

TUMUH REAL ESTATE MIDDLE EAST FUND SP
a segregated portfolio of

INSTRUCTIONS TO SUBSCRIPTION AGREEMENT
FOR NON-U.S. PERSONS

Any person desiring to become a shareholder (the “Subscriber”) of BlueSky Capital Fund SPC in respect of its segregated portfolio, Tumuh Real Estate Middle East Fund SP, (collectively the “Fund”) should:

- (a) complete and execute one copy of the attached Subscription Agreement (the “Agreement”);
- (b) submit the applicable Know Your Customer documentation set out in Schedule A; and
- (c) complete, execute and submit the applicable Cayman Islands Tax Information Authority self-certification form in Schedule C.

INFORMATION FOR SENDING DOCUMENTS AND MONIES

Completed and executed copies of the originals referred to above should be sent to the Administrator, at malta-funds@amicorp.com no later than three (3) business days before the requested Subscription Day:

BlueSky Capital Fund SPC in respect of Tumuh Real Estate Middle East Fund SP

Amicorp Fund Services Malta Limited
Level 1, Blue Harbour Business Centre
Ta' Xbiex Yacht Marina
XBX 1027 Ta' Xbiex - Malta

Email: malta-funds@amicorp.com
Attention: Manager, Investor Services

with the completed and executed originals to follow by mail or courier to the Investment Manager at the address below:

Contact email:
Attention:

For the avoidance of doubt, all references to “Fund” herein shall refer to BlueSky Capital Fund SPC in on behalf of its segregated portfolio, Tumuh Real Estate Middle East Fund SP.

The Fund will advise each Subscriber promptly of its provisional acceptance of any offer to subscribe for Participating Shares, but the Fund reserves the right to rescind its provisional acceptance if for any reason the Fund determines not to issue Participating Shares.

Payment in US dollars by bank-to-bank wire transfer in the amount of any subscription should be sent to:

Bank name: SBM Bank (Mauritius) Limited

Bank address: 6th Floor, SBM Tower, Port Louis

IBAN : MU68STCB1170000000694775000USD

SWIFT code: STCBMUMU

CIF: 00900082693

Account number: 50100000694775

Account name: BLUESKY CAPITAL FUND SPC – TUMUH REAL ESTATE MIDDLE EAST FUND SP

(Further referencing the name of the Subscriber)

IMPORTANT

1. Please have your bank identify your name on the wire transfer.
2. We recommend that your bank charge its wiring fees separately so that the amount you have elected to invest may be invested.

SUBSCRIPTION MONIES MUST BE RECEIVED IN CLEARED FUNDS IN THE FUND'S ACCOUNT BY NO LATER THAN 5:00 PM (DUBAI TIME) ON THE LAST BUSINESS DAY PRIOR TO THE APPLICABLE SUBSCRIPTION DAY.

SUBSCRIPTION AGREEMENT
FOR NON-U.S. PERSONS

Dear Sirs:

The undersigned (the "Subscriber") hereby acknowledges receipt of the Private Offering Memorandum (as amended from time to time) of BlueSky Capital Fund SPC dated July 2022, and the Private Supplemental Offering Memorandum relating to Tumuh Real Estate Middle East Fund SP dated January 2024, (as amended from time to time), (collectively defined as the "Memorandum"). BlueSky Capital Fund SPC was formed as a segregated portfolio company under the laws of the Cayman Islands. Terms not defined herein will be as defined in the Memorandum. For the avoidance of doubt, all references to "Fund" herein shall refer to BlueSky Capital Fund SPC in on behalf of its segregated portfolio, Tumuh Real Estate Middle East Fund SP.

1. Having reviewed the Memorandum, the Subscriber hereby agrees with the Fund, subject to the Fund's provisional acceptance, to subscribe for as many of the Fund's class A (collectively, the "Participating Shares"), as the case may be, as may be purchased for US \$ _____ on _____, (the "Subscription Day") at the offering price (as described in the Memorandum), subscription fee is US\$ _____ and the total subscription monies are US\$ _____ as of the opening of business on the Subscription Day.

2. The Subscriber agrees that it will make payment in the amount of its subscription in accordance with the payment instructions attached hereto in time sufficient to be received in cleared funds by the Fund by 5pm (Dubai time) on the last Business Day prior to the applicable Subscription Day, or such other day as may be determined by the Directors in their absolute discretion. If the Subscriber subscribes in a currency other than US dollars, the Subscriber will bear the costs of conversion of such currency to US dollars upon acceptance for subscription.

3. The Subscriber agrees that any Participating Shares hereby subscribed for will be held subject to the terms and conditions of the Memorandum, the Memorandum of Association and the Articles of Association of the Fund, as amended from time to time (together the "Articles of Association"), and this Subscription Agreement (this "Agreement") and recognizes that the Fund will protect and indemnify its officers, directors and other representatives against liability to the extent set forth in the Articles of Association.

4. (a) The Subscriber agrees to indemnify and hold harmless the Fund, **the Directors of the Fund** (the "Investment Manager"), the Administrator and their respective directors, members, partners, shareholders, officers, employees, agents and affiliates (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this Agreement or in any other document delivered by the Subscriber to the Fund, or from the Subscriber's assertion of its proper authorization to act.

(b) Any Indemnified Party, FATCA Indemnified Party (as defined below) or other identifiable person who is not a party to this Agreement may enforce any rights granted to it pursuant to this Agreement (in this Section 4 or elsewhere) in its own right as if it was a party to this Agreement. Except as expressly provided in the foregoing sentence, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of or notice to any person who is not a party to this Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Agreement at any time.

