

**SUBSCRIPTION AGREEMENT RELATING TO LIMITED PARTNERSHIP INTERESTS IN  
CVC CAPITAL PARTNERS VII**

**PROCEDURE FOR COMPLETION AND SUBMISSION OF THE SUBSCRIPTION AGREEMENT**

1. Submit a **draft** of the Subscription Agreement to [List-CVCVIIsubdocs@stblaw.com](mailto:List-CVCVIIsubdocs@stblaw.com) for review by Simpson Thacher & Bartlett LLP at least **ten** business days before the date of the Closing at which the Applicant wishes to be admitted to the Partnership.
2. Incorporate any comments on the draft, then send the Subscription Agreement in executed form (**dated on page 46 as of the date of its execution**) to [List-CVCVIIsubdocs@stblaw.com](mailto:List-CVCVIIsubdocs@stblaw.com), together with the following:
  - (i) if the Applicant is not a natural person, documentation evidencing the authority of its signatories to sign the Subscription Agreement on its behalf (e.g. minutes or resolutions approving the investment in the Partnership and authorisation of persons to sign on behalf of the Applicant); and
  - (ii) if the Applicant intends to appoint its own process agent(s) in Jersey and/or England and Wales pursuant to sections 2.29 and 2.30 of the Subscription Agreement, documentary evidence confirming that such appointment has been accepted by such process agent(s).
3. Submit complete and correct versions of all required tax documentation through the CVC Remediation Portal, which has been implemented by CVC to electronically collect and validate tax forms. Applicants are requested to register for electronic submission of such forms with CVC. After you have registered, please monitor your inbox for an email sent on behalf of [cvcforms.com](http://cvcforms.com), which will include additional information about this process.
4. Following confirmation that the Subscription Agreement has been submitted in a form that can be accepted by the General Partner, send the originals by courier to: CVC Capital Partners VII Limited, FAO: Kate Edwards, 1 Waverly Place, Union Street, St Helier, Jersey, JE1 1SG.

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**Customer due diligence requirements**

To comply with its obligations under applicable anti-money laundering, anti-financial crime and countering terrorist financing laws and related laws, rules and regulations, the General Partner will also require each Applicant to provide additional documentation in accordance with its customer due diligence requirements set out in Appendix D. The General Partner and/or Saltgate Limited (the “**Administrator**”) will contact the Applicant separately with regard to such requirements and any additional documentation required to be provided. Any documentation so provided may be shared with the general partner(s)/manager(s) and/or administrator(s) of any other CVC Fund (including for these purposes any feeder vehicles investing therein) in which the Applicant has invested or proposes to invest for the purposes of complying with such laws, rules and regulations.

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**Queries**

If you have any queries concerning the completion of the Subscription Agreement, please contact [List-CVCVIIsubdocs@stblaw.com](mailto:List-CVCVIIsubdocs@stblaw.com)

## CONTENTS OF THE SUBSCRIPTION AGREEMENT

The Subscription Agreement comprises seven Sections and six Appendices. The following table can be used as a guide in reviewing and completing the Sections and Appendices of the Subscription Agreement applicable to the Applicant.

Section or Appendix	Title	Pages	Note
1	Particulars of Investor and General Provisions	1-8	To be reviewed and completed by each Applicant.
2A	Specific Representations	9-20	To be reviewed and completed by each Applicant.
2B	Specific Representations for U.S. Persons	21-24	To be completed by Applicants who are a <u>U.S. person</u> under Regulation S of the Securities Act. <sup>1</sup>
3	General Acknowledgements and Undertakings	25-30	To be reviewed by each Applicant.
4	General Representations and Warranties	31-41	To be reviewed by each Applicant.
5	U.S. Federal Income Tax Representations for U.S. Persons	42	To be reviewed by Applicants who are a <u>U.S. person</u> for U.S. federal income tax purposes. <sup>2</sup>
6	U.S. Federal Securities Law Representations for U.S. Persons	43	To be reviewed by Applicants who are a <u>U.S. person</u> under Regulation S of the Securities Act.
7	U.S. Federal Securities Law Representations for Non-U.S. Persons	44-45	To be reviewed by Applicants who are <u>not</u> a <u>U.S. person</u> under Regulation S of the Securities Act.
<b><u>Execution Pages</u></b>	Applicant's Execution Page and General Partner's Acceptance Page	46-48	Each Applicant <u>must date</u> the Subscription Agreement as of the date of its execution on page 46.  Applicants who <u>are</u> natural persons must execute the Subscription Agreement on page 46.  Applicants who are <u>not</u> natural persons must execute the Subscription Agreement on page 47.  The execution of the Subscription Agreement by the Applicant <u>must be witnessed</u> and details of the witness provided on page 46 or 47 (as applicable).  The General Partner's Acceptance Page to be duly executed by an authorised person of the General Partner on behalf of the Partnership.
A	Certain U.S. Securities Related Definitions	49-54	To be reviewed by each Applicant.

<sup>1</sup> As referenced in this table, the definition of a "U.S. person" under Regulation S of the Securities Act is set forth in Part C of Appendix A hereto.

<sup>2</sup> The definition of a "U.S. person" for U.S. federal income tax purposes is set forth in Section 5 of this Subscription Agreement.

<b>B</b>	Privacy Notice	55-57	To be reviewed by each Applicant that is a natural person or an “alter ego” of a natural person (e.g., a revocable grantor trust, an individual retirement account or an estate planning vehicle).
<b>C</b>	U.S. Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E, W-8ECI, W-8EXP and W-8IMY	58-60	<p>Each Applicant which is a “<u>U.S. person</u>” for U.S. federal income tax purposes (and each beneficial owner of any amounts paid or allocated to the Applicant for U.S. federal income tax purposes that is a U.S. person) should complete, sign and date U.S. Internal Revenue Service Form W-9 in accordance with the instructions to that form. Such completed and signed U.S. Internal Revenue Service Form W-9 should be submitted through the CVC Remediation Portal.</p> <p>Each Applicant which is <u>not</u> a “<u>U.S. person</u>” for U.S. federal income tax purposes should complete, sign and date the applicable U.S. Internal Revenue Service Form W-8 in accordance with the instructions to that form. Such completed and signed U.S. Internal Revenue Service Form W-8 should be submitted through the CVC Remediation Portal.</p> <p>Each Applicant (whether or not it is a “U.S. Person” for U.S. federal income tax purposes) should complete, sign and date the applicable CRS Self-Certification Form in accordance with the instructions to that form. Such completed and signed CRS Self-Certification Form should be submitted through the CVC Remediation Portal.</p>
<b>D</b>	Customer Due Diligence (“CDD”) Form	61-62	To be completed by each Applicant. Once the completed Subscription Agreement has been received a representative of the Administrator will be in contact in order to discuss the specific information which will be required in order to satisfy the CDD requirements. Such completed and signed CDD Form should be delivered with the executed Subscription Agreement.
<b>E</b>	CDD Consent Form Relating to CDD Information	63-66	To be completed by Applicants who have invested in any other CVC fund(s) and agree to the sharing of relevant information collected in respect of such other CVC fund(s) with the General Partner and other relevant members of the CVC Group for the purposes of assisting the General Partner and/or the Fund’s administrator(s) in satisfying CDD and anti-money laundering requirements with respect to the Partnership.
<b>F</b>	Consent to Electronic Delivery of U.S. Internal Revenue Service Schedule K-1 and Disclosure Statement	67-71	To be reviewed and completed by each Applicant.

## CVC CAPITAL PARTNERS VII

Please complete the Subscription Agreement which, if accepted by CVC Capital Partners VII Limited (or any successor to CVC Capital Partners VII Limited as the general partner of the Partnership (as defined below)) (the “**General Partner**”), will result in the Applicant (as defined below) becoming a party to the Partnership Agreement (as defined below) thereby enabling the Applicant to be admitted as a limited partner in the Partnership pursuant to the Partnership Agreement.

In this Subscription Agreement, a reference to the “**Partnership**” means CVC Capital Partners VII (A) L.P. and/or any further limited partnership or other parallel investment vehicle having substantially similar terms and forming part of the fund known as “CVC Capital Partners VII” and the Applicant is applying to be admitted by the General Partner as a limited partner in such partnership pursuant to this Subscription Agreement.

Unless otherwise defined in the Subscription Agreement or where the context otherwise requires, defined terms and expressions used in the Subscription Agreement shall have the meanings ascribed to them in the Partnership Agreement (as defined in paragraph 1.2 of this Subscription Agreement) and the interpretation provisions set out in clauses 1.2 to 1.15 of the Partnership Agreement shall apply equally in respect of this Subscription Agreement, where applicable.

### MINIMUM COMMITMENTS

Commitments must be for a minimum of Euro 20 million, unless the General Partner in its sole and absolute discretion agrees to a lower Commitment.

**CVC CAPITAL PARTNERS VII**

**SUBSCRIPTION AGREEMENT**

This Subscription Agreement is comprised of seven Sections and six Appendices. The Applicant is requested to follow the instructions set out above and to complete and/or review the applicable Sections/ Appendices of this Subscription Agreement accordingly.

**SECTION 1: PARTICULARS OF INVESTOR AND GENERAL PROVISIONS**

**Full Legal Name (the "Applicant", "we", "our", or "us")**

Commonwealth of Pennsylvania State Employees' Retirement System  
.....

**Total Commitment<sup>1</sup>**

EUR€ 94,000,000  
.....

**Registered Address for Formal Notice**

30 N. Third Street, Suite 150  
.....

Harrisburg, PA  
.....

17101-1716  
.....

**Is the Applicant a 'U.S. person'<sup>2</sup>?**

Yes  No

**Is the Applicant a 'non-United States person'<sup>3</sup>?**

Yes  No

**U.S. Taxpayer Identification Number (For Applicants which are 'U.S. persons' for U.S. federal income tax purposes):**

.....

<sup>1</sup> Note that if the General Partner determines in its sole discretion that the Applicant's Commitment to the Partnership (on an individual basis or aggregated with the Commitments of its affiliates and/or other related persons) may exceed 20% of the Fund Commitments the General Partner may require that the Applicant complete an additional questionnaire to determine whether it is subject to any "disqualifying events" under Rule 506 of the United States Securities Act of 1933, as amended (the "Securities Act").

<sup>2</sup> Please see Part C of Appendix A for the definition of 'U.S. person'.

<sup>3</sup> Please see Part C of Appendix A for the definition of 'non-United States person'.

**Applicant's Country Of Tax Residence:**

United States.....

**If applicable, Applicant's Taxpayer Identification Number in Country of Tax Residence:**

[REDACTED].....

**Tax Status of Applicant in Applicant's Country of Tax Residence (please select only one):**

Tax payer                                       Tax exempt

- 1.1 We acknowledge and represent (as applicable) that: (a) we have read and understood this Subscription Agreement (comprising Sections 1 to 7, execution pages and Appendices A to F) and that the statements made by us and contained herein, including the information in Section 2, are true, correct and complete; and (b) unless we notify the General Partner in writing to the contrary on or before the date on which our Subscription Agreement is accepted and we become a party to the Partnership Agreement (as defined in paragraph 1.2 below) (the relevant “**Closing Date**”), all of our representations and warranties herein will be deemed to have been repeated as at the relevant Closing Date and at any subsequent Closing at which any part of our Commitment (which has not been accepted on the Closing Date) is accepted by the General Partner, if applicable. We agree to notify the General Partner immediately if any representation, warranty or information contained in this Subscription Agreement becomes untrue at any time before or after the Closing Date.
- 1.2 The term “**Partnership Agreement**” as used in this Subscription Agreement shall refer to the form of amended and restated limited partnership agreement relating to the Partnership as posted on the Fund’s intralinks site as at the date of this Subscription Agreement, a copy of which we have received, read and approved, as such form of agreement may be amended by the General Partner for the purposes of: (a) incorporating such changes or clarifications as the General Partner reasonably determines (i) are necessary or expedient to achieve a closing, and (ii) are not adverse to our interests; and/or (b) constituting the agreement of another limited partnership, having substantially similar terms as the Partnership Agreement and to which the General Partner determines that we are to become a party, as the case may be. We understand that the General Partner (or its Associates, agents or advisors) shall notify us in writing (including by way of posting on the Fund’s intralinks site) of any such amendments to the Partnership Agreement prior to acceptance of our offer contained in this Subscription Agreement. In consideration of the General Partner agreeing to notify us in the manner described above, we agree that we shall be bound by all such amendments so notified to us.
- 1.3 We hereby irrevocably apply to become a party to the Partnership Agreement and to subscribe for a limited partnership interest in the amount specified above in the Partnership and whose Partnership Agreement to which the General Partner determines that we are to be admitted having regard to the information provided by us in this Subscription Agreement, such interest to be registered in the name specified above. If the General Partner determines

that we are to become party to the partnership agreement of an Additional Partnership, references to “Partnership” and the “Partnership Agreement” shall, as the context requires, be references to such and to the partnership agreement in respect of such Additional Partnership.

- 1.4 We further authorise, pursuant to and upon its acceptance of this Subscription Agreement, the General Partner to accept on our behalf any Subscription Agreement which may be submitted by any other person and we hereby irrevocably appoint the General Partner and any of its duly appointed attorneys as our attorney and on our behalf with effect from the date of acceptance of this Subscription Agreement, with full power to delegate to any person it thinks fit and to appoint any person as its substitute, to execute: (a) any forms or documents which may be required in connection with the Partnership under the Limited Partnerships (Jersey) Law 1994 (the “**Partnership Law**”) or the notification of our interest in the Partnership; (b) the Partnership Agreement in the form to be executed by the General Partner and to which we have agreed to be bound pursuant to this Subscription Agreement on our behalf, together with any amendment and/or restatement thereof in accordance with the terms of the Partnership Agreement; (c) any other deed, agreement, notice, form or other document or instrument whatsoever the execution of which in connection with the performance of its duties and exercise of its powers under the Partnership Agreement (as amended from time to time) the General Partner (in its sole discretion) considers to be expedient and the General Partner and any of its duly appointed attorneys may execute the documents referred to in (a), (b) and (c) above either by signing separately as attorney for us or, after listing all of the Limited Partners (including us), by a single signature of the General Partner or any of its duly appointed attorneys (as the case may be) for all of them; and (d) any written consents to any amendments to the executed Partnership Agreement that fulfil the criteria set out in subsection (a) of section 1.2 above and that are proposed to be made prior to the Final Closing Date, to the extent that the General Partner (in its reasonable discretion) should consider such consents to be necessary or desirable in order for such amendments to be effective.
- 1.5 We acknowledge that, should we become a Defaulting Limited Partner for the purposes of the Partnership Agreement, certain security interests may be created pursuant to the Security Interests (Jersey) Law 2012 (the “**Security Law**”) for the benefit of the General Partner acting on behalf of the Partnership and to this end, we agree that:
- (a) the General Partner may register such financing statements and financing change statements on the Jersey Security Interests Register (which is a public register) as it thinks fit without seeking any further consent from us;
  - (b) within 14 days after the day on which any collateral over which security is taken pursuant to the Partnership Agreement is appropriated or sold, the General Partner will give a written statement of account prepared in accordance with Article 48 of the Security Law to us and to any other person entitled to receive it; and
  - (c) we hereby irrevocably and unconditionally waive our right to (i) receive a copy of any verification statement relating to any security interest created by the Partnership Agreement, (ii) receive notice of appropriation or sale of any collateral and (iii) reinstate the Partnership Agreement under Article 54 of the Security Law.

