# **APPLICATION FORM**

# CAYMAN EMERGING MANAGER PLATFORM SPC BSD Global Tech Hedge Fund S.P.

BSD Global Tech Hedge Fund S.P.

An exempted segregated portfolio company incorporated with limited liability in the Cayman Islands and registered as a mutual fund pursuant to the Mutual Funds Law ( amended) of the Cayman Islands

SUBSCRIPTION FOR SHARES IN BSD GLOBAL TECH HEDGE FUND S.P PURSUANT TO THE TERMS AND CONDITIONS SET OUT IN THE CURRENT PRIVATE PLACEMENT MEMORANDUM AND SUPPLEMENT

Name			Reg No.	
Address				
Postcode	City		Country	
Phone	FAX		e-mail	
Correspondence address (if different from above)				
Intermediary representative details: (If applicable)				
Name	FAX		e-mail	
Amount:				
Source of funds: (Please give details)				
Remitting bank details: (Please note that redemption funds will be transferred only to the remitting bank account)				
Bank name and address				
Swift		Account name		
IBAN		Account No		
Investor Communication to be sent to: e-mail				

#### **PAYMENT**

#### **United States Dollars (USD)**

**Beneficiary Bank:** BMO BANK OF MONTREAL

175 Bloor St East, Toronto ON M4W 3T5, Canada

**SWIFT code:** BOFMCAM2

**Institution number:** 001

Beneficiary a/c name: Cayman Emerging Manager Platform SPC – BSD Global Tech Hedge Fund S.P.

Beneficiary address: 175 Bloor St East, Suite 807, South Tower, Toronto, ON M4W 3R8, Canada

**Beneficiary Transit #:** 03802 **Beneficiary a/c number:** 4794 777

#### For USD payments from outside Canada, please add the USD correspondent bank

#### **USD** correspondent bank information

Pay through: Wells Fargo Bank (FKA Wachovia Bank)

S.W.I.F.T BIC Code: PNBPUS3NNYC

**AND - Fedwire ABA:** 026005092 **OR - CHIPS UID:** 143906

#### **SEND APPLICATION TO:**

## Send this form and attachments by Fax and mail to:

The BSD Global Tech Hedge Fund S.P c/o Apex Fund Services (Canada) Ltd 175 Bloor Street East, South Tower, Suite 807 Toronto, ON M4W 3R8 Canada

Tel: +1 416 361 5049 Fax: +1 416 907 9180

This form together with cleared funds must be received by two (2) Business Days prior to a Subscription Date. If not, money will be held and accepted on the next dealing day. (1st business day of each month).

#### **Anti-Money Laundering Regulations**

As a result of anti-money laundering regulations operating in its jurisdiction, the Administrator may require documentation for applicants. This will be used for compliance with these regulations and to verify the identity of investors and will remain confidential. Please note that the Administrator reserves the right to request further documentation or information. Failure to provide such documentation or information may result in rejection of this application and/or the withholding of redemption proceeds.

#### In the case of private individuals

- a certified\* extract from a full passport (i.e. a copy of the front cover and pages showing photograph, personal details and signature, date and place of issue and serial number)
- a certified\* copy of a utility bill or bank statement as proof of address (must be less than 3 months old).
- III) a copy of a bank reference for the individual

#### In the cases of corporate applicants:

- 1) a certified\* copy of the Memorandum and Articles of Association.
- II) a certified\* copy of Certificate of Incorporation.
- III) a certified\* copy of each name change (if applicable).
- IV) Certified list of all directors and authorised signatories' names, occupations, residential and business addresses and dates of birth.
- (V) Identification as per private individuals (see above) for at least 2 directors and all persons authorised to operate on the account
- (VI) List of names, addresses, dates of birth and occupations of shareholders holding 10% or more of the share capital.
- (VII) In the case of shareholders holding 25% or more of the share capital identification as per private individual for an individual and corporate applicants for a company
- (VIII) A copy of a bank statement for the company or a bank reference

#### In the cases of Partnership applicants:

- I) a certified\* copy of Partnership Agreement.
- II) a list of all partners names with specimen signatures.
- III) a certified\* copy of Passport and utility bill for each Partner.
- IV) names and addresses of all partners and authorized officers, together with their specimen signatures and signing powers (e.g. solely, jointly etc.)

#### In the cases of Nominee applicants:

- I) Confirmation of the regulatory body and laws under which the nominee is regulated
- II) an authorized signatory list showing specimen signatures and signing powers i.e. sole, joint etc
- III) a certified\* copy of Certificate of Incorporation
- IV) Confirmation of Ownership by the parent regulated financial Institution.
- V) Confirmation of Anti-Money Laundering Procedures by the parent regulated financial Institution.

#### In the cases of Trust applicants:

- I) a certified\* copy of the Trust Deed
- II) a certified\* copy of Passport and utility bill for Trustees, Beneficiaries and Settlor.
- III) names and addresses of any individuals from the Trustee and authorized officers, together with their specimen signatures and signing powers (e.g. solely, jointly etc.)
- \* The certified documents must be certified by a professional person such as a lawyer, notary or accountant or official entity such as an embassy or government ministry.

#### REPRESENTATIONS AND WARRANTIES

The Applicant hereby acknowledges that he/she has received and carefully considered the current Private Placement Memorandum and Supplement relating to BSD Global Tech Hedge Fund S.P. (the "Fund") and that the offer of Shares is subject to the terms and conditions contained in the Private Placement Memorandum and the Supplement (the "Memorandum") and will not breach any applicable laws in his/her own jurisdiction.