5. In consideration of the Fund's acceptance of the aforesaid offer and recognizing its reliance thereon, the Subscriber agrees, represents and warrants to the Fund that the Subscriber:

(a) will not transfer directly or indirectly any of the Subscriber's Participating Shares or any interest therein (including, without limitation, any right to receive dividends or other distributions) to a citizen,

resident or entity of the United States or to any other person or entity (i) unless the proposed transferee has made representations and warranties similar to those contained herein (including, without limitation, those relating to the U.S. Securities Act of 1933, as amended (the "Securities Act")), and such representations and warranties have been approved by the Fund, (ii) unless such Participating Shares are registered pursuant to the provisions of the Securities Act or an exemption from registration is available, and (iii) unless the Fund has consented to such transfer;

(b) is entering into this Agreement relying solely on the facts and terms set forth in this Agreement, the Memorandum, and the Articles of Association and it has received copies of all such documents and neither the Investment Manager nor any other person has made any representations of any kind or nature to induce the Subscriber to enter into this Agreement except as specifically set forth in such documents;

(c) is unaware of, is in no way relying on, and did not become aware of the offering of the Participating Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, in connection with the offering and sale of the Participating Shares and is not subscribing for the Participating Shares and did not become aware of the offering of the Participating Shares through or as a result of any seminar or meeting to which the Subscriber was invited by, or any solicitation of a subscription by, a person not previously known to the Subscriber in connection with investments in securities generally;

(d) has carefully reviewed the provisions in the Memorandum under the heading "Brokerage and Custody" relating to the brokerage and "soft dollar" or commission arrangements of the Fund and specifically consents to the Fund engaging in such arrangements;

(e) will not, if the Participating Shares purchased under this Agreement are being acquired by the Subscriber as nominee or custodian for another person or entity, permit the beneficial owners of such Participating Shares to transfer any beneficial interest in the Participating Shares, directly or indirectly, to any person or entity unless the representations made by the Subscriber in this Agreement will continue to be true;

(f) is acquiring the Participating Shares (or, if the Subscriber is acting as a nominee or custodian for another person or entity, by such person or entity) solely for the Subscriber's own account for investment and not with a view to distribution or resale;

(g) (i) has the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund; (ii) is aware of the risks inherent in investing in the securities and the method by which the assets of the Fund are held and/or traded, and (iii) can bear the risk of loss of its entire investment;

(h) agrees to execute properly and provide to the Fund in a timely manner any documentation or other information regarding the Subscriber that the Fund or its agents may request in writing from time to time in connection with the Fund's and its affiliates' obligations under, and compliance with, applicable laws and regulations, including without limitation, applicable tax and securities laws of the United States or any other relevant jurisdiction (these include but are not limited to: the Securities Act, the U.S. Investment Company Act of 1940, as amended (the "1940 Act"), the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act"), the U.S. Commodity Exchange Act, as amended, the U.S. Internal Revenue Code of 1986, as amended (the "Code") and the Tax Information Exchange Obligations). In this Agreement, "Tax Information Exchange Obligations" means the obligations imposed on the Fund to gather and disclose to the competent authorities information relating to investors in the Fund under (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act ("FATCA") and any guidance, or regulations relating thereto, (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard ("CRS") on the automatic exchange of financial account information), (iii) any intergovernmental agreement between the Cayman Islands (or any Cayman Islands government body) and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in

order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Agreement, and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing). By executing this Agreement, the Subscriber waives any provision under the laws and regulations of any U.S. or non-U.S. jurisdiction that would, absent a waiver, prevent or inhibit the Fund's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Subscriber from providing any requested information or documentation, or (ii) the disclosure by the Fund and its agents of the provided information or documentation to applicable regulatory authorities. In particular, but without limitation, the Subscriber agrees to provide any documentation or other information regarding itself and its beneficial owners requested by the Fund or its agents in connection with (i) the disqualification provisions under Rule 506(d) of Regulation D under the Securities Act, which may prohibit the Fund from relying on the Rule 506 offering exemption if one or more of its significant equity holders has had a disqualifying event as described in Rule 506(d); and (ii) the Tax Information Exchange Obligations as well as any legislation, rules or practices adopted pursuant to any applicable intergovernmental agreement entered into in connection with the implementation of the Tax Information Exchange Obligations;

(i) if any of the foregoing representations cease to be true, the Subscriber will promptly notify the Fund of the facts pertaining to such changed circumstances;

(j) if the Subscriber provides information and documentation that is in anyway misleading, or it fails to provide, in a timely manner, the Fund or its agents or delegates with the information and documentation as may be requested from time to time, (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax or other penalties), the Fund reserves the right (i) to take any action and/or pursue all remedies at the Fund's disposal including, without limitation, compulsory redemption of the Subscriber's Participating Shares in full or in part; and (ii) to hold back from any redemption proceeds in respect of Participating Shares so redeemed, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction; and the Subscriber shall have no claim against the Fund, or its agents or delegates, 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 Tax Information Exchange Obligations (or any other withholding or information reporting laws) or avoid any withholding. The Fund may also be required to treat the Subscriber's interest in the Fund as a reportable account in order to comply with its Tax Information Exchange Obligations;

(k) the Subscriber further agrees to notify the Fund, the Investment Manager and the Administrator immediately of any change in any of the information previously provided to the Fund, the Investment Manager or the Administrator in connection with the Fund's Tax Information Exchange Obligations. In the event of any change in the applicable status of Subscriber for purposes of the Fund's Tax Information Exchange Obligations, the Subscriber hereby agrees to promptly inform the Fund, the Investment Manager and the Administrator thereof and execute and deliver any applicable new IRS Forms or other tax-related documentation and information as necessary for the Fund to comply with its Tax Information Exchange Obligations;

(l) the Subscriber acknowledges and consents that the Fund, the Administrator and/or the Investment Manager may disclose to each other, to any regulatory body or any other service provider to the Fund or the Administrator in any jurisdiction, including those outside of the Cayman Islands, and including the Fund and the Investment Manager's Money Laundering Reporting Officer ("MLRO"), Deputy Money Laundering Reporting Officer ("DMLRO") and Anti-Money Laundering Compliance Officer ("AMLCO"), copies of the Subscriber's subscription application and any information, certifications or documentation, including of a confidential nature or in relation to the Subscriber's personal identity, provided by the Subscriber to the Fund, the Administrator and/or the Investment Manager. Any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise; and

(m) the Subscriber hereby indemnifies the Fund and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents (each a "FATCA Indemnified Party") and holds them harmless from and against any withholding and any Tax Information Exchange Obligations (or other withholding or information reporting) related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes

whatsoever which a FATCA Indemnified Party may suffer or incur as a result of any misleading or inaccurate information or documentation provided to the Fund or any action or inaction (directly or indirectly) of the Subscriber (or any related person) described in paragraphs (h) and (l) above. This indemnification shall survive the Subscriber's death or disposition of its Participating Shares in the Fund.

6. (a) In consideration of the Fund's acceptance of the aforesaid offer to become a shareholder and recognizing its reliance thereon, the Subscriber agrees, represents and warrants to the Fund that the Subscriber:

- (i) is not (or, if the Participating Shares purchased under this Agreement are being acquired by the Subscriber as nominee or custodian for another person or entity, such person or entity is not) a "U.S. Person"¹;
- (ii) is not an entity 50% or more of the beneficial interests in which are owned, directly or indirectly, by U.S. Persons;
- (iii) in the case of an entity which has less than 50% of its beneficial interest owned by U.S. Persons, was not formed for the purpose of investing in the Fund (e.g., in the case of a Subscriber which is an investment fund, the investment in the Fund does not constitute more than 40% of the Subscriber's net assets) and it will promptly notify the Fund if this is not the case;
- (iv) in the case of a trust, does not have any beneficiaries or trustees that are U.S. Persons;
- (v) will not transfer directly or indirectly any of the Subscriber's Participating Shares or any interest therein (including without limitation any right to receive distributions) to a U.S. Person or to any other person or entity unless (A) the proposed transferee has made representations and warranties similar to those contained herein (including without limitation those relating to the U.S. Securities Act of 1933, as amended (the "Securities Act")) and such representations and warranties have been approved by the Fund, (B) such Participating Shares are registered pursuant to the provisions of the Securities Act or an exemption from registration is available, and (C) the Fund has consented to such transfer;
- (vi) will not, if the Participating Shares purchased under this Agreement are being acquired by the Subscriber as nominee or custodian for another person or entity, permit the beneficial owners of such Participating Shares to transfer any beneficial interest in the Participating Shares, directly or indirectly, to any person or entity unless the representations made by the Subscriber in this Agreement will continue to be true;
- (vii) did not acquire (except as specifically authorized by the Fund) and will not transfer any of its Participating Shares within the United States of America, its territories or possessions (hereinafter collectively referred to as the "United States");
- (viii) did not engage (except as specifically authorized by the Fund) and will not engage in any activity relating to the sale of the Participating Shares of the Fund in the United States;
- (ix) is acquiring the Participating Shares solely for its own account for investment (or, if the Subscriber is acting as a nominee or custodian for another person or entity, the Participating Shares are being acquired for that person or entity) and not with a view to distribution or resale;

¹ See Schedule B attached hereto for the definition of "U.S. Person".

- (x) the Subscriber (i) has the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund; (ii) is aware of the risks inherent in investing in securities and the method by which the assets of the Fund are held and/or traded, and (iii) can bear the risk of loss of its entire investment;
- (xi) is not a member of the public in the Cayman Islands; and
- (xii) has executed this Agreement outside of the United States.

7. If the Subscriber is an entity, the person executing this Agreement for the Subscriber represents that it has the full power and authority under the Subscriber's governing instruments to do so and the Subscriber has the full power and authority under its governing instruments to acquire Participating Shares in the Fund. If the Subscriber is acting as trustee, agent, representative or nominee for another person or entity, the Subscriber understands and acknowledges that the representations, warranties and agreements made in this Agreement are made by the Subscriber (A) with respect to the Subscriber, and (B) with respect to such other person or entity. Furthermore, the Subscriber represents and agrees that (X) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (Y) the execution, delivery and performance by it of this Agreement are within its powers, have been duly authorized by all necessary action on its behalf, require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the Investment Manager) in order to make this investment, and does not contravene, or constitute a breach of or default under any provision of applicable law or governmental rule, regulation or policy statement or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon it, and (Z) this Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms.

8. If the Subscriber is an individual, the Subscriber agrees that this Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms, and the Subscriber has legal competence and capacity to execute the same.

9. Set forth below are the names of persons authorized by the Subscriber to give and receive instructions between the Fund, the Investment Manager, the Administrator, their respective agents and the Subscriber, together with their respective signatures. Such persons are the only persons so authorized until further written notice to the Fund signed by one or more of such persons:

(please attach additional pages if needed)

For Individual

Name:
Signature:

For Joint Account

Name: Signature:	Name: Signature:
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For Entity / Nominee

- Please refer to the written resolutions separately attached.
- Please refer to the below specimen signatures:

Name: Signature:	Name: Signature:
Name: Signature:	Name: Signature:

10. The Subscriber agrees that all or any funds payable to the Subscriber (including distribution proceeds) may be wire transferred to the Subscriber in accordance with the instructions indicated on the signature page (which is the same account from which the Subscriber’s investment was first remitted, unless the Investment Manager agrees otherwise), until further written notice, signed by one or more of the individuals authorized to act on behalf of the Subscriber under Section 9 above, to the Administrator.

11. The Subscriber hereby authorizes and instructs the Administrator, the Investment Manager and the Fund to accept and execute any instructions in respect of the Participating Shares to which this Agreement relates given by the Subscriber in written form by email or otherwise (other than facsimile). The Administrator, the Investment Manager 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 authorized persons.

12. The Investment Manager and the Administrator (and its delegate) reserve the right to request such evidence as is necessary to verify the identity and source of funds of a prospective investor, and the Subscriber agrees to provide any documentation requested by the Investment Manager or the Administrator (or its delegate). The Subscriber acknowledges that the Administrator and the Investment Manager shall be held harmless and indemnified against any loss arising as a result of a delay or failure to

process this application or any redemption request if any evidence required by such parties, in order to satisfy applicable anti-money laundering rules, has not been provided by the Subscriber.

13. (a) The Subscriber understands and agrees that the Fund prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control² ("OFAC"), as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure³, unless the Fund, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank⁴ (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").

(b) The Subscriber represents, warrants and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, a Prohibited Person, and (ii) to the extent the Subscriber has any beneficial owners⁵, (A) it has carried out thorough due diligence to establish the identities of such beneficial owners, (B) based on such due diligence, the Subscriber reasonably believes that no such beneficial owners are Prohibited Persons, (C) it holds the evidence of such identities and status and will maintain all such evidence for at least five years from the date of the Subscriber's complete redemption from the Fund or the Fund's dissolution, and (D) it will make available such information and any additional information that the Fund may require upon request in accordance with applicable regulations.

(c) If any of the foregoing representations, warranties or covenants ceases to be true or if the Investment Manager no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Fund may, in accordance with applicable regulations, be obligated to freeze the Subscriber's investment, either by prohibiting additional investments and/or segregating the assets constituting the investment, or the Subscriber's investment may immediately be involuntarily redeemed by the Fund, and the Fund may also be required to report such action and to disclose the Subscriber's identity to OFAC or other authority. In the event that the Fund is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Fund, the

² The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

³ Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

⁴ Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

⁵ Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Subscriber in an agent, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If the Subscriber is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

Investment Manager, the Administrator and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

14. The Subscriber acknowledges and understands that if, as a result of any information or other matter which comes to his attention, any person resident in the Cayman Islands (including the Fund, its directors, the Investment Manager and the Administrator) knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law (Revised) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher pursuant to the Terrorism Law (Revised) of the Cayman Islands if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

15. Privacy Policy/Data Protection. The Subscriber recognizes that non-public information concerning the Subscriber set forth in this Agreement or otherwise disclosed by the Subscriber to the Investment Manager, or other agents of the Fund (such as the Subscriber's name, address, social security number, assets and income) constitutes personal data within the meaning of applicable data protection legislation, namely the EU General Data Protection Regulation (Regulation 2016/679) and the Cayman Islands Data Protection Law 2017; and that further information on the Fund's data protections policies and obligations, and the Subscriber's data protection rights are set out in SCHEDULE D "Data Protection Disclosure Statement".

16. By executing this Agreement, the Subscriber specifically agrees that it will keep confidential and will not disclose to third parties (other than its tax or other financial advisors under like conditions of confidentiality) any and all information regarding the Fund including Fund performance; provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an investment in the Fund and all materials of any kind (including opinions or other tax analyses) that are provided to the Subscriber relating to such tax treatment and tax structure.

17. The Subscriber hereby acknowledges and agrees that in the event of any claim whatsoever or howsoever made by the Subscriber in connection with this Agreement (whether, without prejudice to the foregoing generality, for breach of agreement, an indemnity claim, or a claim for fees and expenses or otherwise), or otherwise, the recourse of the Subscriber shall be limited solely to the assets of the Tumuh Real Estate Middle East Fund SP and the claim of the Subscriber shall be fully satisfied by payment of such amounts as are available to be paid to the Subscriber from such assets and thereupon such claim shall be extinguished and the Subscriber shall in respect of such claim have no further recourse against any other assets of BlueSky Capital Fund SPC or its other segregated portfolios.

18. The Subscriber hereby acknowledges and agrees that the Administrator may relocate any documentation, records or other property of the Fund in the custody of the Administrator (including, without limitation, the statutory records and registers of the Fund and records verifying the identity of shareholders and transactions effected) from the Cayman Islands to another offshore jurisdiction without seeking the prior approval of any shareholder if, in the opinion of the Administrator, such relocation is necessary in order to prevent or mitigate loss or damage to such documentation, records or other property of the Fund or to enable the continuation of any of the services provided by the Administrator to the Fund.

19. Electronic Delivery of Reports and Other Communications: The Fund, the Investment Manager and/or the Administrator, acting on their behalf, will provide to you (or your designated agents) statements, reports and other communications relating to the Fund and/or your investment in the Fund, in electronic form, such as E-mail. Please note that E-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. The Administrator makes no warranties in relation to these matters. Please note that the Administrator reserves the right to intercept,

monitor and retain e-mail messages to and from its systems as permitted by applicable law. If you have any doubts about the authenticity of an email purportedly sent by the Fund, Investment Manager or the Administrator, you would be required to contact the purported sender immediately.

20. The Subscriber agrees that (a) the statements, representations, warranties or covenants made hereunder will be deemed to be reaffirmed by it at any time it purchases or otherwise acquires additional Participating Shares of the Fund and such purchase or acquisition will be evidence of such reaffirmation and (b) if any of the statements, representations, warranties or covenants made herein become untrue or inaccurate, the undersigned shall immediately notify the Fund.

21. The Subscriber has carefully reviewed the provisions in the Memorandum under the heading "Certain Risk Factors - No Separate Counsel" and specifically acknowledges that De Lima Associates Ltd. is not responsible for any acts or omissions of the Fund, the Investment Manager, the Administrator or any accountant, custodian/prime broker or other service provider to the Fund.

22. (a) This Agreement shall be binding upon the parties hereto. This Agreement shall survive the acceptance of the subscription and if the Subscriber consists of more than one person, shall be the joint and several obligation of each person.

(b) If any provision hereof shall be found invalid or unenforceable under any applicable law, it shall be deemed inoperable to that extent and its invalidity or in-operability shall not affect any other provision hereof.

23. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Cayman Islands over any claim or matter arising under or in connection with this Agreement.

[Remainder of this Page Intentionally Left Blank]

SIGNATURE PAGE FOR SUBSCRIBERS THAT ARE INDIVIDUALS

The parties hereto hereby execute this Agreement as of this ____ day of _____, 2022.

BlueSky Capital Fund SPC on behalf of its segregated portfolio, Tumuh Real Estate Middle East Fund SP

PLEASE PROVIDE THE BANK ACCOUNT WIRE INFORMATION FROM WHICH THE INVESTMENT IS REMITTED AND TO WHERE FUTURE DISTRIBUTIONS FROM THE FUND TO THE SUBSCRIBER SHALL BE REMITTED:

By: _____

Title: Director

SUBSCRIBER:

Name of Bank: _____

For Credit to:

Signature: _____

SWIFT Code: _____

Account Name: _____

Account Number: _____

Correspondent Bank Name: _____

Correspondent Bank Branch: _____

Correspondent Bank SWIFT Code: _____

Registration Address of Subscriber:
(P.O. Boxes are not accepted)

Wire confirmation for subscriptions must match the information provided above. The account must be held in the name of the Subscriber. No third-party payments will be accepted.

Mailing Address of Subscriber (if: different):

Source of funds/nature of business:

Telephone number(s):

Email address:

Dividend to be received in: Class A Shares only
(Please tick one box only.) Cash / wire transfer

Nationality & Date of Birth

SIGNATURE PAGE FOR SUBSCRIBERS THAT ARE ENTITIES

The parties hereto hereby execute this Agreement as of this ____ day of _____, 2022.

BlueSky Capital Fund SPC on behalf of
its segregated portfolio, Tumuh Real
Estate Middle East Fund SP

**PLEASE PROVIDE THE BANK ACCOUNT
WIRE INFORMATION FROM WHICH THE
INVESTMENT IS REMITTED AND TO WHERE
FUTURE DISTRIBUTIONS FROM THE
FUND TO THE SUBSCRIBER
SHALL BE REMITTED:**

By: _____

Title: Director

SUBSCRIBER:

Name of Bank: _____

Form of Organization: (check one)

- Partnership Corporation Limited
Liability Company Trust
 Other (describe):

For Credit to:

Registration Address of Subscriber (P.O.
Boxes are not accepted):

SWIFT Code: _____

Account Name: _____

Account Number: _____

Mailing Address of Subscriber (if
different):

Correspondent Bank
Name: _____

Correspondent Bank
Branch: _____

Telephone number(s):

Correspondent Bank SWIFT
Code: _____

Email address:

Wire confirmation for subscriptions must match the
information provided above. The account must be held
in the name of the Subscriber. No third-party payments
will be accepted

Incorporation Place & Incorporation Date

Source of funds/nature of business:

CI no. or Registration no.

Contact person(s)

Dividend to be Class A Shares only
Received in:
(Please tick one box Cash via wire transfer
only.)

Schedule A
Anti-Money Laundering supplement document checklist

**LIST OF VALID KYC DOCUMENTS
ACCEPTED BY AMICORP FUND SERVICES FOR
VARIOUS TYPE OF ENTITIES, AND INDIVIDUALS**



<u>PARTNERSHIP / LLC</u>	<u>15</u>
<u>CORPORATE ENTITIES / FINANCIAL INSTITUTION</u>	<u>16</u>
<u>FINANCIAL INSTITUTION (CUSTODIAN / NOMINEE)</u>	<u>17</u>
<u>INSTITUTIONAL INVESTOR (INVESTMENT FUND/ COLLECTIVE INVESTMENT SCHEME)</u>	<u>18</u>
<u>TRUST</u>	<u>19</u>
<u>PRIVATE FOUNDATION</u>	<u>20</u>
<u>INDIVIDUALS</u>	<u>21</u>
<u>APPENDIX 1 - SOURCE OF FUND DECLARATION</u>	<u>22</u>

*** Definition of Ultimate Beneficial Owner (UBO)**

Ultimate beneficial owner (UBO) means the natural person who ultimately owns or controls the customer or on whose behalf a transaction or activity is being conducted and includes but is not restricted to:

- a) In the case of a legal person other than a company whose securities are listed on a recognized stock exchange, a natural person who ultimately owns or controls, whether through direct or indirect ownership or control, 10% or more of the shares or voting rights in the legal person;
- b) In the case of any legal person, a natural person who otherwise exercises ultimate effective control over the management of the legal person; or
- c) In the case of a legal arrangement, the trustee or other person who exercises ultimate effective control over the legal arrangement.

Certification of KYC documents could be done by any one below:

- An Amicorp employee (in his / her physical presence)
- Professionals such as solicitors / lawyers / notary public / accountants
- Regulated persons such as any individual / entity licensed OR approved by the government / financial regulator of an approved jurisdiction
- Embassy / consular staff / police officers of the country of citizenship of the investor, and
- Internationally known / reputable accounting or law firm.

PARTNERSHIP/ LLC**VALID KYC DOCUMENTS****ADDITIONAL DOCUMENTS REQUIRED FOR ENHANCED DUE DILIGENCE**

1	Certified True Copy of Partnership Agreement / Operating Agreement for LLC.		1	Certified Identity and KYC documents of partnership holding 10% or more or up to listed company level or UBO* (if any under category a).	
2	Dated Authorized Signatory List with specimen signatures.		2	Certified Identity and KYC documents of the General Partner.	
3	Certified True Copy of Proof of Registered Office address (not older than 3 months).				
4	Structure Chart dated and signed by General Partner up to and including individual UBO level.				
5	Certified Identity and Address proof of the UBO* (if any under category b or c).				
6	Source of Wealth and Fund Declaration				
7	SWIFT Message (MT103) / its equivalent				

Please tick the provided documents:

CORPORATE ENTITIES / FINANCIAL INSTITUTION

VALID KYC DOCUMENTS			ADDITIONAL DOCUMENTS REQUIRED FOR ENHANCED DUE DILIGENCE		
1	Certified True Copy of Certificate of Incorporation.		1	Certified Identity and KYC documents of shareholders holding 10% or more or up to listed company level or UBO* (if any under category a).	
2	Certified True Copy of Register of Members / Shareholders.		2	Certified Identity and KYC documents of all directors, including individual and non - individual.	
3	Certified True Copy of Register of Directors.				
4	Certified True Copy of Memorandum and Articles of Association.				
6	Dated Authorized Signatory List with specimen signatures.				
7	Certified True Copy of Proof of Registered Office address (not older than 3 months).				
8	Structure Chart dated and signed by directors and including up to individual UBO level.				
9	Certified Identity and Address proof of the UBO* (if any under category b or c).				
10	Source of Wealth and Fund Declaration				
11	SWIFT Message (MT103) / its equivalent.				

Please tick the provided documents:

FINANCIAL INSTITUTION (CUSTODIAN / NOMINEE)

VALID KYC DOCUMENTS		ADDITIONAL DOCUMENTS REQUIRED FOR ENHANCED DUE DILIGENCE		
1	Certified True Copy of Certificate of Incorporation.			N/A
2	Certified True Copy of Memorandum and Articles of Association.			
3	Dated Authorized Signatory List with specimen signatures.			
4	Certified True Copy of Proof of Registered Office address (not older than 3 months).			
5	Source of Wealth and Fund Declaration			
6	SWIFT Message (MT103) / its equivalent.			
7	AML comfort letter from the Custodian / Nominee stating that they perform KYC due diligence on their Underlying clients.			

Please tick the provided documents:

INSTITUTIONAL INVESTOR (Investment Fund/ Collective Investment Scheme)

VALID KYC DOCUMENTS FOR SIMPLIFIED DUE DILIGENCE			ADDITIONAL DOCUMENTS REQUIRED FOR ENHANCED DUE DILIGENCE		
1	Certified True Copy of Certificate of Incorporation.			1	Certified Investors holding with name and address for all investors.
2	Certified True Copy of Register of Members / Shareholders (having management / voting shares).			2	Certified Identity and KYC documents of investment holding 10% or more or up to listed company level or UBO* (if any under category a).
3	Certified True Copy of Register of Directors.			3	Certified Identity and KYC documents of all directors, including individual and non-individual.
4	Certified True Copy of Memorandum and Articles of Association.				
5	Dated Authorized Signatory List with specimen signatures.				
6	Certified True Copy of Proof of Registered Office address (not older than 3 months).				
7	Dated and signed Structure Chart up to fund level along with the Fund PPM.				
8	Certified Identity and KYC documents of all controlling person of Investor.				
9	Source of Wealth and Fund Declaration				
10	AML comfort letter from Administrator (mandatory if admin is appointed) / Fund Director/ General Partner.				
11	SWIFT Message (MT103) / its equivalent.				

Please tick the provided documents:

TRUST					
VALID KYC DOCUMENTS			ADDITIONAL DOCUMENTS REQUIRED FOR ENHANCED DUE DILIGENCE		
1	Trustee Undertaking Letter		1	Certified Trustee's license / Registered address proof.	
2	Certified Trust Deed.		2	Certified Identity and KYC documents of the individual trustee.	
3	Identity and Address proof of the Settlor/ Primary Beneficiary (UBO)*.		3	List of Directors of the Trustee, if any	
4	Dated Authorized Signatory List with specimen signatures of the trustee.		4	Certified Identity and KYC documents of all directors, including individual and non - individual of the Trustee.	
5	Certified Identity and KYC documents of all controlling person of Investor.		5	Certified Identity and KYC documents of the Beneficiaries, Protector	
6	SWIFT Message (MT103) / its equivalent.				
7	Source of Wealth and Fund Declaration.				

Please tick the provided documents:

PRIVATE FOUNDATION					
VALID KYC DOCUMENTS			ADDITIONAL DOCUMENTS REQUIRED FOR ENHANCED DUE DILIGENCE		
1	Foundation Charter.		1	Certified Foundation legal documents such as Articles of Incorporation / Bylaws / Membership committee charter / Organizational meeting of board.	
2	Certified Regulations of the Foundation.				
3	Identity and Address proof of the Founder.				
4	Identity and KYC documents of all Council Members.				
5	Dated Authorized Signatory List with specimen signatures.				
6	Source of Wealth and Fund Declaration				
7	Certified Identity and KYC documents of all controlling person of Investor.				
8	SWIFT Message (MT103) / its equivalent.				

Please tick the provided documents:

INDIVIDUALS

	VALID KYC DOCUMENTS	IDENTITY PROOF	ADDRESS PROOF
1	Certified True Copy of Identity and Signature Verification (Anyone from below) <ul style="list-style-type: none"> • Passport • National ID Card • Driver's License (with photograph) 	Yes Yes Yes	Yes * Yes * Yes *
	<i>* Can be older than three months provided document is not expired and address still valid.</i>		
2	Certified True Copy of Residential Address Verification not older than 3 months (any one from below) <ul style="list-style-type: none"> • Utility bill (Electricity / Gas / Water/ Telephone) • Bank statement / Statement issued by a regulated Financial Institutions • Correspondence from local government / tax authority • Motor / Insurance Certificates 	No No No No	Yes Yes Yes Yes
3	SWIFT Message (MT103) / its equivalent	-	-
4	Source of Fund Declaration	-	-

APPENDIX 1 - SOURCE OF FUND DECLARATION

Full Name of the Investor:

Origin of the Subscription Money: (Please check the appropriate source(s))

- Salary / Employment
 Investments
 Business Activities
 Inheritance & Gifts
 Others

SALARY / EMPLOYMENT

1	Name of the Employer	
2	Designation of employment	
3	Annual salary	
4	Place of employment	
5	Nature of business of the employer	
6	Tenure of employment	
7	Employers Website, if any	

BUSINESS ACTIVITIES

1	Name of the Entity	
2	Registered address	
3	Business address (if different from above)	
4	Nature of business	
5	Position Held by investor	
6	Annual turnover	
7	Tenure of the business	
8	Entity Website, if any	

INVESTMENTS

1	Sale of property (with address of property, date of sale and value of sold property)	
2	Sale of shares (Name of Company/ies and registered address of the company, with value of shares sold and date of sale)	
3	Loan (Name of the lender and address, with amount, date and purpose of loan also name and address of lender)	

4	Company sale (Name of Company/ies and registered address of the company, with details of total sale price, nature of business, date of sale and receipt of funds)	
5	Company profits/Dividends (Name of Company/ies and registered address of the company, with details of total amount, nature of business, date of receipt of funds)	

INHERITANCE & GIFTS

1	Name of Deceased/ Donor	
2	Relationship with the Deceased / Donor	
3	Cash received	
4	Non-cash received	
5	Place of origin of wealth	
6	Date of transfer of wealth	

OTHER (PLEASE SPECIFY WITH SUPPORTING DOCUMENTS)

--	--	--

DECLARATION

I am not involved in any criminal, money laundering or illegal activities and confirm that the above provided information is true to the best of my knowledge. I also confirm that the funds are free from any of the claims & debts and oblige to provide any other information in future upon request.

Signature:

Full Name of the Investor:

Date / Location:

SCHEDULE B

DEFINITION OF U.S. PERSON Rule 902 of the U.S. Securities Act of 1933

- (1) "U.S. Person" means:
- (i) any natural person resident in the United States;
 - (ii) any partnership or corporation organized or incorporated under the laws of the United States;
 - (iii) any estate of which any executor or administrator is a U.S. Person;
 - (iv) any trust of which any trustee is a U.S. Person;
 - (v) any agency or branch of a non-U.S. entity located in the United States;
 - (vi) 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;
 - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
 - (viii) any partnership or corporation if:
 - (A) organized or incorporated under the laws of any non-U.S. jurisdiction; and
 - (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.
- (2) Notwithstanding (1) above, 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 organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person".
- (3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed 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 non-U.S. law.
- (4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed 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.
- (5) Notwithstanding (1) above, 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 shall not be deemed a U.S. Person.
- (6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United

States shall not be deemed a "U.S. Person" 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.
- (7) 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 organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons".

SCHEDULE C

CAYMAN ISLANDS TAX INFORMATION AUTHORITY SELF-CERTIFICATION FORMS FOR INDIVIDUALS AND ENTITIES

Individual Self-Certification

Instructions for completion

*We are obliged under the Tax Information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively **AEOI**), to collect certain information about each account holder's tax status. 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 the relevant Cayman Islands Regulations, Guidance Notes or international agreements.*

If any of the information below regarding your tax residence or 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.

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
---------------------	----------------------------	----------------------------

Permanent Residence 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
-----------------------	-----------	---------

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 form is, to the best of my knowledge and belief, accurate and complete. I 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 hereby consent to the recipient sharing this information with the relevant tax information authorities.

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

Signature: _____

Date: (dd/mm/yyyy): _____

Entity Self-Certification

Instructions for completion

*We are obliged under the Tax Information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively **AEOI**), to collect certain information about each account holder's tax status. 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 the relevant Cayman Islands Regulations, Guidance Notes or international agreements.*

If any of the information below regarding your tax residence or 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/Organization
-------------------------------	---------------------------------------

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 exemption⁶ _____.

If the entity is not a U.S. person, please also 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. Tax Resident*

3.1 If the entity is a **Registered 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**, please tick one of the below reasons:

- (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: _____
- ii. its Sponsor has obtained a Sponsored Entity GIIN on its behalf. The Entity is a Trustee Documented Trust. Please provide the Sponsoring Entity's name and GIIN.
Sponsoring Entity's Name: _____
Sponsoring Entity's GIIN: _____
Sponsored Entity's GIIN: _____
- (b) The Entity is a Trustee Documented Trust. Please provide your 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: _____

⁶ 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.

- (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**⁷ Indicate status: _____
- (b) The Entity is an **Active Non-Financial Foreign Entity**⁸ (including an Excepted NFFE)
- (c) If the Entity is a **Direct Reporting NFFE**⁹, please provide the Entity's GIIN: _____
- (d) If the Entity is a **Sponsored Direct Reporting NFFE**¹⁰, 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**.¹¹

If you have ticked 3.3(e) (Passive Non-Financial Foreign Entity), please complete either i. OR ii. below

- i. Indicate the full name, address and tax reference type and number of any *Substantial U.S. Owners*.

*If the Entity has chosen to use the definition of 'Substantial U.S. Owner' from the U.S. Treasury Regulations in lieu of the definition of 'Controlling Person' as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners.*¹²

Note: The decision to utilize the definition of 'Substantial U.S. Owner' in lieu of Controlling Person is only permitted with respect to PART II: US IGA.

Full Name	Full residence address	Tax reference type and number

OR

- ii. Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Exhibit B then please complete the followings:

Please indicate the name of any *Controlling Person(s)*¹³:

⁷ "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.I 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

⁸ See definition of *Active Non-Financial Foreign Entity* in Exhibit A

⁹ See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

¹⁰ See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

¹¹ See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

¹² See definition of *Substantial U.S. Owner(s)* in Exhibit A

¹³ See definition of *Controlling Person(s)* in Exhibit A

Full Name of any Controlling Person(s)

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

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 country please detail all countries and associated tax reference number type and number).

For the purpose of the Common Reporting Standard (CRS), all matters in connection with residence are determined in accordance with the CRS and its Commentaries.

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:

Section 5: CRS Classification

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

5.1 If the entity is a *Financial Institution*¹⁴, please tick this box and specify the type of Financial Institution in (a), (b) or (c) below¹⁵.

- (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 Jurisdiction¹⁶ 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

¹⁴ See definition of *Financial Institution* in Exhibit B.

¹⁵ 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 the Cayman Islands CRS regime must be used.

¹⁶ See definition of *Non-Participating Jurisdiction* in Exhibit B.

- 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 resident in a Non-Participating Jurisdiction below:

- (i) **Investment Entity managed by another Financial Institution¹⁷ 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 and managed by another Financial Institution (other than i. above).**

Note: If you are either:

- (a) **a widely-held, regulated Collective Investment Vehicle (CIV) established as a trust; OR**

- (b) **a pension fund established as a trust,**

you may apply the Controlling Persons test of a legal person as per the Controlling Person definition in Exhibit B, and where simplified due diligence procedures are permitted to be applied by the Financial Institution under the applicable AML regime¹⁸ in relation to the Account Holder and its Controlling Persons, no further information is required.

¹⁷ 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.

¹⁸ Please contact the Financial Institution to confirm whether simplified due diligence procedures under the Cayman Islands AML regime may apply to you as an Account Holder (e.g. by being a regulated pension fund in an approved jurisdiction).

If you have ticked this box 5.1(c) ii, and neither of the exemptions under (a) and (b) above applies, please indicate the name of the **Controlling Person(s)** in the table below.

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

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

- (iii) Other Investment Entity (other than i. or ii. above); OR
- (iv) Other Financial Institution, including a Depository Financial 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 Foreign Entity¹⁹. Indicate qualifying criteria (see Exhibit B): _____

5.3 If the entity is a *Passive Non-Financial Entity* please tick this box.²⁰
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 persons

¹⁹ See definition of *Active Non-Financial Entity* in Exhibit B.

²⁰ Please see the definition of *Passive Non-Financial Entity* in Exhibit B.

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

Authorised Signature: _____

Authorised Signature: _____

Position/Title: _____

Position/Title: _____

Date: (dd/mm/yyyy): _____

Date: (dd/mm/yyyy): _____

PART IV: Controlling Persons
(Please complete for each Controlling 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 8.2)

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 birth²¹ (dd/mm/yyyy)

6.5 Place of birth²²

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** _____

²¹ The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

²² 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 – Country 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 country indicated; and,
- (iii) if the Controlling Person is a tax resident in a country 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 countries, please use a separate sheet

	Country/countries 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:

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

Controlling Person Declaration and Undertakings

- I acknowledge that the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which I/the Controlling Person may be tax resident pursuant to international agreements to exchange financial account information.
- I certify that 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.
- **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 1 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: _____

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;
- (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, labor 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 persons²³:

- (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 interest²⁴ 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,

²³ 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.

²⁴ 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%).

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.

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

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 persons²⁵:

- (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 interest²⁶ 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

²⁵ 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.

²⁶ 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. 10%).