- 1.6 In the case of an Applicant that is (a) a natural person, (b) a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the U.S. Internal Revenue Code of 1986, as amended (the "Code") as owned by a natural person (e.g., a grantor trust) or (c) an entity disregarded for U.S. federal income tax purposes and owned (or treated as owned) by a natural person or a trust described in clause (b) of this sentence (e.g., a limited liability company with a single member), such Applicant hereby gives its written consent pursuant to clause 5.3.20 of the Partnership Agreement, and further appoints the General Partner, with full power of substitution, as the Applicant's true and lawful representative and attorney-in-fact, and agent of the Applicant, to execute, acknowledge, verify, swear to, deliver, record and file, in the Applicant's name, place and stead, any agreements necessary to effect (i) the transfer of such Applicant's interest in the Partnership to an entity formed to serve as a "Feeder Vehicle" for purposes of the Partnership Agreement (as amended from time to time) or an Additional Partnership (in the case of an Additional Partnership on terms substantially similar in all material respects to those of the Partnership, to the maximum extent applicable) and (ii) the admission of such Applicant as a limited partner (or similar participant) in such Feeder Vehicle or Additional Partnership on terms substantially identical in all material respects to those of the Partnership, to the maximum extent applicable and with an indirect economic interest in the Partnership identical in all material respects to such Applicant's direct economic interest in the Partnership, to the maximum extent applicable, immediately prior to the transfer contemplated by clause (i) of this sentence.
- 1.7 We have delivered, or will prior to acceptance by the General Partner of this Subscription Agreement deliver, a duly completed copy of each of the other documents comprising our application (including, without limitation, any documentation requested by the General Partner for the purposes of compliance with any applicable anti-money laundering, anti-financial crime and countering terrorist financing laws and related laws, rules and regulations) (to the extent that such documents are applicable to us) and we further confirm, represent and warrant that we, and (as applicable) the person(s) completing and executing this Subscription Agreement on our behalf, have full authority to complete and execute each of the documents comprising our application.



### BANK ACCOUNT DETAILS

Please note: All Applicants must provide details of a Euro denominated bank account into which distributions are to be paid. The Applicant is responsible for informing the General Partner of any amendments to the bank account details set out below (or otherwise provided by the Applicant with this Subscription Agreement) and the Applicant agrees that neither the General Partner nor any other CVC Entity nor their respective administrators, consultants or advisers shall have any liability whatsoever for payments made into any bank account previously specified by the Applicant in circumstances where the Applicant fails to notify the General Partner of any changes to its bank account details.

<b>Currency Euro (EUR) - Bank Details</b>	
Bank Name	[SEE ATTACHED DELIVERY INSTRUCTIONS]
SWIFT/BIC	
Account Number	
Account Name	
IBAN Number	
Reference	
Further details (i.e correspondent bank details/further credit details)	

Will the Applicant's capital contributions be wired from the bank account stated above?

Yes       No

If the box "No" above has been ticked, then please provide details of the relevant bank account in the box below:

Bank Name	
Account Number or IBAN Number (if applicable)	
Account Name	

**CONTACT DETAILS**

**Applicant's Internal Contact Persons:**

1) Drawdown/Distribution Notices are to be sent to: with copy to:

Name: ..... [SEE ATTACHED CORRESPONDENCE CHART].....

Company: .....  
.....

Mail Address: .....  
.....  
.....

Fax number: .....  
.....

Telephone number: .....  
.....

Email Address: .....  
.....

2) General Correspondence (including quarterly reports and annual valuation report) is to be sent to:

with copy to:

Name: ..... [SEE ATTACHED CORRESPONDENCE CHART].....

Company: .....  
.....

Mail Address: .....  
.....  
.....

Fax number: .....  
.....

Telephone number: .....  
.....

Email Address: .....  
.....

3) Tax Correspondence is to be sent to:

with copy to:

Name: ..... [SEE ATTACHED CORRESPONDENCE CHART].....

Company: .....  
.....

Mail Address: .....  
.....

	.....	.....
	.....	.....
Fax number:	.....	.....
Telephone number:	.....	.....
Email Address:	.....	.....

**Applicant's External Contact Persons:**

1) Drawdown/Distribution Notices are to be sent to: with copy to:

Name: ..... [SEE ATTACHED CORRESPONDENCE CHART] .....

Relationship with Applicant (i.e. Advisor, Gatekeeper, Administrator, Data Bureau, etc):

.....

Company: .....  
.....

Mail Address: .....  
.....  
.....

Fax number: .....  
.....

Telephone number: .....  
.....

Email Address: .....  
.....

2) General Correspondence (including quarterly reports and annual valuation report) is to be sent to:

with copy to:

Name: ..... [SEE ATTACHED CORRESPONDENCE CHART] .....

Relationship with Applicant (i.e. Advisor, Gatekeeper, Administrator, Data Bureau, etc):

.....

Company: .....  
.....

Mail Address: .....  
.....

	.....	.....
	.....	.....
Fax number:	.....	.....
Telephone number:	.....	.....
Email Address:	.....	.....

3) Tax Correspondence is to be sent to:

with copy to:

Name:                    **[SEE ATTACHED CORRESPONDENCE CHART]**

Relationship with Applicant (i.e. Advisor, Gatekeeper, Administrator, Data Bureau, etc):

.....

Company:                .....

Mail Address:           .....

.....

.....

Fax number:             .....

Telephone number:     .....

Email Address:         .....

**SECTION 2A: SPECIFIC REPRESENTATIONS****NOTE: ALL APPLICANTS SHOULD COMPLETE THIS SECTION**2.1 The Applicant is the following type of investor (please select only **one**):

- 2.1.1 Individual that is a United States person<sup>4</sup> (**including a trust of any such individual**);
- 2.1.2 Individual that is a not a United States person (**including a trust of any such individual**);
- 2.1.3 Broker-dealer;
- 2.1.4 Insurance company;
- 2.1.5 Investment company registered with the SEC under the U.S. Investment Company Act of 1940, as amended (the “**Investment Company Act**”);
- 2.1.6 An issuer that would be an investment company as defined in Section 3 of the Investment Company Act but for Section 3(c)(1) or 3(c)(7) thereof;
- 2.1.7 Non-profit organisation;
- 2.1.8 Pension plan (**excluding governmental pension plans**);
- 2.1.9 Banking or thrift institution (**proprietary**);
- 2.1.10 Any state or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in its official capacity (**excluding governmental pension plans**);
- 2.1.11 State or municipal governmental pension plan;
- 2.1.12 Sovereign wealth fund or foreign official institution; or
- 2.1.13 Other.

2.2 Tick **one** of the following boxes:

- 2.2.1  We hereby represent and warrant that the execution of this Subscription Agreement is being effected on behalf of an employee benefit plan subject to Part 4 of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), a “plan” subject to Section 4975 of the Code, or an entity whose assets are deemed to include assets of any such employee benefit plan or plan for purposes of ERISA or

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<sup>4</sup> For these purposes a ‘United States person’ means any natural person that is resident in the United States.

Section 4975 of the Code (each referred to herein as an “ERISA Partner” and shall be identified as such in the Partnership Agreement). The following is the maximum percentage of the ERISA Partner’s assets invested in the Partnership that are, or may in the future be, “plan assets” of an ERISA Partner:

\_\_\_\_\_ %.

We represent and warrant that our execution of this Subscription Agreement does not, and the performance of our obligations hereunder (including without limitation the purchase and holding of interests in the Partnership) will not, constitute a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code.

**OR**

2.2.2 We hereby represent and warrant that the execution of this Subscription Agreement is  not being effected on behalf of an ERISA Partner and that we are not, and for as long as we have any interest in the Partnership will not be (and such interest will not be deemed to be held by), an ERISA Partner.

2.3 Tick **one** of the following boxes:

2.3.1 We hereby declare and represent that we are a person or entity (other than an ERISA  Partner) that has discretionary authority or control with respect to any assets of the Partnership, a person who provides investment advice for a fee (direct or indirect) with respect to any assets of the Partnership, or any “affiliate” (within the meaning of Section 2510.3-101(f)(3) of the U.S. Department of Labor regulations) of any such person (a “**Controlling Person**”).

**OR**

2.3.2 We hereby declare and represent that we are not, and for as long as we hold any  interest in the Partnership will not be, a Controlling Person.

2.4 Please complete **both** of the following two questions:

(a) The execution of this Subscription Agreement is being effected on behalf of a Plan (as defined below):

Yes  No

(b) The execution of this Subscription Agreement is being effected on behalf of a Plan which is subject to Similar Law (as defined below):

Yes  No

If we are executing this Subscription Agreement on behalf of a Plan we hereby represent and warrant that the execution of this Subscription Agreement does not, and the performance of the Plan’s obligations hereunder (including without limitation, the purchase and holding of interests in the Partnership) will not, constitute a violation of any applicable federal, state,

local, non-U.S. or other laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code.

If we are, or are acting (directly or indirectly) on behalf of (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is described in Section 4975 of the Code, (iii) a plan, fund or other similar program that is established or maintained outside the United States which provides for retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, (iv) an insurance company using general account assets, if such general account assets are deemed to include assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the Code under Section 401(c) of ERISA or the regulations promulgated thereunder, or (v) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts, funds, programs or arrangements, pursuant to ERISA or otherwise (each such plan, account, fund, program, arrangement and entity referred to as a “Plan”), we hereby represent and warrant to and agree with the Partnership and the General Partner that:

- 2.4.1 the decision to invest assets of the Plan in limited partnership interests of the Partnership was made by fiduciaries independent of the General Partner, any placing agent and any affiliate of any of them, which fiduciaries are duly authorised to make such investment decision and who have not relied on any advice or recommendation by the General Partner, any placing agent or any of their employees, representatives, agents or affiliates, and none of the General Partner, any placing agent or any of their employees, representatives, agents or affiliates have exercised any discretionary authority or control with respect to the Plan’s investment in limited partnership interests of the Partnership, nor has the General Partner, any placing agent or any of their employees, agents, representatives or affiliates rendered individualised investment advice to the Plan based upon the Plan’s investment policies or strategy, overall portfolio composition and diversification;
- 2.4.2 the terms of the Partnership Agreement (as amended from time to time), including all exhibits and attachments thereto, comply with our governing instruments and applicable laws governing us, and we shall promptly advise the General Partner in writing of any changes in any governing law or any regulations or interpretations thereunder affecting the duties, responsibilities, liabilities or obligations of the Partnership, the General Partner or any of its employees, agents or affiliates to the Plan; and
- 2.4.3 if we are (directly or indirectly) investing the assets of a Plan which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to any other federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Partnership to be treated as assets of the Plan by virtue of its investment in the Partnership and thereby subject the Partnership and the General Partner (or other persons responsible for the investment and operation of the Partnership’s assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code

(“**Similar Law**”), the Partnership’s assets will not constitute the assets of such Plan under the provisions of any applicable Similar Law.

2.5 We were formed for the purpose of investing in the Partnership or our investors are permitted to determine the investments made by us in which they will participate.

Yes  No

2.6 To the best of the Applicant’s knowledge, does the Applicant control, or is the Applicant controlled by or under common control with, any other investor in the Partnership or the Fund?

Yes  No

If the question above was answered “Yes,” please indicate the name of such other investor in the space below:

.....

2.7 Will any other person or persons have a beneficial interest in the limited partnership interest in the Partnership to be acquired by the Applicant hereunder (other than as a shareholder, partner, policy owner or other beneficial owner of equity interests in the Applicant)? (By way of example, and not limitation, “nominee” investors or investors who have entered into swap or other synthetic or derivative instruments or arrangements with regard to the limited partnership interest in the Partnership to be acquired by the Applicant hereunder would tick “Yes”.)

Yes  No

If any of questions 2.5 to 2.7 above was answered “Yes,” then please note that additional information will be required.

2.8 Is the Applicant (a) a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the Code) as owned by a natural person (e.g., a grantor trust), (b) an entity disregarded from its owner for U.S. federal income tax purposes and owned (or treated as owned) by a natural person or a trust described in sub-section (a) of this sentence (e.g., a limited liability company with a single member), (c) an organisation described in Section 401(a), Section 501(c)(17) or Section 509(a) of the Code, or (d) a trust permanently set aside or to be used for a charitable purpose?

Yes  No

2.9 Please tick **one** of the following boxes and fill in any applicable information: **[NOT APPLICABLE]**

2.9.1 We are either not treated as a flow-through entity<sup>5</sup> for U.S. federal income tax purposes (e.g., a partnership or a limited liability company) or, if we are a flow-through entity, we do not have any partners or members that are not “U.S. Persons” for U.S. federal income tax purposes.

<sup>5</sup> Generally, a “flow-through entity” is an entity whose members are treated, for U.S. federal income tax purposes, as receiving their allocable share of the entity’s income or expense as it arises, rather than an entity that is treated as a taxable entity for U.S. federal income purposes.



- 2.9.2 We are treated as a flow-through entity for U.S. federal income tax purposes and have partners or members that are not "U.S. Persons" for U.S. federal income tax purposes and the percentage of our interests owned by such partners or members is as follows:  
\_\_\_\_\_ %

- 2.10 If the Applicant is an individual and is not investing the equivalent of at least US\$ 1,000,000 in the Partnership, does the Applicant have a net worth<sup>6</sup> exceeding the equivalent of US\$ 2,100,000? If the Applicant is not an individual, please select "Not applicable".

Yes  No  Not applicable

If the box above is ticked "No," then please note that additional information will be required.

- 2.11 Is the Applicant a "BHC Partner", being any person that is subject to the United States Bank Holding Company Act of 1956 (the "BHC Act") or the Home Owners' Loan Company Act of 1933 (the "HOLA") or is directly or indirectly "controlled" (as that term is defined in the BHC Act) by a company that is subject to the BHC Act or the HOLA?

Yes  No

- 2.12 We confirm to the General Partner that we are capable of being categorised as a "professional client" within the meaning of Annex II to Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments ("MiFID") and have received and read the information set out in the Addendum to the Private Placement Memorandum that has been prepared for the purposes of providing additional information about the Fund as required pursuant to Article 23 of the AIFM Directive and equivalent Jersey legislation, codes of practice and regulatory guidance. Notwithstanding this categorisation, we acknowledge that the only (direct or indirect) client of the General Partner is the Partnership and any Additional Partnership (where applicable); we are not a client of the General Partner for regulatory purposes; the General Partner is not responsible for providing protections afforded to its clients; the General Partner is not advising us on our participation in the Partnership; and no representative of the General Partner may lead us to believe otherwise.

<sup>6</sup> For purposes of this item, "net worth" means the excess of total assets at fair market value, including automobiles and other personal property but excluding the value of the primary residence of such natural person (and including property owned by a spouse other than the primary residence of the spouse), over total liabilities. (For this purpose, the amount of any mortgage or other indebtedness secured by an Investor's primary residence should not be included as a "liability", except to the extent the fair market value of the residence is less than the amount of such mortgage or other indebtedness, provided that if such mortgage or other indebtedness is incurred within sixty (60) days preceding the date of the Investor's subscription for Interests and is not in connection with the purchase of the primary residence, such mortgage or other indebtedness should be treated as a "liability").

2.13 Please state the legal status of the Applicant:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Limited Company       | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership            |
| <input type="checkbox"/> Limited Partnership   | <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Occupational Pension Scheme/Pension Plan |
| <input type="checkbox"/> UK Registered Charity | <input type="checkbox"/> Church Body                   | <input type="checkbox"/> Endowment                                |
| <input type="checkbox"/> Trust                 | <input type="checkbox"/> Individual                    |   |
- Other (please specify): **State Government Pension Plan**.....

2.14 If the Applicant is not an individual, please state the jurisdiction (and, if applicable, the State) in which the Applicant was established or organised:

**Pennsylvania**.....

2.15 Is the Applicant a “U.S. person” for U.S. federal income tax purposes (as defined in Section 7701(a)(30) of the Code)?

Yes  No

2.16 We hereby confirm that we are not a Japanese Investor. (For the purposes of this section, the Applicant is a “**Japanese Investor**” if (i) the Applicant is a Japanese resident as defined in the first sentence of Article 6, paragraph 1, item 5 of the Foreign Exchange and Foreign Trade Law of Japan, and/or (ii) the Applicant was solicited in Japan in connection with its subscription of a limited partnership interest in the Partnership).

2.17 We hereby confirm that we are not resident in Canada or otherwise subject to Canadian securities laws.

2.18 We hereby confirm that we are not resident in South Korea or otherwise subject to South Korean securities laws.

2.19 We hereby confirm that we are not resident in Singapore or otherwise subject to Singaporean securities laws.

If the Applicant is not able to confirm each of the statements in 2.16 to 2.19 above, please contact [List-CVCVIIsubdocs@stblaw.com](mailto:List-CVCVIIsubdocs@stblaw.com) in order to obtain the applicable Supplemental Investor Subscription Agreement).

2.20 Please answer one or both of the following questions as applicable:

2.20.1 Is the Applicant a governmental entity or any political subdivision thereof, whether state or local, or any agency, authority, instrumentality, regulatory body, court, central

bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (a “sovereign”)?

Yes  No

2.20.2 If question 2.20.1 was answered “Yes,” is the Applicant entitled to any sovereign or other immunity in respect of itself, its property, or any litigation in any jurisdiction, court, or venue?

Yes  No

2.21 Is the Applicant an integral part or controlled entity of a foreign sovereign entitled to the benefits of Section 892 of the Code (“Income of foreign governments and of international organisations”)?

Yes  No

2.22 Is the Applicant a U.S. tax exempt entity that is (a) exempt from income taxation under Section 115 or 501(a) of the Code or (b) an entity treated as a flow-through entity for U.S. federal income tax purposes with U.S. tax exempt partners or members that are exempt from income taxation under Section 115 or 501(a) of the Code?

Yes  No

2.23 Is the Applicant a “qualified foreign pension fund” for purposes of Section 897(l) of the Code (i.e., a corporation, trust or other arrangement (a) which is organized outside of the United States, (b) established to provide retirement or pension benefits to current or former employees of one or more employers in consideration for services rendered, (c) which does not have any single participant or beneficiary with a right to more than 5% of the fund’s assets or income, (d) which is subject to government regulation and provide annual information reporting about its beneficiaries to the relevant tax authorities in the country in which it is established or operates and (e) with respect to the laws of the country in which it is established or operates, contributions to the fund are deductible or excludable from the gross income of the fund or are deductible or taxed at a reduced rate, or the investment income of the fund is deferred or taxed at a reduced rate)?

Yes  No

2.24 Please tick **one** of the following boxes:

2.24.1  we represent and warrant that we will hold any limited partnership interest to which we may become entitled pursuant to this subscription for ourselves beneficially and not as nominee, agent or trustee for another;

2.24.2  we represent and warrant that we will hold any limited partnership interest to which we may become entitled pursuant to this subscription as nominee, agent or trustee for the following other person(s) or entity(ies), in which case: (i) we are duly authorised to give the representations, warranties, acknowledgements and confirmations in this Subscription Agreement on behalf of each of the beneficiaries; and (ii) we acknowledge and accept that we (and not the beneficial owner(s)) will be treated as

the holder of any interest(s) granted in respect of this Subscription Agreement and will be the Limited Partner for all purposes under the Partnership Agreement and will be registered as the limited partner in the Partnership under the Partnership Law. We acknowledge and accept, however, that we may still be required to provide the General Partner with certain information in respect of the beneficial owners(s) in order that the General Partner can satisfy any applicable securities laws and regulations and anti-money laundering laws and regulations; or

2.24.3  we represent and warrant that we are applying for an interest in the Partnership as agent for the following other person(s) or entity(ies), in which case: (i) we are duly authorised to grant powers of attorney on behalf of such persons and give the representations, warranties, acknowledgements and confirmations in this Subscription Agreement on behalf of each such person(s) or entity(ies); and (ii) we acknowledge and accept that such person(s) or entity(ies) will be treated as the holder of any interest(s) granted in respect of this Subscription Agreement and will be the Limited Partner for all purposes under the Partnership Agreement and will be registered as the limited partner in the Partnership under the Partnership Law.

2.25 If question 2.24.2 or 2.24.3 above has been ticked, then state the identity of the beneficial owner(s) below:

<b>Full Name:</b>	.....
<b>Registered Address:</b>	.....
	.....
	.....
<b>U.S. Taxpayer Identification Number:<sup>7</sup></b>	.....

If we are to hold the limited partnership interests for one or more beneficial owners, we give each of the representations, warranties, acknowledgements and confirmations in this Subscription Agreement both for ourselves and also separately on behalf of each of the beneficial owners, and consequently, where appropriate, references to “we” shall be deemed to be references to each of the beneficial owners set out above as well as to ourselves and we shall provide the General Partner with all other information and documentation as it may reasonably request in relation to said beneficial owners prior to accepting our Subscription Agreement.

In addition, we hereby confirm that beneficial owner(s) for which we are to hold limited partnership interests in the Partnership submitted complete and correct versions of all required tax documentation through the CVC Remediation Portal.

<sup>7</sup> Only applicable if such beneficial owner is a ‘United States person’ for U.S. federal income tax purposes (as defined in Section 5).

2.26 Please tick **one** of the following boxes:

- (a)  we confirm that we are not an individual, an unquoted company, a limited partnership, a limited liability partnership nor a trust and that no director or officer of ours nor any individual who ultimately owns or controls us or on whose behalf we are acting is a “politically exposed person” (as defined below);
- (b)  we confirm that we are an individual, an unquoted company, a limited partnership, a limited liability partnership or a trust (as applicable) and represent and warrant that neither we nor, so far as known to us, any: (i) individual who ultimately owns or controls (directly or indirectly) more than 25% of the shares or voting rights in such company; (ii) general partner of such limited partnership; (iii) limited partner who ultimately is entitled to or controls (directly or indirectly) more than 25% of the capital or profits of or voting rights in such limited partnership or who otherwise exercises control over the management of such limited partnership; (iv) individual who ultimately owns or controls (directly or indirectly) more than 25% of the capital or voting rights in such limited liability partnership; (v) individual who is entitled to a specific vested interest in at least 25% of the capital of such trust’s property (either directly or through a body corporate which he controls or in which he has more than 25% of the shares or voting rights), or who has control over such trust; (vi) director or officer of ours; or (vii) any individual who ultimately owns or controls us or on whose behalf we are acting, in the applicable case, is an individual who is a “politically exposed person” (as defined below);
- (c)  we confirm that we are not an individual, an unquoted company, a limited partnership, a limited liability partnership or a trust in respect of which one of our directors or officers or an individual who owns or controls us or on whose behalf we are acting is a “politically exposed person” (as defined below); or
- (d)  we confirm that we are an individual, an unquoted company, a limited partnership, a limited liability partnership or a trust (as applicable) and that we or an individual referred to in (b)(i), (ii), (iii), (iv), (v), (vi) or (vii) above (as applicable) is a “politically exposed person” (as defined below).

If box (c) or (d) above has been ticked, please provide details of the “politically exposed person” below. If there is more than one “politically exposed person”, please provide details on a separate sheet, append to this Subscription Agreement and tick here:

<b>Full Name:</b>	.....
<b>Address:</b>	.....
	.....
	.....
<b>Date of Birth</b>	.....

Nature of the public function held, state or body concerned and, if falling within part (b) or (c) of the below definition of “politically exposed person”, the nature of the relationship/ association and the name of the person with whom such relationship/association exists:

.....

.....

**“Politically exposed person” means:**

- (a) an individual who is or has, at any time in the preceding year, been entrusted with a prominent public function by: (i) a state; (ii) a European Union institution; or (iii) an international body, including a person falling in any of the following categories:
  - heads of state, heads of government, ministers and deputy or assistant ministers;
  - members of parliaments;
  - members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not generally subject to further appeal, other than in exceptional circumstances;
  - members of courts of auditors or of the boards of central banks;
  - ambassadors, chargés d’affaires and high-ranking officers in the armed forces;
  - directors, deputy directors and members of the board (or equivalent function) of an international organisation;
  - members of the administrative, management or supervisory bodies of state-owned enterprises;
  - members of the governing body of a political party; and
- (b) an immediate family member of a person falling within (a) above, including their spouse, partner, children and their spouses or partners and parents (“partner” meaning a person who is considered by his national law as equivalent to a spouse); and
- (c) a known close associate of a person falling within (a) above, including an individual who is known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close business relation, with such person or any individual who has sole beneficial ownership of a legal entity or arrangement which is known to have been set up for the benefit of such person.

2.27 If the Applicant’s tax year ends on a date other than December 31, please indicate such date below:

.....

2.28 Is the Applicant a party to, or otherwise concerned in, any contract, arrangement, understanding, relationship (or similar) pursuant to which another person, directly or indirectly, makes final selections or investments (or decisions to dispose thereof) on behalf of the Applicant and has authority to execute this Subscription Agreement on the Applicant's behalf or otherwise direct the Applicant itself to execute this Subscription Agreement?

Yes  No

If the box "Yes" above has been ticked, then please provide the full legal name of such person in the space below:

.....

2.29 If we are domiciled or established outside Jersey and have not specified any address for service in Jersey below and no address for such service has subsequently been agreed in writing between us and the General Partner, we hereby irrevocably agree to appoint CVC Capital Partners VII Limited as agent for service of process in Jersey and further that any documents relating to any proceedings, in relation to all matters relating to or connected with our application to subscribe for an interest in the Partnership and to become a party to the Partnership Agreement and all matters subsequently arising in relation to our being a party to the Partnership Agreement, our admission as a limited partner in the Partnership and the granting to us of a limited partnership interest in the Partnership, may be served on us by delivering or posting such documents to CVC Capital Partners VII Limited at 1 Waverly Place, Union Street, St Helier, Jersey JE1 1SG or any other place of business of CVC Capital Partners VII Limited at the time of service in Jersey. We also acknowledge that we will be solely responsible for making arrangements to ensure that any documents served on us in this manner come to our attention, and that this provision is without prejudice to the right of any party to any proceedings to serve any documents on us by any other means permitted by law.

Address of person other than CVC Capital Partners VII Limited intended to act as agent for service of process in Jersey for the Applicant (if applicable)

We irrevocably agree that any documents which start any proceedings, and any other documents, may be served on us by delivering or posting such documents to the address for service in Jersey set out below (or to such other address for service in Jersey as may be agreed from time to time between us and the General Partner in writing):

Address: .....

Addressee (if different from Applicant):

.....

Tel. No. ....

For the attention of:

.....

**In connection with the above appointment, we hereby enclose documentary evidence confirming that such nominee has agreed to accept service of process in relation to such matters on our behalf.**

2.30 If we are domiciled or established outside England and Wales and have not specified any address for such service in Jersey above or in England and Wales below and no address for service has subsequently been agreed in writing between us and the General Partner, we hereby irrevocably agree to appoint CVC Capital Partners Limited as agent for service of process in England and Wales and further that any documents relating to any proceedings, in relation to all matters relating to or connected with our application to subscribe for an interest in the Partnership and to become a party to the Partnership Agreement and all matters subsequently arising in relation to our being a party to the Partnership Agreement, our admission as a limited partner in the Partnership and the granting to us of a limited partnership interest in the Partnership, may be served on us by delivering or posting such documents to CVC Capital Partners Limited at 111 Strand, London, United Kingdom WC2R 0AG or any other place of business of CVC Capital Partners Limited at the time of service in England and Wales. We also acknowledge that we will be solely responsible for making arrangements to ensure that any documents served on us in this manner come to our attention, and that this provision is without prejudice to the right of any party to any proceedings to serve any documents on us by any other means permitted by law.

Address of person other than CVC Capital Partners Limited intended to act as agent for service of process in England and Wales for the Applicant (if applicable)

We irrevocably agree that any documents which start any proceedings, and any other documents, may be served on us by delivering or posting such documents to the address for service in England and Wales set out below (or to such other address for service in England and Wales as may be agreed from time to time between us and the General Partner in writing):

Address: .....

Addressee (*if different from Applicant*):

.....

Tel. No. ....

For the attention of:

.....

**In connection with the above appointment, we hereby enclose documentary evidence confirming that such nominee has agreed to accept service of process in relation to such matters on our behalf.**



**SECTION 2B: SPECIFIC REPRESENTATIONS FOR U.S. PERSONS**

2.31 We hereby declare, represent and warrant that we are an “*accredited investor*”, as defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the “**Securities Act**”), and we represent and warrant that each of the statements below next to which we have indicated in the box designated therefor is true:

- 2.31.1 we are a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity;
- 2.31.2 we are a broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended (the “**Exchange Act**”);
- 2.31.3 we are an insurance company as defined in Section 2(a)(13) of the Securities Act;
- 2.31.4 we are an investment company registered under the Investment Company Act;
- 2.31.5 we are a business development company as defined in Section 2(a)(48) of the Investment Company Act;
- 2.31.6 we are a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958;
- 2.31.7 we are a plan established and maintained by a state of the United States of America (a “**State**”) or any of its political subdivisions or any agency or instrumentality thereof for the benefit of its employees and have total assets in excess of US\$ 5,000,000;
- 2.31.8 we are an employee benefit plan within the meaning of Title I of ERISA, and the investment decision to invest in the Partnership has been made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser;
- 2.31.9 we are an employee benefit plan within the meaning of Title I of ERISA, and have total assets in excess of US\$ 5,000,000;
- 2.31.10 we are a private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940 (the “**Advisers Act**”);
- 2.31.11 we are an organisation described in Section 501(c)(3) of the Code, or a corporation, a limited liability company, Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of making an investment in the Partnership, with total assets in excess of US\$ 5,000,000;

- 2.31.12 we are a general partner of the Partnership, or a director or executive officer of a general partner of the Partnership;
- 2.31.13 I am a natural person whose individual net worth, or joint net worth with my spouse, at the time of my purchase of a limited partnership interest of the Partnership, exceeds US\$ 1,000,000. For purposes of this item, “net worth” means the excess of total assets at fair market value, including automobiles and other personal property but excluding the value of the primary residence of such natural person (and including property owned by a spouse other than the primary residence of the spouse), over total liabilities. For this purpose, the amount of any mortgage or other indebtedness secured by an investor’s primary residence should not be included as a “liability”, except to the extent the fair market value of the residence is less than the amount of such mortgage or other indebtedness, provided that if such mortgage or other indebtedness is incurred within sixty (60) days preceding the date of acceptance of our subscription for a limited partnership interest in the Partnership and is not in connection with the purchase of the primary residence, such mortgage or other indebtedness should be treated as a “liability”;
- 2.31.14 I am a natural person who had an individual income in excess of US\$ 200,000 in each of the two most recent years, or joint income with my spouse in excess of US\$ 300,000 in each of those years, and have a reasonable expectation of reaching the same income level in the current year;
- 2.31.15 we are a trust, with total assets in excess of US\$ 5,000,000, not formed for the specific purpose of making an investment in the Partnership, whose purchase is directed by a sophisticated person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the limited partnership interests as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act;
- 2.31.16 we are a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors as described herein. **The Partnership and the General Partner, in its sole discretion, may request information regarding the basis on which such equity owners are accredited;** or
- 2.31.17 we are an entity in which all of the equity owners are investors described in one or more of the categories 2.31.1 through 2.31.16 of this section 2.31.

2.32 We hereby declare, represent and warrant that we are a “qualified purchaser” within the meaning of Section 2(a)(51) of the Investment Company Act and have indicated below the basis for our status as such (for this purpose, the term “investments” has the meaning set forth in Rule 2a51-1, and the amount of our “investments” has been determined in the manner required by such Rule). In order to complete the following information, Applicants must read Appendix A, Part A and Part B attached hereto for the definition of “investments” and for information regarding the “valuation of investments,” respectively. We represent and warrant that each of the statements below next to which we have indicated in the box designated therefor is true:

- 2.32.1 I am a natural person and I own (alone, or together with my qualified purchaser spouse, if investing jointly) not less than US\$ 5,000,000 in “investments”;
- 2.32.2 we are a company, partnership or trust that owns not less than US\$ 5,000,000 in “investments” and are owned directly or indirectly by or for: (a) two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption; (b) spouses of such persons; (c) the estates of such persons; or (d) foundations, Section 501(c)(3) organisations or trusts established by or for the benefit of such persons;
- 2.32.3 we are a trust not covered by section 2.32.2 above all of whose trustees (or other persons authorised to make decisions for the trust) and settlors (or other persons who have contributed assets to the trust) are “qualified purchasers”;
- 2.32.4 we are an entity, acting for its own account or the accounts of other qualified purchasers, that owns and invests on a discretionary basis not less than US\$ 25,000,000 in “investments”, acting for its own account or for other “qualified purchasers”;
- 2.32.5 we are a company, partnership or trust, all of whose securities are beneficially owned by “qualified purchasers” (this certification does not apply to beneficiaries of an irrevocable trust); or
- 2.32.6 we are a “qualified institutional buyer” as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a “qualified purchaser”; *provided*, that: (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least US\$ 25,000,000 in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

- 2.33 If we ticked any of sections 2.32.2 through 2.32.6 above, we ourselves rely on the exemption from registration provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act (as, for example, in the case of a “fund” or a “fund of funds”).

Yes  No  Not applicable

If we responded “Yes” to the preceding question, we answer each of the following additional questions as follows:

- (a) We were formed on or before 30 April 1996.

Yes  No  Not applicable

- (b) If we responded “yes” to question (a) above, all of our beneficial owners have consented to our treatment as a “qualified purchaser” as provided in Section 2(a)(51)(C) of the Investment Company Act and the rules and regulations thereunder.

Yes  No  Not applicable

If the box above was ticked “No,” then please note that additional information will be required.

- 2.34 The amount of our limited partnership interest in the Partnership exceeds 40% of our total assets (on a consolidated basis with our subsidiaries) or, if we are a private investment fund with binding, unconditional commitments from our shareholders, partners, members or other beneficial owners, more than 40% of such commitments.

Yes  No

If the box above was ticked “Yes,” then please note that additional information will be required.

- 2.35 We are: (i) a private investment company which is not registered under the Investment Company Act in reliance on Section 3(c)(1) or Section 3(c)(7) thereof; (ii) an “investment company” registered under the Investment Company Act; or (iii) a “business development company”, as defined in Section 202(a)(22) of the Advisers Act.

Yes  No

If the box above was ticked “Yes,” then please note that additional information will be required.

**SECTION 3: GENERAL ACKNOWLEDGEMENTS AND UNDERTAKINGS**

3. We understand, acknowledge, agree, accept and confirm (as applicable) that:
- 3.1 we are hereby offering to the General Partner and the parties to the Partnership Agreement, as amended from time to time, and on the terms set out in this Subscription Agreement, to become a party to the Partnership Agreement with a Commitment up to an amount indicated in Section 1 above on the terms of the Partnership Agreement (as amended from time to time) and on acceptance by the General Partner (on its own behalf and, where applicable, on behalf of such parties) of our Subscription Agreement (which acceptance may be made (a) by the General Partner countersigning this document as executed by us, or (b) by the General Partner signing another copy of this document (not executed by us) by way of acceptance), the General Partner shall cause us to be entered into the register of limited partners of the Partnership whereupon we shall become a Limited Partner of such Partnership, and shall be bound by all the terms and conditions set out in the Partnership Agreement (as amended from time to time) and, as from the date of acceptance of this Subscription Agreement by the General Partner and our subsequent entry into the register of limited partners of the Partnership, we shall become a limited partner of the Partnership for the purposes of the Partnership Law (it being acknowledged that prior to such time no partnership shall exist between us and the other parties to the Partnership Agreement, as amended from time to time);
- 3.2 the Partnership, the General Partner, the Investment Advisor, the Administrator and the Limited Partners (and their respective counsel) may rely on the undertakings, representations, warranties, acknowledgements and confirmations set out in this Subscription Agreement and such undertakings, representations, warranties, acknowledgements and confirmations may be relied upon on a continuing basis and, to the fullest extent permitted by law, we hereby irrevocably agree to indemnify each of them and their agents, delegates, representatives and affiliates from and against all claims, liabilities, demands, losses, damages, costs and expenses whatsoever or howsoever arising as a result of, or in connection with, any misstatements or breach by us of such undertakings, representations, warranties, acknowledgements and confirmations. If at any time during the term of the Partnership we shall no longer be in compliance with any of the undertakings, representations, warranties, acknowledgements and confirmations contained herein, we shall promptly notify the General Partner in writing. If at any time the General Partner shall be reasonably satisfied that there has been any misstatement or breach of any of the undertakings, representations, warranties, acknowledgements and confirmations set out in this Subscription Agreement, as a result of which misstatement or breach the Partnership, the General Partner, the Investment Advisor, the Administrator, any Additional Partnership or any other Fund Vehicle (as applicable):
- 3.2.1 is or is likely to be in breach of any applicable anti-money laundering, anti-financial crime and countering terrorist financing laws and related laws, rules and regulations promulgated thereunder, or any other securities laws or regulation applicable to the Partnership, the General Partner, the Investment Advisor, any Additional Partnership or any other Fund Vehicle;
- 3.2.2 has or is likely to become an investment company as defined under the Investment Company Act;

- 3.2.3 is or is likely to be in breach of the Securities Act and the rules and regulations promulgated thereunder or any other securities legislation in any jurisdiction;
- 3.2.4 is or will be in breach of the Partnership Law;
- 3.2.5 will or is likely to cease to be taxed as a partnership for U.S. federal income tax purposes, including as a result of being treated as a “publicly-traded partnership” within the meaning of Section 7704 of the Code;
- 3.2.6 reasonably believes that such Partnership’s or such other Fund Vehicle’s or any Side Car Vehicle’s assets are or will likely be characterised as assets of a Plan which is subject to ERISA, Section 4975 of the Code or any Similar Law; or
- 3.2.7 will or is likely to fail to meet any requirements imposed by any Tax Reporting Regimes (as defined below),

then the General Partner is entitled and, insofar as it determines is appropriate, is hereby irrevocably authorised in our name and on our behalf as our lawful attorney (in accordance with the Partnership Agreement, as amended from time to time, where applicable) to transfer such amount of our Commitment (including our interests in the Partnership) to another person or take such other action (including, but not limited to, requiring us to withdraw completely from the Partnership or to cease making distributions to us) as it shall deem reasonably necessary to ensure that none of the Partnership, the General Partner, the Investment Advisor, any other Fund Vehicle or any of the investors therein is adversely affected by any of the foregoing;

- 3.3 the General Partner (on its own behalf and on behalf of the parties from time to time to the Partnership Agreement (as amended from time to time)) has sole and absolute discretion to scale back the Commitment applied for in this Subscription Agreement and accept part only of such Commitment on any Closing. We further understand that the Commitment for which we are applying constitutes an offer which is **irrevocable** by us until the date set out in section 3.11 below notwithstanding any such scaling-back and part-acceptance by the General Partner (on its own behalf and on behalf of the parties from time to time to the Partnership Agreement), and that, accordingly, the remainder of the Commitment applied for under this Subscription Agreement, which has not been accepted at a particular Closing, may be accepted at a subsequent Closing and our aggregate Commitment thereby increased at such subsequent Closing subject as provided in section 3.11 below. The acceptance by the General Partner (on its own behalf and on behalf of the parties from time to time to the Partnership Agreement (as amended from time to time)) of our offer shall be immediately binding on us, without notification of acceptance being required. Without prejudice to the foregoing, we understand that the General Partner intends to advise us in writing of the acceptance of our offer. The General Partner shall not be obliged to notify us in the event that our application is rejected but will endeavour to do so as soon as reasonably practicable;
- 3.4 none of the limited partnership interests in the Partnership will be listed or traded on any stock exchange;

- 3.5 save as required by law or regulation, the Partnership's assets will not be held by a separate custodian and will be held in the name of the Partnership or in the name of the General Partner on behalf of the Partnership, by or under the supervision of the Administrator;
- 3.6 the General Partner is remunerated by the Management Fee under the terms of the Partnership Agreement (as amended from time to time) and none of the members of the board of directors of the General Partner is paid a separate fee by the Partnership for acting as board member of the board of directors of the General Partner;
- 3.7 we will provide the General Partner with such information and execute and deliver, or submit through the CVC Remediation Portal, as applicable, such documentation with respect to ourselves and our direct and indirect beneficial owners, underlying investors or other participants in our investment in limited partnership interests in the Partnership as the General Partner, the Administrator and/or the Partnership reasonably requests from time to time, with respect to our identity, citizenship, residency, direct and indirect ownership or control, *inter alia* (and the verification of such information), including, without limitation:
- 3.7.1 (i) U.S. Internal Revenue Service ("IRS") Form W-9, W-8BEN-E, W-8BEN, W-8ECI, W-8EXP or W-8IMY, as applicable, together with any required supporting documentation and any self-certification form or other information required by the General Partner or the Partnership in order to comply with Sections 1471 through 1474 of the Code and any U.S. Department of Treasury regulations, forms, instructions or other guidance issued pursuant thereto, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement ("FATCA"), or otherwise required for the Partnership, the Investment Advisor, the general partners of any of the Additional Partnerships or any other Additional Partnership or, where applicable, any Side Car Vehicle to comply with any relevant legislation, guidance, or inter-governmental agreements relating to international tax compliance, including the Organisation for Economic Co-operation and Development's Common Reporting Standard ("CRS") (FATCA, the CRS and any similar regime being, collectively, "**Tax Reporting Regimes**") and/or (ii) any other documentation necessary to reduce or eliminate withholding or other taxes;
- 3.7.2 information to comply with any law, rule or regulation to which the Partnership, the General Partner and/or the Administrator may be subject, including information as the Partnership, the General Partner and/or the Administrator may require to evaluate and comply with anti-money laundering, anti-financial crime and the countering of terrorist financing laws and related laws, rules and regulations;
- 3.7.3 to the extent applicable, information to effect our transfer and admission to an entity formed to serve as an Additional Partnership or Feeder Vehicle for purposes of the Partnership Agreement (as amended from time to time); and/or
- 3.7.4 information to verify the accuracy of the representations and warranties herein or for any other reasonable purpose,

and we will inform the General Partner in writing of any change in such information within 30 days of such change and provide the General Partner with any updated forms whenever those expire or the information provided has changed, including if the IRS terminates any agreement we entered into under Section 1471(b) of the Code, so as to permit the Partnership, the General Partner and/or the Administrator to evaluate and comply (as applicable) with any legal, regulatory and tax requirements applicable to the Partnership and/or the General Partner, any other Fund Vehicle, our investment in the Partnership or any proposed investments of the Partnership or any other Fund Vehicle, provided that any confidential information so provided shall be kept confidential by the Partnership and the General Partner and, where applicable, the Administrator and shall not be disclosed to any third party without our prior consent unless otherwise provided in this Subscription Agreement, the Partnership Agreement (as amended from time to time) or required by law, any court of law, or any regulatory or tax authority. Failure to provide any required information or documentation may result in this application being delayed or rejected;