# BY EXECUTION AND DELIVERY OF THIS SUBSCRIPTION AGREEMENT AND APPLICATION FORM, THE SUBSCRIBER HEREBY REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

- 1. The Subscriber has received and has read the Memorandum and will hold any Shares subject to the terms of the Memorandum, the Memorandum and Articles of Association of the Company and this Subscription Agreement.
- 2. The Subscriber, if a natural person, is 21 years of age or older.
- 3. The Subscriber is not a Non-qualified Person, is not applying for the Shares for or on behalf of any person other than a person who is not a Non-qualified Person, and has not received funds from any Non-qualified Person to purchase the Shares. For the purpose of this paragraph, Non-qualified Person shall mean
  - (i) any person who holds Shares in breach of the law or requirements of any country or governmental authority
  - (ii) any person whose ownership of Shares would cause a legal, pecuniary, regulatory, taxation or material administrative disadvantage to the Company
  - (iii) any US Person (as defined in the Memorandum).
- 4. The Subscriber shall notify the Administrator immediately in the event the Subscriber becomes aware that the Subscriber or any person for whom the Subscriber holds the Shares has become a Non-qualified Person or if any of the representations contained herein is no longer accurate and complete in all respects and the Subscriber acknowledges his Shares may be subject to compulsory redemption thereafter.
- 5. As at the time of making the investment, that the Subscriber's ordinary business or professional activity includes the buying and selling of investments, whether as principal or agent.
- 6. The Shares will be acquired for investment purposes, the Subscriber agrees not to sell or transfer the Shares or any interest therein to any Non-qualified Person, and the Subscriber will sell or transfer Shares only with the prior written consent of the Administrator.
- 7. The Subscriber acknowledges that the Shares are speculative investments which involve significant risks of loss, that the Subscriber is not dependent upon current cash return or other current return with respect to the Shares, and that redemptions, which are likely to be the only means by which the Subscriber can withdraw profits or income from the Fund, may occur only as specified in the Memorandum.

- 8. The Subscriber acknowledges that the Administrator has the right to reject this application, in whole or in part, and need not give a reason for such rejection.
- 9. The Subscriber acknowledges that it has such knowledge, expertise and experience in financial, investment and business matters (or has taken advice from professional advisers with sufficient knowledge and experience) as to be capable of evaluating the merits and risks inherent in an investment in the Shares and the method by which the assets of the Fund are held or traded and is able to bear the economic risk of loss of such investment in its entirety.
- 10. The Subscriber acknowledges that the Administrator has made available to it all documents pertaining to the transactions described in the Memorandum and has given it an opportunity to verify and to clarify any information contained in the Memorandum and such documents.
- 11. If this application is rejected by the Administrator, only the subscription payment will be refunded by the Fund, no interest accruing thereon.
- 12. The Subscriber acknowledges and accepts that no share certificates representing the Shares subscribed for will be issued.
- 13. The Subscriber confirms that, to the best of the Subscriber's knowledge and belief, the Subscriber's subscription moneys are not, in whole or in part, the proceeds of drug trafficking or any other criminal activity, nor do they represent, in whole or in part, directly or indirectly, such proceeds.
- 14. The Subscriber agrees that redemption payments will only be made by telegraphic transfer to the account of the Subscriber at the Remitting Financial Institution or to another account in the Subscriber's name.
- 15. The Administrator and the Fund are each hereby authorised and instructed to accept and execute any instructions in respect of the Shares to which this Subscription Agreement and Application Form relates given by the Subscriber in written form or by fax or scanned copy by email. If instructions are given by fax or scanned copy by email, the Subscriber undertakes to send the original letter of instructions to the Administrator and the Fund and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon fax or email instructions. The Administrator and the Fund may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
- 16. The Subscriber acknowledges that due to anti-money laundering requirements operating within the Cayman Islands, the Administrator and the Fund (as the case may be) may require further identification of the Subscriber before the Subscription Agreement and Application Form can be processed and the Administrator and the Company shall be held harmless and indemnified against any loss arising as a result of a failure to process the application if such information as has been required by the parties referred to has not been provided by the Subscriber.

- 17. The Subscriber consents to the disclosure by the Fund, the Investment Adviser and the Administrator of any information about the Subscriber to regulators and others upon request in connection with anti-money laundering and similar matters both in the Cayman Islands and other jurisdictions or as otherwise required or permitted by law.
- 18. Set forth below are the names of persons authorised by the Subscriber to give and receive instructions between the Fund (or its Administrator) and the Subscriber, together with their respective signatures. Such persons are the only persons so authorised until further written notice to the Administrator signed by one or more of such persons.

(please attach additional pages if needed)

NAME AND POSITION	SIGNATURE

19. All or any of the Share Rights whether set out in the Memorandum, this Subscription Agreement and Application Form or otherwise for the time being applicable to any class or series of Shares in issue may be varied (whether or not the Company is being wound up) in such manner as is provided for in the Articles.

20. This Subscription Agreement and Application Form shall be irrevocable and shall be governed by and construed in accordance with the laws of the Cayman Islands. The parties hereto agree to the exclusive jurisdiction of the Courts of the Cayman Islands.

## **SIGNATURE(S) OF APPLICANT(S)**

Individual signatories must be over 21 years of age. Where there are joint applicants, and there must not be more than two, each must sign. Applications from a corporation must be signed by an authorized officer or be completed otherwise in accordance with its constitution.

THE SUBSCRIBER HAS EXECUTED THIS	S APPLICATION ON
	(day/month/year)
AT(City, Country)	
(COMPLETE IN BLOCK LETTERS PLE	EASE)
Witnessed by:	) Signature(s) of Subscriber(s) or Authorised Signatories
Signature of Witness	) ) 
Name of Witness	Name(s) of Subscriber(s) in full
Address of Witness	) ) )
Names and Titles of Signatories (if applica	ble):
Registered Address of Subscriber:	Correspondence Address (if different):
Telephone No:	Telephone No:
Telefax No:	Telefax No: