS: acknowledges that:
 - a) the Fund is considered to (i) be a reporting financial institution under CRS and the Fund (or its agent) will be required to disclose to the competent tax authority of the Netherlands certain confidential information in relation to the Subscriber, including but not limited to the Subscriber's name, address, tax identification number (if any), social security number (if any) and certain information relating to the Subscriber's investment;
 - b) the competent tax authority of the Netherlands will be required to automatically exchange information as outlined above with the Foreign Tax Authorities;
 - c) the Fund (or its agent) will be required to disclose to the Foreign Tax Authorities certain confidential information when registering with such authorities and if such authorities contact the Fund (or its agent directly) with further enquiries;
 - d) the Fund may require the Subscriber to provide additional information and/or documentation which the Fund will be required to disclose to the competent tax authority of the Netherlands;
 - e) in the event a Subscriber does not provide the requested information and/or documentation, whether or not that actually leads to breach of the applicable laws and regulations by the Fund, a risk for the Fund or the Fund's Subscribers being subject to withholding tax or penalties under the relevant legislative or inter- governmental regimes, the Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the Subscriber concerned;
 - f) no Subscriber affected by any such action or remedy shall have any claim against the Fund (or its agent including the Administrator) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with the CRS, any further inter-governmental agreements or any of the laws and regulations related to the CRS; and

- g) all information to be reported under CRS will be treated as confidential and such information shall not be disclosed to any persons other than the competent tax authority of the Netherlands and the Foreign Tax Authorities or as otherwise required by law.
- 17.2 The Subscriber shall ensure that its tax affairs are compliant with the laws and regulations applicable in their jurisdiction(s) of residence and/or citizenship (as applicable).
18. **DATA PROTECTION**
- 18.1 The Fund Manager controls the processing of the personal data that is furnished by the Subscriber in connection with an investment in the Fund (the “**Personal Data**”).
- 18.2 The processing of the Personal Data is necessary for: (i) the performance of the Fund Manager’s obligations under or pursuant to this Subscription Form and the Terms and Conditions; and (ii) compliance by the AIFM with applicable rules and regulations such as the rules on the prevention of money laundering and financing of terrorism (the “**Purposes**”). The Personal Data collected shall not be processed for any purposes other than the Purposes.
- 18.3 The provision of the Personal Data by the Subscriber is necessary for a subscription to the Fund. Failure to provide such Personal Data shall result in the Fund Manager not accepting the requested subscription.
- 18.4 The Personal Data will be shared with the Administrator for the Purposes, and may be shared with other service providers of the Fund Manager within the scope of the Purposes only. The Fund Manager shall take appropriate measures to ensure that the Personal Data will be properly handled in accordance with applicable rules and regulations. When required, the Personal Data may also be shared with competent authorities.
- 18.5 The Personal Data will be stored for such period of time as required to enable the Fund Manager to comply with applicable rules and regulations. The Subscriber has the right to request the Fund Manager to provide access to and rectification or erasure of Personal Data, or a restriction on the processing of the Personal Data and the right to withdraw any consent given to the processing of Personal Data. The Subscriber may send such request and other questions it may have to the Fund Manager at fundmanagement@priviumfund.com.
- 18.6 At the Fund Manager, Mark Baak will function as privacy officer.
- 18.7 The Subscriber has the right to file a complaint with the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*).
- 18.8 By submitting this Subscription Request, the Subscriber explicitly confirms and expressly agrees that:
- (i) Personal Data processed by the Fund Manager may be shared by the Fund Manager with the Legal Owner, the Administrator and any of the Fund Manager’s Affiliates and third party service providers both within and outside the European Union in connection with the performance of their activities for the Fund or any other funds raised by the Fund Manager; and

- (ii) the Fund Manager may disclose Personal Data to other parties insofar provided for in the Fund Documents as well as if required by applicable laws, regulations or court or governmental orders.