- 3.8 in addition to any information required to be provided pursuant to section 3.7 above, we will provide promptly, and update periodically, at any times requested by the General Partner, any information (or verification thereof) the General Partner deems necessary to comply with any requirement imposed by any Tax Reporting Regime;
- 3.9 we agree to waive any provision of law that would, absent a waiver, prevent compliance with such requests and acknowledge that, if we fail to provide such waiver, we may be required by the General Partner to withdraw from the Partnership if necessary to comply with any Tax Reporting Regime. In addition, we acknowledge that if we fail to supply such information on a timely basis, we may be subject to (x) a 30% U.S. withholding tax imposed on certain U.S.-sourced payments and proceeds from the disposition of certain U.S. assets and (y) such other remedies as may be set out in the Partnership Agreement (as amended and/or restated from time to time);
- 3.10 we will promptly notify the General Partner in writing if any information provided to the General Partner pursuant to sections 3.7 or 3.8 above changes;
- 3.11 in consideration of the General Partner agreeing to commence preparations for the Partnership's investment programme and to consider applications for limited partnership interests in the Partnership in accordance with the terms and subject to the conditions of the Partnership Agreement (as amended from time to time), which consideration we confirm to be sufficient, this Subscription Agreement shall be irrevocable until, and we shall not revoke it until and including the later of: (i) the date 90 days after the date hereof; and (ii) 31 December 2017 (the "**Irrevocable Date**"), it being agreed that this section constitutes a collateral contract between us and the General Partner which shall become binding upon the receipt of this Subscription Agreement by the General Partner, its Associates or their agents and that any purported revocation by us of the Commitment for which we are applying (or any part thereof) before the Irrevocable Date shall be void and of no effect, and our application for a Commitment shall remain capable of acceptance or part-acceptance by the General Partner notwithstanding any purported revocation of the Commitment (or any part thereof) by us before that date;



- 3.12 any withdrawal proceeds paid to us will be paid to the same account from which our investment in the Partnership was originally remitted, unless the General Partner, in its sole discretion, agrees otherwise;
- 3.13 one or more placement agents have been or may be retained by the General Partner for the offer and sale of limited partnership interests in the Partnership and will receive a placement fee therefor. We acknowledge and agree that the General Partner may enter into agreements with such placement agent(s), pursuant to which such placement agent(s) may be entitled to a fee payable by the General Partner and/or one or more of its Associates calculated on the basis on Commitments received by the Partnership and the other Fund Vehicles (excluding fees payable in respect of certain investors that are instrumentalities of any state or local government in jurisdictions where applicable law or policy precludes a placement agent from so acting as the Partnership's placement agent or receiving a commitment-based or similar success fee in respect of such investors) and which for the avoidance of doubt shall not be passed on to investors as a Partnership Expense;
- 3.14 subject to section 3.15, this Subscription Agreement and all rights or obligations arising from or in connection with it, whether contractual or non-contractual, are governed by and construed in accordance with the laws of Jersey;
- 3.15 the availability of any rights and benefits purported to be conferred upon a person who is not party to this Subscription Agreement under section 3.2 will be governed by English law so that such rights and benefits may be enforced by persons pursuant to Section 1 of the Contracts (Rights of Third Parties) Act 1999 as if such person was party to this Subscription Agreement;
- 3.16 save to the extent to which the General Partner has otherwise agreed in writing with any Applicant because of the public or governmental entity or similar status of such Applicant, the courts of England and Wales or Jersey shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Subscription Agreement (respectively "**Proceedings**" and "**Dispute**") (including any Proceedings or Dispute regarding the existence, validity or termination of this Subscription Agreement or relating to any contractual or non-contractual obligation arising out of or in connection with this Subscription Agreement) and, for such purposes, we irrevocably submit to the jurisdiction of such courts. In addition, we irrevocably waive any objection which we might now or hereafter have to the courts of England and Wales or Jersey being nominated as the forum to hear and determine any such Proceedings and to settle any such Disputes and agree not to claim any such court is not a convenient or appropriate forum, provided that nothing in this section prevents the General Partner from taking proceedings against an Applicant in the jurisdiction in which it resides, and provided further, that nothing in this section will affect the right of the General Partner or the Applicant to serve process in any manner permitted by law or to bring proceedings in any other jurisdiction for the purpose of the enforcement of any judgment or settlement; and
- 3.17 counsel to the Partnership may also be counsel to the General Partner and/or any of its Associates. The General Partner may execute on behalf of the Partnership and the Partners any consent to the representation of the Partnership that counsel may request pursuant to the New York Rules of Professional Conduct or similar rules in any other jurisdiction (the "**Rules**").

Simpson Thacher & Bartlett LLP and Mourant Ozannes in Jersey have been initially selected as legal counsel to the Partnership (any such legal counsel to the Partnership, "**Partnership Counsel**"). The Applicant acknowledges that Partnership Counsel does not represent the Applicant or any other Limited Partner in connection with the Applicant's or any other Limited Partner's investment in the Partnership, any matters that may arise out of the organisation of the Partnership, the offering of interests in the Partnership, the management, operation and investment activities of the Partnership and any other Partnership matters in the absence of a clear and explicit agreement to such effect between the Applicant and such other Limited Partner and Partnership Counsel (and then only to the extent specifically set forth in that agreement), and that in the absence of any such agreement Partnership Counsel shall owe no duties directly to the Applicant, any other Limited Partner or to the Limited Partners as a group. In the event of any dispute or controversy arising between the Applicant or any other Limited Partner and the Partnership, or between the Applicant or any other Limited Partner or the Partnership, on the one hand, and the General Partner and/or any of its Associates that Partnership Counsel represents, on the other hand, then the Applicant agrees that Partnership Counsel may represent either the Partnership or the General Partner and/or any of its Associates, or both, in any such dispute or controversy to the extent permitted by the Rules, and the Applicant hereby consents to such representation and waives any conflicts arising out of such representation, claims of attorney-client privilege or other basis for opposing Partnership Counsel's playing this role or seeking to disqualify Partnership Counsel to the maximum extent permitted by the Rules. The Applicant further acknowledges that, whether or not Partnership Counsel has in the past represented the Applicant with respect to other matters, Partnership Counsel has not represented the interests of the Applicant or any other Limited Partner in the preparation and negotiation of the Partnership Agreement (as amended from time to time), this Subscription Agreement or any Side Letter.

**SECTION 4: GENERAL REPRESENTATIONS AND WARRANTIES**

4. We hereby declare, represent, warrant, agree and acknowledge (as applicable) that:
- 4.1 we have been furnished and have carefully read the Private Placement Memorandum, this Subscription Agreement, the Partnership Agreement, Form ADV Part 2 of CVC Capital Partners Advisory (U.S.) Inc., a current copy of CVC Group's proxy voting policies and procedures and, to the extent we are a natural person, a current copy of the privacy notice, which is set forth on Appendix B hereof.
- 4.2 we will acquire and hold limited partnership interests in the Partnership for our own account as principal or for one or more separate accounts maintained by us or for the account of one or more pension or trust funds of which we are trustee or otherwise as nominee, agent or trustee for one or more beneficial owners, in each case, for investment purposes only, and not in connection with a trade carried on by us or with a view to or for the re-sale, distribution or fractionalisation thereof, in whole or in part;
- 4.3 we understand that the offering and sale of limited partnership interests in the Partnership and any other Fund Vehicle are intended to be exempt from registration under the Securities Act and any applicable State securities law, and that the Partnership and any other Fund Vehicle will not be registered under the Investment Company Act, and understand that the limited partnership interests may not be offered, sold, transferred or pledged by us or on our behalf except pursuant to an effective registration statement under the Securities Act (the Partnership having no intention of effecting a registration under the Securities Act) or pursuant to an available exemption therefrom and any applicable State securities laws, and in a manner that will not subject the Partnership (or any other Fund Vehicle) to the registration requirements of the Investment Company Act or cause it to be in violation of any provisions thereof. We understand that legends stating that the limited partnership interests in the Partnership have not been registered under the Securities Act or any applicable State securities law and setting out or referring to the restrictions on the transferability and resale of such interests have or will be placed on all relevant documents relating to such interests. We also understand that sales, assignments or transfers of limited partnership interests are further restricted by the terms of the Partnership Agreement (as amended from time to time) and that the General Partner may, in certain circumstances set out in the Partnership Agreement (as amended from time to time), require a Limited Partner to withdraw from the Partnership;
- 4.4 we have such knowledge and experience in financial and business matters as to be capable of evaluating the merits of, and we are able to bear the economic risk of, our investment in the Partnership;
- 4.5 we are in compliance with the legal requirements applicable to us in the jurisdiction in which we were established and/or we are resident and the limited partnership interest in the Partnership has not been offered or promoted to us in violation of any securities laws applicable to us;
- 4.6 unless separately acknowledged in writing by the General Partner on or before the date of acceptance of this Subscription Agreement, there are no governmental orders, permissions, consents, approvals or authorisations that are required to be obtained and/or observed, and no

- registrations or other filings (other than a notice of exempt offering on Form D under the Securities Act or other similar filings under any applicable U.S. state "blue sky" law) are required to be made (in each case whether regarding registration as a lobbyist, investment advisor and/or other status or category, or otherwise (including restrictions on gifts, political contributions or other activities) for the Partnership, the General Partner or their respective Associates or employees) in connection with the purchase of the Interests by the Applicant and/or the Applicant's status as a potential Limited Partner of the Partnership, any other Fund Vehicle or, where applicable, any Side Car Vehicle;
- 4.7 to our satisfaction we have been given sufficient opportunity to ask questions of, and receive answers from, the General Partner or its Associates with respect to the business to be conducted by the Partnership, the financial condition and capital of the Partnership, the terms and conditions of the offering and other matters pertaining to an investment in the Partnership and we have been given the opportunity to obtain such additional information as we considered necessary to verify the accuracy of the information contained in the Private Placement Memorandum or the accuracy of the information that was otherwise provided in order for us to sufficiently evaluate the merits and risks of an investment in the Partnership and make an investment decision in relation thereto and have not been furnished with any other offering literature or prospectus for such purposes except as mentioned herein;
- 4.8 we are purchasing a limited partnership interest in the Partnership relying solely on the information contained in, the Private Placement Memorandum, this Subscription Agreement and the Partnership Agreement, any side letter and any legal opinion(s) issued or to be issued to us in determining whether to make this investment, and in making a decision to invest in the Fund we are not relying on any other oral or written statement with respect to the offering of limited partnership interests in the Partnership by the Partnership, the General Partner or any of their respective Associates, advisers, any placement agent or any partner, officer, director, employee, shareholder or affiliate of any of them;
- 4.9 any materials provided to us (whether by the Partnership, the General Partner, the Investment Advisor or any of their respective Associates or others) in connection with our investment in the Partnership do not purport to be comprehensive or complete or to contain all information or to describe all of the risks and potential conflicts of interest that we may consider material in making a decision to invest in the Partnership;
- 4.10 for the benefit of the General Partner, the Investment Advisor and any of their Associates, none of the General Partner, the Investment Advisor or any of their Associates is acting for us in connection with our subscription or is responsible for providing us with the protections afforded to their clients or for advising us. In particular, none of the General Partner, the Investment Advisor or any of their Associates has provided any investment advice to us or provided us with any other investment service. We agree that none of the General Partner, the Investment Advisor or any of their Associates has advised us on, or is advising us on, the merits of becoming a limited partner in the Partnership, nor is the General Partner, the Investment Advisor or any of their Associates making any recommendation to us in relation to this. We confirm that no representative of the General Partner, the Investment Advisor or any of their Associates has behaved in any way that would lead us to believe otherwise. We have independently evaluated the merits and risks connected with a subscription for a Commitment

to the Partnership and have sought our own independent legal, investment, regulatory and tax advice as we see fit before deciding to participate in the Partnership;

- 4.11 we are aware that an investment in the Partnership involves substantial risks, including but not limited to those set out in the Private Placement Memorandum, and have determined that a limited partnership interest in the Partnership is a suitable investment for us and that, at this time, we have the financial ability to bear the economic risk of our investment in the Partnership, including a complete loss of our Commitment therein, have adequate means for providing for our current needs and possible contingencies and have no need for liquidity with respect to our investment in the Partnership;
- 4.12 with respect to the tax, legal, regulatory, currency and other economic considerations relating to an investment in the Partnership, we have relied only on the advice of, or have only consulted with, our professional advisors and, if we are a feeder fund, fund of funds, investment trust or other vehicle having underlying investors, where appropriate, we have advised any underlying investors to obtain such advice as they may consider necessary with respect to the same;
- 4.13 we are not investing in reliance upon any representation, warranty or guarantee as to the performance to be achieved by the Partnership or the Fund;
- 4.14 we understand that under the terms of the Partnership Agreement (as amended from time to time), Limited Partners cannot withdraw from the Partnership and limited partnership interests cannot be sold, assigned or transferred, except as provided in the Partnership Agreement (as amended from time to time) and as permitted under applicable securities laws. Consequently, we acknowledge that we are aware that we may have to bear the economic risk of our investment in the Partnership until such time as the Partnership is terminated in accordance with the Partnership Agreement (as amended from time to time), which could be twelve years from the Effective Date or later, and, at such time, we could receive distributions in specie of, amongst others, assets that are illiquid;
- 4.15 we are not subscribing pursuant hereto for a limited partnership interest in the Partnership as a result of, or pursuant to: (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site whose information about the Partnership is not password protected) or broadcast over television or radio; or (ii) any seminar or meeting whose attendees had been invited as a result of, or pursuant to, any of the foregoing;
- 4.16 except as may otherwise be agreed in writing with the General Partner, we have held and will hold the Private Placement Memorandum, this Subscription Agreement and the Partnership Agreement together with any related documents (including any Side Letter to be entered into subject to our admission as a Limited Partner in the Partnership and any legal opinions issued in connection with our admission to the Partnership) in confidence and, following acceptance of our subscription and admission to the Partnership as a Limited Partner, as Confidential Information in accordance with the terms of the Partnership Agreement (as amended from time to time), it being understood that the copies received by us are solely for us and not to be duplicated or redistributed by us;