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.

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 D

DATA PROTECTION DISCLOSURE STATEMENT (“DPDS”)

This DPDS outlines our data protection obligations and your data protection rights as they relate to your investment in the Fund under the EU data protection regime introduced by the General Data Protection Regulation (Regulation 2016/679) (“GDPR”) and the Cayman Islands Data Protection Law 2017 (which came into effect on 30 September 2019) (together, the “Data Protection Legislation”).

In this DPDS, “we”, “us” and “our” refer to the Fund and its affiliates and delegates, including the Investment Manager.

Your personal data

You understand that by virtue of making an investment in the Fund and your associated interactions with us (including this application, and including the recording of electronic communications or phone calls where applicable) or by virtue of you otherwise providing us with personal information on individuals connected with you as a Subscriber (for example directors, trustees, employees, representatives, shareholders, limited partners, investors, clients, beneficial owners or agents), you will provide us with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation. This includes, but is not restricted to, data such as your name, residential address, email address, place of birth, date of birth, bank account details, copies of passports and/or utility bills and details relating to your investment activity.

In our use of this personal data, we will be characterised as a “data controller” under the Data Protection Legislation. Our affiliates and delegates may act as “data processors” under the Data Protection Legislation.

Why we may use your personal data

You understand that we may collect, store and use this data for lawful purposes including, in particular: (i) where this is necessary for the performance of the Subscription Agreement to purchase shares in the Fund; (ii) where this is necessary for compliance with a legal obligation to which we are subject (such as the anti-money laundering obligation to verify the identity of our customers and, if applicable their beneficial owners) and retain copies of materials in respect thereof for five years after the relationship terminates); and/or (iii) where this is necessary for the purposes of the legitimate interests of us or a third party and such legitimate interests are not overridden by your interests, fundamental rights or freedoms.

It is noted that the Data Protection Legislation states that the use of personal data for direct marketing purposes (that is, providing you with information on products and services that may be of interest) may be regarded as being for the purposes of a legitimate interest. Analysing personal data for quality control, business and statistical analysis, tracking fees and costs, training and related purposes are also legitimate interests for us using your personal data.

Accordingly, you understand and agree that we may use your personal data for such purposes as described in this DPDS, provided that we are acting in a fair, transparent and accountable manner and have taken appropriate steps to prevent such activity having any unwarranted impact on you and also noting your right to object to such use, as discussed in this DPDS.

Given the specific purposes for which we envisage using your personal data, under the provisions of the Data Protection Legislation, we do not anticipate being required to obtain your consent to do so. Should we wish to use your personal data for other specific purposes that require your consent, we will contact you to request your consent for such usage.

Why we may transmit your personal data

You understand that in certain circumstances we and/or our authorised affiliates and/or delegates may be legally obliged to share your data and other financial information with respect to your shares in the Fund with the a regulator or governmental body and they, in turn, may exchange this information with local and foreign tax authorities.

In the first instance, we anticipate disclosing your personal data to the following third parties who provide services to the Fund, namely, the Fund's Administrator, the Investment Manager, attorneys, and accountants in furtherance of the Fund's business and to other service providers such as brokers, the MLRO, DMLRO and AMLCO, who may have a need for the Information in connection with providing services to the Fund, (ii) to third party service providers or financial institutions who may be providing marketing services to the Fund provided that such persons must agree to protect the confidentiality of the Information and use the Information only for the purposes of providing services to the Fund and (iii) as otherwise required or permitted by law.

The data protection measures we take

Any transmission of your personal data by us or our duly authorised affiliates and/or delegates shall be in accordance with the conditions in the Data Protection Legislation.

We and our duly authorised affiliates and/or delegates shall apply appropriate information security measures designed to protect data in our/our affiliates and/or delegates' possession from unauthorised access by third parties or any form of computer corruption.

We shall notify you of any personal data breach affecting you that is likely to result in a high risk to your interests, fundamental rights or freedoms.

Your data protection rights

You understand that you have certain rights regarding our use of this personal data such as (but not limited to):

- the right to access your personal data (in an easily readable form);
- the right to examine and correct your personal data;
- the right to restrict the use of your personal data;
- the right to withdraw any consent given to the processing of your personal data (where applicable);
- the right to receive information regarding any entities we disclose your personal data to; the right to lodge a complaint with the relevant.

You also have the right to object to the processing of your personal data where we have considered this to be necessary for the purposes of our legitimate interests.

Please note that the right for your personal data to be erased (the "right to be forgotten") that applies in some contexts under the Data Protection Legislation is not likely to be applicable to most, if not all, of the personal data you provide to us, given the specific nature of the purposes for which we use the personal data, as described in this DPDS.

Our retention of your personal data

We or our duly authorised delegates may retain your personal data for a period of up to five years following your disinvestment from the Fund.

Getting in touch

As we do not process personal data on a large scale, we are not required to designate a data protection officer. However, should you have any queries or wish to discuss your data protection rights with us, please contact the Administrator:

Email: malta-funds@amicorp.com

Attention: Manager, Investor Services

SCHEDULE E

ADDITIONAL SUBSCRIPTION FORM

BlueSky Capital Fund SPC on behalf of its segregated portfolio, Tumuh Real Estate Middle East Fund SP

Additional Subscriptions by Existing Investor

(Non-US Person)

The Additional Subscription Notice must be completed in full. Once completed, the Additional Subscription Notice should be sent by email to:

Email: malta-funds@amicorp.com
Attention: Manager, Investor Services

The undersigned investor, _____ (Investor/Entity Name) wishes to purchase additional Shares in BlueSky Capital Fund SPC on behalf of its segregated portfolio, Tumuh Real Estate Middle East Fund SP. As part of the additional contribution process, the undersigned investor hereby represents that the representations and warranties contained in the original Subscription Agreement remain true and valid as of the date hereof. Additional contribution funds must be submitted by wire in accordance with the instructions set forth in the original Subscription Agreement.

Participating Shares being subscribed for:

Class A Shares

Additional Subscription amount:
(The minimum subsequent investment in the Fund is US\$10,000)

US\$ _____

Subscription Fee:
The subscription fee is up to 5 per cent of the subscription amount.

US\$ _____

Total subscription monies:

US\$ _____

Signature of Investor _____

Name _____

Title _____

Date ____/____/____