19. MISCELLANEOUS

- 19.1 This Subscription Form and the Terms and Conditions constitute the entire and only agreement between the Fund Manager, the Legal Owner and the Subscriber in relation to the subject matter hereof and thereof.
- 19.2 Neither this Subscription Form nor any of the Subscriber's rights hereunder is transferable or assignable by the Subscriber, except in accordance with the Terms and Conditions.
- 19.3 The Subscriber waives (to the extent permitted by law) its right to terminate, dissolve (including any partial dissolution) (*ontbinden*) or nullify (*vernietigen*) this Subscription Form.
- 19.4 The Subscriber consents to the Fund Manager registering certain details of the Subscriber (including Personal Data) in any ultimate beneficial owner register pursuant to applicable laws or regulations.
- 19.5 The Subscriber confirms to apply for subscription to the Fund and is acquainted with the Terms and Conditions and the Prospectus and agrees to be bound towards the Fund Manager and the Legal Owner under this Subscription Form and to the Terms and Conditions and the Prospectus.

20. CHOICE OF LAW, COMPETENT COURT

- 20.1 This Subscription Form shall be governed by the laws of the Netherlands, and shall be interpreted accordingly.
- 20.2 The Subscriber hereby irrevocably agrees that any action or proceeding relating in any way to this Subscription Form may be brought to the competent courts of Amsterdam and its appellate courts and irrevocably submits to the non-exclusive jurisdiction of such courts.

Subscriber confirms to apply for subscription to FMO Privium Impact Fund and is acquainted with the Terms and Conditions and the Prospectus and agrees to be bound towards the AIFM and the Legal Owner under this Subscription Form and to the Terms and Conditions and the Prospectus.

.....
By:
Title:
Date:

.....
By:
Title:
Date:

**ANNEX 1 TO THE SUBSCRIPTION FORM
FORM OF REDEMPTION NOTICE**

To: Circle Investment Support Services B.V.
Smallepad 30F
3811 MG Amersfoort
The Netherlands

Dear Sir, Madam,

The undersigned, _____ (name Participant) holds _____ (number) Participations of the FMO Privium Impact Fund.

We kindly request you, as per the next date available therefore under the Terms and Conditions of Management and Custody of the FMO Privium Impact Fund (the “**Terms and Conditions**”):

- (a) to redeem all participations held by the undersigned.*
- (b) to redeem the following number of participations held by the undersigned:
_____ (number).*
- (c) to redeem for a sum of USD _____ (amount).*

The Legal Owner shall pay such amount in accordance with the provisions of the Terms and Conditions to the undersigned by transferring to the bank account set forth in the Subscription Form of the undersigned.

We understand that a completed original or fax of this Notice of Redemption has to be delivered to the care of the Administrator by 17:00 hours CET, no later than one (1) month before the Valuation Date preceding the Settlement Date on which the Participations are to be redeemed.

Yours faithfully,

PARTICIPANT

By :
Title:
Date:

By :
Title:
Date:

* please strike through as applicable and complete information if applicable

ANNEX 2 TO THE SUBSCRIPTION FORM

PROFESSIONAL INVESTORS

Any of the following entities qualify as a professional investor (*professionele belegger*) within the meaning of section 1:1 FSA:

- a. bank;
- b. manager of an investment institution;
- c. manager of an undertaking for collective investment in transferable securities;
- d. manager of a pension fund or a comparable legal person or company;
- e. investment institution (*beleggingsinstelling*);
- f. investment firm (*beleggingsonderneming*);
- g. national or regional government body, or government body administering the public debt;
- h. central bank;
- i. financial institution;
- j. international or supranational organisation governed by public law or comparable international organisation;
- k. undertaking for collective investment in transferable securities (*icbe*);
- l. market maker;
- m. undertaking which most important activity is investing in financial instruments, the performance of securitization transactions or other financial transactions;
- n. pension fund or a comparable legal person or company;
- o. person or company who trades for own account in commodities and commodity derivatives;
- p. local firm;
- q. legal person or company meeting two of the following size requirements (large undertakings):
 1. balance sheet total of at least EUR 20,000,000;
 2. net turnover of at least EUR 40,000,000;
 3. own funds of at least EUR 2,000,000;
- r. insurance company.