- 4.17 if we are a corporation, partnership, limited liability company, trust or other entity, we are duly organised, formed or incorporated, as the case may be, and validly existing and in good standing under the laws of the jurisdiction of organisation and duly authorised and qualified to become a Limited Partner in, and authorised to subscribe for a Commitment and to make our Capital Contributions to, the Partnership and the individual or individuals signing this Subscription Agreement and giving these representations and warranties, as the case may be, on our behalf have been duly authorised by us to do so and this Subscription Agreement is, and upon acceptance of this Subscription Agreement by the General Partner, this Subscription Agreement and the Partnership Agreement (as amended from time to time) will be, our legal, valid and binding obligations, enforceable against us in accordance with their respective terms;
- 4.18 if we are an individual, we have all requisite power, authority and legal capacity to acquire and hold a limited partnership interest in the Partnership and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by us in connection with this application for a limited partnership interest in the Partnership, and this Subscription Agreement is, and upon acceptance of this Subscription Agreement by the General Partner, this Subscription Agreement and the Partnership Agreement (as amended from time to time) will be, our legal, valid and binding obligations, enforceable against us in accordance with their respective terms;
- 4.19 under the laws of the jurisdiction in which we are constituted, we are a single legal entity with separate legal personality and will, as a result, be regarded as a single legal entity with separate legal personality in the Partnership;
- 4.20 we confirm to the General Partner, the Investment Advisor and their Associates that, to the best of our knowledge and belief, we are a person to whom the Private Placement Memorandum may be circulated without contravention of section 21 of the Act, as amended, and (where we are outside the UK), to the best of our knowledge and belief, we are a person to whom the Private Placement Memorandum may be circulated without contravention of the local laws and regulations applicable in our jurisdiction;
- 4.21 we have been duly notified and, if we are a feeder fund, fund of funds, investment trust or other vehicle having underlying investors we have notified our underlying investors and we hereby acknowledge and accept for ourselves and for each underlying investor that:
- 4.21.1 the Fund has been established in Jersey as an expert fund and is suitable only for those who fall within the definition of “expert investors” published by the Jersey Financial Services Commission (“JFSC”);
- 4.21.2 requirements which may be deemed necessary for the protection of retail or non-expert investors do not apply to expert funds. By executing this Subscription Agreement each Applicant is expressly agreeing that it falls within the definition of an “expert investor” and accepts the reduced requirements accordingly;
- 4.21.3 the JFSC expects any investor which is an investment manager acquiring an interest in the Fund, directly or indirectly, for or on behalf of non-expert investors, to be satisfied that the investment is suitable for the underlying investors and that the

underlying investors are able to bear the economic consequences of investment in the Fund, including the possibility of the loss of the entire investment; and

- 4.21.4 we are wholly responsible for ensuring that all aspects of the Fund are acceptable to us. Investment in expert funds may involve special risks that could lead to a loss of all or a substantial part of such investment. We fully understand and accept the nature of the Fund and the potential risks inherent in the Fund;
- 4.22 in accordance with the Jersey Expert Fund Guide, we hereby confirm that we are an "expert investor" and that where we are acquiring an interest in the Fund, directly or indirectly, for or on behalf of one or more underlying investors that either each underlying investor is an "expert investor" and each underlying investor has received and accepted the investment warning in the form contained at paragraph 4.21 above;
- 4.23 the General Partner and the Partnership will not accept any investment by individuals or entities acting, directly or indirectly, in contravention of any applicable anti-money laundering laws, regulations or conventions, or acting, directly or indirectly, on behalf of or who has traded or transacted with terrorists, terrorist organisations or narcotics traffickers, including those persons or entities that are included on any relevant lists maintained by the United Nations, the North Atlantic Treaty Organisation, the Organisation for Economic Cooperation and Development, the Financial Action Task Force, the U.S. Office of Foreign Assets Control of the U.S. Department of the Treasury (the OFAC), the U.S. Securities and Exchange Commission, the U.S. Federal Bureau of Investigation, the JFSC, the European Union and the Home Office and HM Treasury of the United Kingdom, or that is a "Proscribed Organisation" for the purposes of the UK Terrorism Act 2000 (in each case as may be amended from time to time) (each a "**Prohibited Investment**"), and, to the best of our knowledge, no contribution by us to the Partnership will constitute a Prohibited Investment;
- 4.24 the funds being used to acquire our interest in the Partnership are our funds and are not the funds of any other person or entity, and that we have taken all reasonable steps (including without limitation those that we are required to perform under the laws and regulations applicable to us) to ensure that none of the funds invested at any time by us in the Partnership shall be derived from or related to any activity or source that is deemed criminal under the laws of any applicable jurisdiction;
- 4.25 to the best of our knowledge, no contribution by us to the Partnership shall (a) result in a violation by the Partnership, the General Partner, the board of directors of the General Partner or any of their respective Associates of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the anti-money laundering provisions of the U.S. Patriot Act of 2001 or any other applicable anti-money laundering laws, rules or regulations, or (b) constitute a Prohibited Investment;
- 4.26 to the best of our knowledge, no contribution by us to the Partnership shall result in a violation by the Partnership, the General Partner, the board of directors of the General Partner or any of their respective Associates of: (i) any European Union anti-financial crime laws; (ii) the UK Proceeds of Crime Act 2002, the UK Money Laundering Regulations 2007 or Guidance promulgated by the Joint Money Laundering Steering Group, the Proceeds of Crime (Jersey) Law 1999, the Money Laundering (Jersey) Order 2008 and the Anti-Money Laundering

- Guidance Notes issued pursuant to such law or other relevant anti-money laundering law or regulation; (iii) any prohibitions in force at the time of contribution that are imposed by the JFSC (or any other body with relevant authority); or (v) any other applicable law or regulation in force from time to time, including but not limited to laws or regulations on countering terrorist financing, anti-money laundering or financial or trade sanctions;
- 4.27 to the best of our knowledge, no contribution by us to the Partnership shall result in a violation by the Partnership, the General Partner, the board of directors of the General Partner or any of their respective Associates of any equivalent anti-money laundering or countering of terrorist financing legislation to that set out in sections 4.25 and 4.26 above applicable in any other jurisdiction;
- 4.28 if any representation, warranty or other information contained in sections 4.22 through 4.27 above becomes untrue, the Partnership and the General Partner may be obligated by law to "freeze our account", either by prohibiting additional investments from us, declining any withdrawal requests and/or segregating the assets in the account of the Partnership or any related account in which we have a direct or indirect interest in compliance with governmental regulations, and the Partnership and the General Partner may also be required to report such action and to disclose our identity to OFAC or other regulatory or law enforcement authorities. The General Partner may also be entitled to transfer such amount of our Commitment (including our interests in the Partnership) to another person or take such other action (including, but not limited to, requiring us to withdraw completely from the Partnership or to cease making distributions to us) as it shall deem reasonably necessary to ensure that none of the Partnership, the General Partner, the Investment Advisor, any other Fund Vehicle or any of the investors therein is adversely affected by any of the foregoing (as further described at section 3.2). Neither the Partnership, the General Partner, nor any other CVC Entity nor their respective administrators, consultants or advisers shall have any liability whatsoever for any actions taken in connection with freezing our account or any such reporting or disclosure as a result of any such obligation or requirement described in this section 4.28;
- 4.29 we will furnish any additional information that the General Partner or the Administrator may request to ensure compliance with all laws applicable to the Partnership, the General Partner, the board of directors of the General Partner or the Administrator or any of their respective Associates or their respective administrators, consultants or advisers having to do with anti-money laundering, countering terrorist financing and related activities;
- 4.30 we will notify the General Partner if and as soon as we become aware that any statement made in sections 4.22 to 4.29 has ceased to be true and correct;
- 4.31 save as we have or shall have disclosed in this Subscription Agreement, our Side Letter or otherwise to the General Partner in writing on or prior to acceptance of this Subscription Agreement, we are not subject to any law or to any regulation of any relevant stock exchange or other regulatory authority that would require us to disclose to any person any confidential information which may have come to our knowledge as a result of being or applying to become a Limited Partner in the Partnership concerning:
- 4.31.1 the affairs of the Partnership, including, without limitation, the terms of the Partnership Agreement (as amended from time to time), financial statements or other



financial information regarding the Partnership, or information regarding the performance of the Partnership or any or all of its Investments;

4.31.2 any of the Partners (including their identity); or

4.31.3 concerning any proposed or actual investment by the Partnership,

and we will notify the General Partner immediately of any request made by any third party in respect of the above information subject to any applicable laws or regulations of any governmental or regulatory authority;

- 4.32 save as we have disclosed otherwise in this Subscription Agreement, neither we nor any person controlling or controlled by us (including our officers and directors) nor any of our beneficial owners or any person with a beneficial interest therein (including, if applicable, our underlying investors), nor any person for whom we are acting as agent or nominee in connection with the acquisition of the interests in the Partnership, (a) is a "politically exposed person" (as defined in Section 2A) or (b) is otherwise a prohibited party under the laws of Jersey or the laws of any other applicable jurisdiction;
- 4.33 we: (i) have conducted thorough due diligence with respect to all of our beneficial owners (including, if applicable, our underlying investors); (ii) have established the identities of our beneficial owners (including, if applicable, our underlying investors) and the source of each of their respective funds; and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence. We further represent that we do not know or have any reason to suspect that (a) the monies used to fund our investment in the Partnership have been or will be derived from or related to any illegal activities, including, but not limited to, money laundering activities, and (b) the proceeds from our investment in the Partnership will be used to finance any illegal activities;
- 4.34 any information that we have provided or which we subsequently provide to the General Partner with respect to our identity, ownership, control, name, legal nature, financial position and business experience is true, correct and accurate as of the date of this Subscription Agreement or, if later, the date of provision, and we acknowledge that it has been, and will be, relied on by the General Partner, the board of directors of the General Partner, the Administrator, or any of their respective Associates and those persons with or to whom such information is shared or transferred (as applicable) pursuant to section 4.36 below and if there should be any change in such information which is material to our status as a Limited Partner we will immediately furnish in writing such revised or corrected information to the General Partner;
- 4.35 any information relating to us, if we are an individual, or in relation to any third party individual (including any information with respect to our beneficial owners (including, if applicable, our underlying investors)) (personal data), provided by us to the General Partner and/or the Administrator will be held and processed by the General Partner (and any third party in Jersey to whom they may delegate certain administrative functions in relation to the Fund) and the Administrator in compliance with the relevant data protection legislation and regulatory requirements of Jersey, and, for the purposes of the Data Protection (Jersey) Law 2005 and other relevant data protection legislation which may be applicable, the General

Partner and/or the Administrator, as data controller in respect of such personal data for the purposes of that law, is required to specify the purposes for which it may disclose personal data, which are as follows:

- 4.35.1 verifying the identity of the Applicant and of our beneficial owners (including, if applicable our underlying investors) (if applicable and as appropriate) for the purpose of complying with statutory and regulatory requirements in relation to anti-money laundering procedures;
- 4.35.2 contacting the Applicant with information about other products and services which may be of interest to the Applicant;
- 4.35.3 carrying out the function of General Partner, or, as applicable, administrator of the Partnership and administering partnership interests in the Partnership;
- 4.35.4 meeting the legal, regulatory, contractual, reporting and/or financial obligations of the General Partner (or any third party or agent appointed by the General Partner), the Partnership or the Administrator, in Jersey or elsewhere;
- 4.35.5 disclosing personal data to other functionaries of or advisers to the Partnership or other Fund Vehicles for the purpose of operating the Partnership; or
- 4.35.6 sharing and/or transferring personal data pursuant either to section 4.36 below or a duly executed CDD Consent Form in the form set forth in Appendix E to this Subscription Agreement,

and we further acknowledge and agree that, notwithstanding the foregoing, where appropriate, it may be necessary for the General Partner (or any third party or agent appointed by the General Partner) or the Administrator to: (i) disclose personal data to third-party service providers or agents appointed by such persons to provide services to the investors in the Partnership pursuant to their investment in the Partnership; and/or (ii) transfer personal data outside of the European Economic Area to countries or territories which do not offer the same level of protection for the rights and freedoms of Applicants as Jersey. If the General Partner (or any third party or agent appointed by the General Partner) or the Administrator discloses the personal data to such a third party or agent and/or makes such a transfer of personal data, it will use reasonable endeavours to ensure that any third party or agent to whom the personal data is disclosed or transferred is contractually bound to provide an adequate level of protection in respect of such personal data;

- 4.36 except where we have already provided a duly executed copy of the CDD Consent Form in the form and in accordance with the instructions set out in Appendix E, then notwithstanding anything to the contrary in this Subscription Agreement, for the purposes of or otherwise in connection with complying with applicable CDD requirements and anti-money laundering, anti-financial crime, countering terrorist financing laws and related laws, rules and regulations (“**CDD Legislation**”):

- 4.36.1 the General Partner may share and/or transfer any information which has been and subsequently will be provided by us in respect of our participation as a limited partner in the Partnership (“**Partnership CDD Information**”) with the Administrator,

Partnership Counsel, the Investment Advisor and the general partner(s)/manager(s) and/or administrator(s) of and/or investment advisors to any other CVC Fund (including for these purposes any feeder vehicles investing therein) in which we have invested or propose to invest (each such entity, together with the General Partner, a “CVC Entity”);

- 4.36.2 where applicable, any information which has been and subsequently will be provided by us in respect of our participation in any other CVC Fund (including for these purposes any feeder vehicles investing therein) (“Other Fund CDD Information”) may be shared with, and/or transferred to, one or more CVC Entities;
- 4.36.3 the Partnership CDD Information and Other Fund CDD Information may, subject to any updates thereto provided by us from time to time, be relied upon by each CVC Entity;
- 4.36.4 in respect of each person for whom personal data (including, for example, names, addresses and dates of birth, and other relevant data contained in copies of utility bills and/or passports) has been or is provided to any CVC Entity in connection with the Partnership CDD Information and/or the Other Fund CDD Information, each such person:
- (i) has been notified that such information has been or is so provided to such CVC Entity for the purposes of or otherwise in connection with that CVC Entity’s compliance with applicable CDD Legislation;
  - (ii) has been notified that such information may be stored, processed, transferred and/or shared by or with any CVC Entity;
  - (iii) consents to the storing, processing, transferring and/or sharing of their personal data by or with any CVC Entity;
  - (iv) has duly authorised the Applicant to give the representations and warranties set out in this section 4.36.4 on their behalf;
  - (v) has been furnished and has carefully read the privacy notice set out in Appendix B to this Subscription Agreement with respect to the General Partner’s and/or the Fund administrator’s collection and maintenance of non-public personal information regarding the Applicant; and
  - (vi) has been notified that such information will be handled in compliance with the relevant data protection legislation and regulatory requirements of Jersey, including but not limited to the Data Protection (Jersey) Law 2005 as set forth in section 4.35 above, and hereby accepts responsibility for informing any third-party individual in respect of whom the personal data relates of the disclosure and use of such data in accordance with this provision,

on the basis that any such information or personal data stored, processed, transferred and/or shared will be treated by each CVC Entity storing, processing, transferring, sharing and/or

receiving such information or personal data as confidential information, to be treated in a manner otherwise consistent with the treatment of confidential information as provided in clause 15.3 of the Partnership Agreement; and

- 4.36.5 any CVC Entity may also rely on the agreements, consents, representations and warranties given by us above in sections 4.36.1 to 4.36.4, notwithstanding anything to the contrary in our subscription agreement relating to any other CVC Fund (including for these purposes any feeder vehicles investing therein) in which we participate;
- 4.37 we have carefully read and reviewed the terms of the Partnership Agreement, and in determining to make a Commitment to the Partnership are not relying on any evaluation of such terms by the General Partner or any of its respective Associates;
- 4.38 the execution of this Subscription Agreement, the performance by us of our obligations under the Partnership Agreement (as amended from time to time), the governing documentation of any Side Car Vehicle (as applicable) or any Side Letter (as applicable) and the consummation of the transactions contemplated hereby and thereby will not conflict with, or result in any violation of or default under, or represent a breach of, any provision of any law, regulation or other governing instrument applicable to us, or any material agreement or other instrument to which we are a party or by which we or any of our properties are bound, or any permit, franchise, judgment, decree, statute, rule or regulation applicable to us or our properties;
- 4.39 save as otherwise agreed with the General Partner (but only to the extent such agreement is consistent with the disclosure obligations set out in Article 23(1)(j) of the AIFM Directive), if we are or become the addressee recipient of a Side Letter in connection with our Commitment, we hereby consent to the disclosure of the terms of such Side Letter to those persons whom the General Partner may determine in accordance with Article 23(1)(j) of the AIFM Directive in its sole discretion;
- 4.40 one of the following statements is true and correct (and will continue to be true and correct throughout the entire period during which we hold an interest in the Partnership):
- 4.40.1 we are not a partnership (or entity treated as a partnership for U.S. federal income tax purposes), disregarded entity, grantor trust or S-corporation for U.S. federal income tax purposes (herein a “flow-through entity”) that owns directly or indirectly (and none of our direct or indirect beneficial owners are flow-through entities that will own directly or indirectly) a limited partnership interest in the Partnership; or
- 4.40.2 we are such a “flow-through entity” and either: (a) more than 50% of the value of such flow-through entity (as well as the value of any such flow-through entity that is such a direct or indirect beneficial owner) is attributable to property other than the flow-through entity’s interest in the Partnership; or (b) any such flow-through entity was not formed for the principal purpose or as one of its principal purposes to permit the Partnership to satisfy the 100 partner limitation of U.S. Treasury Regulation Section 1.7704-1(h)(ii); and
- 4.41 (i) we are not currently making (and at the time of our admission as a Limited Partner to the Partnership will not be making) a market in the limited partnership interests in the Partnership

(and/or in any of the Additional Partnerships included as part of the Fund) and will not, at any time after our admission as a Limited Partner, make a market in any such interests; and (ii) we will not sell, transfer or otherwise dispose of all or any part of our limited partnership interest in the Partnership (or any interest therein) on an “established securities market”, a “secondary market”, an “over-the-counter market” or the “substantial equivalent thereof”, in each case within the meaning of Section 7704 of the Code and the U.S. Treasury Regulations promulgated thereunder.

**SECTION 5: U.S. FEDERAL INCOME TAX REPRESENTATIONS FOR U.S. PERSONS**

5. For purposes of section 5.1 below, “U.S. person” or “United States person” under Section 7701(a)(30) of the Code means (i) an individual who is a United States citizen or resident for U.S. federal income tax purposes, (ii) a partnership, corporation or limited liability company organised or incorporated under the laws of the United States, any state thereof or the District of Columbia, (iii) a United States estate (or any other estate whose income from sources outside of the United States is subject to U.S. federal income tax regardless of the source) or (iv) a trust (A) if a court within the United States is able to exercise primary supervision over the trust’s administration and one or more United States persons have the authority to control all of its substantial decisions or (B) if a valid election to be treated as a United States person is in effect with respect to such trust.

5.1 We certify under penalty of perjury that:

5.1.1 our taxpayer identification number provided above is correct;

5.1.2 we are not subject to backup withholding because (i) we are exempt from backup withholding, (ii) we have not been notified by the Internal Revenue Service that we are subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the Internal Revenue Service has notified us that we are no longer subject to backup withholding;

5.1.3 we are a “United States person” for U.S. federal income tax purposes;

5.1.4 the representations we have made on the Internal Revenue Service Form W-9 in our application are true and accurate in all material respects; and

5.1.5 we will inform the General Partner of any change to the representations in this section 5 within 30 days of such change and provide the General Partner with an Internal Revenue Service Form W-9 with the updated information.

**SECTION 6: U.S. FEDERAL SECURITIES LAW AND OTHER REPRESENTATIONS FOR U.S. PERSONS**

6. For purposes of sections 6.1.1 to 6.1.4 below, we are a "U.S. Person" under Regulation S of the Securities Act (said definition being set forth in its entirety in Part C of Appendix A attached hereto), and as such:
- 6.1.1 we hereby declare, represent and warrant that we first learned of the Partnership and the Fund in the State listed in our address above;
  - 6.1.2 we acknowledge that the Partnership will not register as an investment company under the Investment Company Act, nor will it make a public offering of its securities within the United States;
  - 6.1.3 we were offered the limited partnership interests through private negotiations, not through any general solicitation or general advertising; and
  - 6.1.4 if we are other than a natural person (i.e., a partnership, limited liability company, trust, corporation or other entity), we represent that (i) we were not formed for the purpose of investing in the Partnership, (ii) we do not invest more than 40% of our total assets in the Partnership, (iii) our beneficial owners cannot opt in or out of investments made by us, and (iv) our beneficial owners do not and will not contribute additional capital (other than previously committed capital) for the purpose of purchasing a limited partnership interest; provided that if we cannot represent (i), (ii), (iii) and (iv) above, then:
    - (1) we have so indicated to the General Partner separately in writing and have provided the General Partner with such representations and warranties and such other evidence as the General Partner (or its U.S. counsel) reasonably request; and
    - (2) we agree that restrictions (substantially similar to the restrictions contained in clause 9 of the Partnership Agreement (as amended from time to time) on the transfer of limited partnership interests) shall be imposed on the ability of the ultimate direct or indirect beneficial owners of such special purpose entity (or entities) to transfer directly or indirectly their interests in such entity (or entities).

**SECTION 7: U.S. FEDERAL SECURITIES LAW REPRESENTATIONS FOR NON-U.S. PERSONS**

7. As used in section 7.1 herein, the terms “U.S. person” and “United States” shall have the meanings provided in Regulation S under the Securities Act (said definitions being set forth in their entirety in Part C of Appendix A attached hereto).
- 7.1 For purposes of the Securities Act, we hereby declare, warrant and represent that:
- 7.1.1 neither we, nor any other person (if any) on whose behalf we are acquiring a beneficial interest in the Partnership, are “U.S. persons”. We and each person (if any) on whose behalf we are acquiring a beneficial interest in the Partnership have not been offered, and are not acquiring or purchasing, the limited partnership interests in the United States. In addition, we are not funding our investment in the Partnership with funds obtained from U.S. persons. We will notify the General Partner immediately if we and each person (if any) on whose behalf we are acquiring a beneficial interest in the Partnership become a U.S. Person at any time during which we hold or own any interest in the Partnership;
- 7.1.2 all offers to sell and offers to buy the limited partnership interests were made to or by us while we were outside the United States and at the time that our order to buy such interests was originated we were outside the United States, or we are a U.S. dealer or other professional fiduciary acting on behalf of a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a person other than a U.S. person;
- 7.1.3 as a purchaser in a private placement of limited partnership interests which have not been, and will not be, registered under the Securities Act or the securities laws of any other jurisdiction, we are purchasing such interests for our own account unless otherwise indicated and we agree not to distribute or otherwise dispose of any limited partnership interests or any part thereof, or interest therein, in any transaction which would cause the Partnership, any of the other Fund Vehicles or the General Partner to be required to register, or seek an exemption from registration, as an investment company under the Investment Company Act or would be in violation of the Securities Act or any applicable securities laws of any state or other jurisdiction within the United States. The disposition of all or any part of our limited partnership interests shall also be subject to the terms of the Partnership Agreement (as amended from time to time) (in particular the receipt of the prior written consent from the General Partner to any such transfer, resale or other disposition of limited partnership interests). Our overall commitment to the Partnership and other investments which are not readily marketable is not disproportionate to our net worth;
- 7.1.4 we understand that the limited partnership interests in the Partnership and any other Fund Vehicle have not been and will not be registered under the Securities Act or the securities laws of any State within the United States and accordingly may not be offered, sold, transferred or pledged by us or on our behalf in the United States or to a U.S. person unless:



- (1) the limited partnership interests are duly registered under the Securities Act and all applicable State securities laws (the General Partner having no intention of effecting such registration); or
- (2) such offer or sale is made in accordance with the provisions of Regulation S under the Securities Act or pursuant to another exemption from registration;

7.1.5 we will deliver to the General Partner such other representations and warranties as to matters under the Investment Company Act or the Securities Act as the General Partner (or its U.S. counsel) may reasonably request to ensure compliance therewith and the availability of any exemption thereunder;

7.1.6 we agree not to offer, sell, transfer, pledge, hypothecate or otherwise dispose of, directly or indirectly, all or any part of our limited partnership interests in the Partnership or any interest therein, except in accordance with the terms and provisions of the Partnership Agreement (as amended from time to time) and applicable law (including, without limitation, the registration requirements of the Securities Act or an exemption therefrom, and any other applicable securities laws); and

7.1.7 we were offered the limited partnership interests in the jurisdiction listed in our permanent address set forth in Section 1 above.

**EXECUTION PAGES**

**TO BE COMPLETED BY THE APPLICANT**

**1. DATE THE SUBSCRIPTION AGREEMENT**

Insert the date on which the Applicant executes the Subscription Agreement in the box below and ensure that the execution by the Applicant of this Subscription Agreement is witnessed in the appropriate execution block (as more particularly described below).

**IN WITNESS WHEREOF**, the Applicant has executed and delivered this Subscription Agreement (including the powers of attorney granted pursuant to this Subscription Agreement) on 14th day of June, 2017, as follows:

**2. COMPLETE THE EXECUTION BLOCK APPLICABLE TO THE APPLICANT**


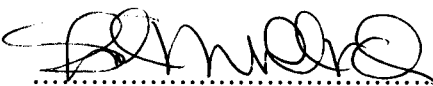
Applicants who are natural persons (i.e. individuals) should complete the execution block immediately below. Applicants who are not natural persons (i.e. corporations, partnerships, limited liability companies, trusts or other entities) should insert the Applicant's own execution clause in the execution block on page 47. The requirement for completion by a witness is in addition to the execution by the Applicant's own authorised signatory(ies).

**FOR COMPLETION BY APPLICANTS WHO ARE NATURAL PERSONS**

Applicant's Name:	_____
	(print or type)
Applicant's Signature:	_____
	(signature)
Applicant's Social Security No. :	_____
Signature of Witness:	.....
Name of Witness:	.....
Address of Witness:	.....
	.....
Occupation of Witness:	.....

**Applicants who are natural persons must enclose a copy of a passport, a driving license or an identity card together with a copy of a recent utility bill, evidencing such person's usual residential address.**

**FOR COMPLETION BY APPLICANTS WHO ARE NOT NATURAL PERSONS**

Commonwealth of Pennsylvania State Employees' Retirement System	
Authorized Signer:	David R. Fillman
Title:	Chairman
Signature:	
Signature of Witness:	
Name of Witness:	Sheila M. Willrich
Address of Witness:	30 North 3rd St, Ste 150
	Harrisburg PA 17101-1716
Occupation of Witness:	Administrative Officer

**Applicants who are not natural persons must also enclose a copy of the relevant signing authority together with any relevant supporting documentation such as board minutes, powers of attorney, etc. when submitting their Subscription Agreement.**


**GENERAL PARTNER'S ACCEPTANCE PAGE**

**(TO BE COMPLETED BY THE GENERAL PARTNER)**

CVC Capital Partners VII Limited hereby accepts this Subscription Agreement as the general partner on behalf of:

**CVC Capital Partners VII (A) L.P.**

for the Commitment set forth below and hereby admits such person as a Limited Partner in respect of such Commitment.

<b>CVC CAPITAL PARTNERS VII LIMITED</b>		<b>Commitment accepted:</b>
By: _____		€ 82,000,000
Name: _____	<b>Carl John Hansen</b>	
	<b>DIRECTOR</b>	
Title: _____		
Date: _____	<b>19 June 2017</b>	

## APPENDIX A

## CERTAIN U.S. SECURITIES RELATED DEFINITIONS

## Part A

DEFINITION OF "INVESTMENTS" FOR PURPOSES OF  
THE INVESTMENT COMPANY ACT

The term "**investments**" means:

1. Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the investor that owns such securities, unless the issuer of such securities is:
  - (i) an investment company or a company that would be an investment company but for the exclusions or exemptions provided by the Investment Company Act, or a commodity pool;
  - (ii) a Public Company (as defined below); or
  - (iii) a company with shareholders' equity of not less than US\$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements; *provided*, that such financial statements present the information as of a date within 16 months preceding the date on which the investor acquires a limited partnership interest in the Partnership;
2. Real estate held for investment purposes;
3. Commodity Interests (as defined below) held for investment purposes;
4. Physical Commodities (as defined below) held for investment purposes;
5. To the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;
6. In the case of an investor that is a company that would be an investment company but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, or a commodity pool, any amounts payable to such investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the investor upon the demand of the investor; and
7. Cash and cash equivalents (including foreign currencies) held for investment purposes.

Real estate that is used by the owner or a Related Person (as defined below) of the owner for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of such owner or a Related Person of the owner, will NOT be considered real estate held for investment purposes; *provided*, that real estate owned by an investor who is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. However, residential real estate will not be deemed to be used for

personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code.

A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by the investor who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or Financial Contracts in connection with such business may be deemed to be held for investment purposes.

“**Commodity Interests**” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

- (i) Any contract market designated for trading such transactions under the U.S. Commodity Exchange Act, as amended (the “**Commodity Exchange Act**”) and the rules thereunder; or
- (ii) Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

“**Financial Contract**” means any arrangement that:

- (i) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;
- (ii) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and
- (iii) is entered into in response to a request from a counter-party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

“**Physical Commodities**” means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

“**Public Company**” means a company that:

- (i) files reports pursuant to Section 13 or 15(d) of the Exchange Act; or
- (ii) has a class of securities that are listed on a Designated Offshore Securities Market, as defined by Regulation S of the Securities Act.

“**Related Person**” means a person who is related to the investor as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the investor, or is a spouse of such descendant or ancestor, provided that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such an owner.

“**Family Company**” means a company, partnership or trust that owns not less than US\$5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or

adoption, spouses of such persons, the estates of such persons, or foundations, charitable organisations or trusts established for the benefit of such persons.

**VALUATION OF INVESTMENTS FOR PURPOSES OF  
THE INVESTMENT COMPANY ACT**

The general rule for determining the value of investments in order to ascertain whether a person is a qualified purchaser is that the value of the aggregate amount of investments owned and invested on a discretionary basis by such person shall be their fair market value on the most recent practicable date or their cost. This general rule is subject to the following provisos:

- (1) In the case of Commodity Interests, the amount of investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and
- (2) In each case, there shall be deducted from the amount of investments owned by such person the following amounts:
  - (a) The amount of any outstanding indebtedness incurred to acquire, or for the purpose of acquiring, the investments owned by such person.
  - (b) A Family Company, in addition to the amounts specified in paragraph (a) above, shall have deducted from the value of such Family Company's investments any outstanding indebtedness incurred by an owner of the Family Company to acquire such investments.

*Special Rules:*

Joint Investments: In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person's investments any investment held jointly with such person's spouse, or investments in which such person shares with such person's spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in the Partnership are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly). There shall be deducted from the amount of any such investments any amounts specified by paragraph 2(a) above incurred by such spouse.

Subsidiary Investments: For purposes of determining the amount of investments owned by a company, there may be included investments owned by majority-owned subsidiaries of the company and investments owned by a company ("Parent Company") of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

Certain Retirement Plans and Trusts: In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person's investments any investments held in an individual retirement account or similar account the investments of which are directed by and held for the benefit of such person.



**DEFINITION OF “UNITED STATES”, “U.S. PERSON”  
AND “NON-UNITED STATES PERSON” FOR PURPOSES OF THE SECURITIES ACT**

Set forth below are the definitions of “United States” and “U.S. person” contained in Regulation S promulgated under the United States Securities Act of 1933.

“United States” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

“U.S. person” means:

- (i) Any natural person resident in the United States;
- (ii) Any partnership or corporation organised 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-United States 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 organised, incorporated, or (if an individual) resident in the United States; and
- (viii) Any partnership or corporation if: (A) organised or incorporated under the laws of any jurisdiction other than the United States; and (B) formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, as amended, unless it is organised or incorporated, and owned, by “accredited investors” (as defined in Rule 501(a) under the United States Securities Act of 1933, as amended) who are not natural persons, estates or trusts.

Notwithstanding the foregoing paragraphs (i) through (viii):

- (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States shall not be deemed to be a “U.S. person”;
- (b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person shall not be deemed to be 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 laws other than those of the United States;
- (c) any trust of which any professional fiduciary acting as trustee is a U.S. person shall not be deemed to be a “U.S. person” if a trustee who is not a U.S. person has sole or shared

investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;

- (d) an employee benefit plan established and administered in accordance with (i) the laws of a country other than the United States and (ii) the customary practices and documentation of such country, shall not be deemed to be a "U.S. person"; and
- (e) any agency or branch of a U.S. person located outside the United States shall not be deemed a "U.S. person" if: the agency or branch (i) operates for valid business reasons, (ii) is engaged in the business of insurance or banking, and (iii) is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

Further, none of 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, or their agencies, affiliates and pension plans, or any other similar international organisation, or its agencies, affiliates and pension plans, shall be deemed to be a "U.S. person".

Set forth below is the definition of "**non-United States person**" contained in Rule 4.7 promulgated under the United States Commodity Exchange Act (the "CEA"), as amended.

A "**non-United States person**" means:

- (i) a natural person who is not a resident of the United States;
- (ii) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-United States jurisdiction and which has its principal place of business in a non-United States jurisdiction;
- (iii) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (iv) an entity organised principally for passive investment such as a pool, investment company or other similar entity provided that units of participation in the entity held by persons who do not qualify as non-United States persons or otherwise as qualified eligible persons (as defined in the CEA) represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the Commission's regulations by virtue of its participants being Non-United States persons; or
- (v) a pension plan for the employees, officers, or principals of an entity organised and with its principal place of business outside the United States.

**APPENDIX B****PRIVACY NOTICE**

CVC CAPITAL PARTNERS VII LIMITED  
 CVC CAPITAL PARTNERS VII (A) L.P.  
 CVC CAPITAL PARTNERS VII (B) L.P.  
 CVC CAPITAL PARTNERS VII (C) L.P.

AND ANY ADDITIONAL PARTNERSHIP FORMING PART OF THE FUND KNOWN AS  
 CVC CAPITAL PARTNERS VII

*Our Commitment to Your Privacy:* We are sensitive to the privacy concerns of our individual limited partners and clients. We have a long-standing policy of protecting the confidentiality and security of information we collect about you. We are providing you this notice to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information.

*Sources of Non-Public Information:* In connection with forming and operating our private investment funds and/or performing asset management services for our limited partners and clients, we collect and maintain non-public personal information from the following sources:

- Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via e-mail, or on subscription agreements, investor questionnaires, applications or other forms, and
- Information about your transactions with us or others, and
- Information captured on our website, including registration information and any information captured via "cookies."

*Disclosure of Information:* We may disclose any of the information we collect, as described above, in connection with fund and/or advised account transactions, partner financial or other reports, or for other purposes relating to raising and managing our funds and overseeing their investments to third parties and our financial service or non-financial service affiliates, including:

- Financial service providers, such as broker-dealers, custodians, banks and others used to facilitate transactions for limited partners and clients or our private funds,
- Other service providers to the general partner, the manager, their affiliates and/or our private funds, such as legal, accounting or tax preparation services,
- Portfolio companies, co-investors in portfolio companies and their respective advisors, if requested in connection with an investment, and

- Other private fund partners or parallel fund partners or investors in alternative investment vehicles in connection with closing documentation, investor reports, financial statements or other investor communications.

To the extent permitted by the applicable limited partnership agreement, we may also disclose non-public personal information about you to third parties as permitted by law or regulation and to service providers.

*Former Limited Partners and Clients:* We maintain non-public personal information of our former limited partners and clients and apply the same policies that apply to current limited partners and clients.

*Information Security:* We consider the protection of sensitive information to be a sound business practice, and to that end we employ physical, electronic and procedural safeguards to protect your non-public personal information in our possession or under our control.

*Further Information:* We reserve the right to change our privacy policies and this Privacy Notice at any time. The examples contained within this notice are illustrations only and are not intended to be exclusive. This notice complies with the privacy provisions of the U.S. Gramm-Leach-Bliley Act. You may have additional rights under other non-U.S. or U.S. laws that may apply to you.

*Opt Out Instructions:* While we feel that the ability to disclose certain non-public personal information about you to our affiliates and to non-affiliated third parties will allow us to best serve you, if you prefer that we not so disclose such information about you and you are an individual or an entity described on the Opt Out Form attached hereto, you may opt out of those disclosures (other than disclosures otherwise permitted or required by law or regulation). To do so, return the completed form to us. If you do not wish to opt out of such disclosures, no action is required by you.

**OPT OUT FORM**

Instructions: Complete and return this form ONLY if you want to opt out of the disclosures described above (other than disclosures otherwise permitted by law or regulation). Note that this form is intended only for Applicants who are individuals and certain entities that are essentially “alter egos” of individuals (e.g., revocable grantor trusts, individual retirement accounts or certain estate planning vehicles). It will not be valid with respect to any institutions, such as pension or employee benefit plans, trusts, charitable organisations, corporations or other investment vehicles.

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX C**

**IRS FORM W-9, W-8IMY, W-8BEN, W-8ECI, W-8 BEN-E, OR W-8EXP, AS APPROPRIATE; CRS SELF CERTIFICATION FORMS, AS APPROPRIATE**

**Please submit complete and correct versions of all required tax documentation through the CVC Remediation Portal, which has been implemented by CVC to electronically collect and validate tax forms. Applicants are requested to register for electronic submission of such forms with CVC. After you have registered, please monitor your inbox for an email sent on behalf of cvcforms.com, which will include additional information about this process.**

The following table provides a brief overview of the relevant Tax Reporting Regime Forms:

IRS Form	FILER	PURPOSE
<b>W-9:</b> Request for Taxpayer Identification Number & Certification	U.S. persons: primarily partnerships, corporations and associations created or organised in the United States or under the laws of the United States. Includes U.S. estates and U.S. trusts.	To (i) verify U.S. status such that withholding, including backup withholding, is not necessary where requirements are met, (ii) provide U.S. person's taxpayer ID number and (iii) verify FATCA status.
<b>W-8BEN-E:</b> Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)	Non-U.S. entities, other than (i) non-U.S. entities that are partnerships or acting as intermediaries ( <i>see W-8IMY below</i> ), and (ii) where income is effectively connected with a U.S. trade or business ( <i>see W-8ECI below</i> ).	To (i) verify non-U.S. status, portfolio interest exception entitlement, and eligibility for treaty benefits, (ii) provide non-U.S. person's taxpayer ID number where necessary (primarily when treaty benefits are claimed), and (iii) verify FATCA status.
<b>W-8ECI:</b> Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States	Non-U.S. persons who receive income that is effectively connected with a trade or business in the United States. For example, a non-U.S. person holding its Interest in the Fund through its U.S. branch.	To (i) verify non-U.S. status and the nature of income received by the filer as ECI, and (ii) provide non-U.S. person's taxpayer ID number where necessary. Note: a W-8ECI is expected to be provided only in limited circumstances, most non-U.S. investors are expected to provide either a W-8BEN-E or W-8IMY.
<b>W-8IMY:</b> Certificate of Foreign Intermediary, Foreign Flow Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting	Non-U.S. partnerships and other flow-through vehicles for U.S. tax purposes (including an entity that has made a "check-the-box" election to be treated as a partnership for U.S. tax purposes); certain non-U.S. trusts and non-U.S. persons acting as intermediaries.	To verify (i) status as a non-U.S. flow-through entity or intermediary for U.S. tax purposes and (ii) FATCA status. In addition, withholding tax forms of partners or other beneficial owners, and a withholding statement must generally be submitted (unless the filer is a "withholding foreign partnership" which will be the case only if the filer has entered into an agreement with the IRS to assume primary withholding responsibility).
<b>W-8EXP:</b> Certificate of Foreign Government or Other Foreign Organisation for United States Tax Withholding and Reporting	Non-U.S. governments, international organisations, certain non-U.S. tax-exempt organisations, non-U.S. private foundations, non-U.S. central banks and similar entities, including sovereign wealth funds.	To verify (i) status as a non-U.S. government or other entity entitled to special U.S. statutory tax benefits and (ii) FATCA status.
<b>CRS Self-Certification Form for Individual Account Holders</b>	Both U.S. and Non-U.S. individuals should complete this form.	To comply with legal requirements based on the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information and under the Automatic Exchange of Information Agreements entered into by the United Kingdom and its Crown Dependencies and Overseas Territories.

IRS Form	FILER	PURPOSE
<b>CRS Self-Certification Form for Entity Account Holders</b>	Both U.S. and Non-U.S. entities of any sort should complete this form.	To comply with legal requirements based on the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information and under the Automatic Exchange of Information Agreements entered into by the United Kingdom and its Crown Dependencies and Overseas Territories.

**If you submit a Form W-8IMY, you generally must also submit (i) Forms W-8BEN-E or W-8EXP for each of your beneficial owners and (ii) an appropriately completed withholding statement. You should consult your tax advisors as to the appropriate IRS form(s) to be submitted.**



## APPENDIX D

## CDD FORM


The General Partner, the Investment Advisor, certain of their Associates and the Administrator are obliged to carry out CDD on each Applicant admitted as a limited partner in the Partnership.

Please complete this form to enable the Administrator to identify the CDD information that may be required from you.

1. <b>Applicant Full Legal Name.</b>	Commonwealth of Pennsylvania State Employees' Retirement System
2. <b>Applicant Trading Name or pseudonyms.</b>	PA SERS
3. <b>Is the legal person executing this Subscription Agreement on behalf of the Applicant a regulated entity?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, the name of the regulator is: _____
4. <b>Is the Applicant a regulated entity?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, the name of the regulator is: _____
5. <b>Is the Applicant a listed entity <u>or</u> a subsidiary of a listed entity?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, the name of the exchange where the Applicant is listed is: _____
6. <b>Source of Funds for investment purposes:</b> Include a description of the activities which lead to the creation of the monies to be invested by the Applicant.	(This section may not be marked N/A or left blank)  <b>Investment income</b>
7. <b>Please provide the contact details of an appropriate person who can be contacted by a Saltgate Limited employee in order to discuss the provision of additional CDD information<sup>10</sup>.</b>	Name: [SEE ATTACHED CORRESPONDENCE CHART] Employer: Phone No.: Email:
8. <b>Please provide the contact details the person completing this form.</b>	Name: <b>David R. Fillman</b> Phone No.: Email: Relationship to the Applicant: <b>Chairman</b>

<sup>10</sup> The contact nominated in this section will be contacted by an employee of the Administrator in order to discuss the specific information which will be required in order to satisfy the CDD requirements.

Executed by:



Applicant/Applicant Representative

5/16/17

Date

Bryan Lewis, CIO

**APPENDIX E****CDD CONSENT FORM RELATING TO CDD INFORMATION****1.1 Background**

To expedite or otherwise assist with the CDD process and requirements with respect to the Applicant's participation in the Partnership and any other CVC Fund in which the Applicant proposes to invest, the Applicant is requested to sign the CDD Consent Form overleaf to provide for the sharing of relevant Partnership CDD Information and Other Fund CDD Information as between the general partner(s) and/or manager(s) and/or investment managers and/or investment advisors and/or administrator(s) of any relevant CVC Fund for the purposes of complying with any applicable CDD Legislation (as such terms are defined in the CDD Consent Form).

**1.2 Instructions**

Please arrange for the CDD Consent Form overleaf to be signed and dated, and for a PDF copy of it to be sent to [cvcii@saltgate.com](mailto:cvcii@saltgate.com) at the earliest opportunity and, in any event, no later than the date on which a first draft of this Subscription Agreement is submitted for review in accordance with page 1 of the instructions to this Subscription Agreement.

Please send the original of the signed CDD Consent Form, marked for the attention of Kate Edwards, to Saltgate Limited, 1 Waverly Place, Union Street, St Helier, Jersey, JE1 1SG.

*CDD Consent Form relating to CDD Information in respect of CVC Capital Partners VII (A) L.P. or such other parallel co-investment vehicle forming part of the fund CVC Capital Partners VII and in which we are applying to be admitted as a limited partner (the “Partnership”)*

To: CVC Capital Partners VII Limited, CVC Capital Partners Jersey Limited and the general partner(s)/manager(s) and administrator(s) of each CVC Fund

For the purposes of or otherwise in connection with complying with applicable CDD requirements and anti-money laundering, anti-financial crime, countering terrorist financing and related laws, rules and regulations (“**CDD Legislation**”),

we, \_\_\_\_\_<sup>11</sup>, hereby:

1. consent to the General Partner sharing and/or transferring any information which has been and subsequently will be provided by us in respect of our participation as a limited partner in the Partnership (“**Partnership CDD Information**”) with Partnership Counsel (as defined in the Subscription Agreement relating to the Partnership), the Investment Advisor, the Administrator and the general partner(s)/manager(s) and/or investment advisors and/or administrator(s) of any other CVC Fund (including for these purposes any feeder vehicles investing therein) in which we have invested or propose to invest (each such entity, together with the General Partner, a “**CVC Entity**”);
2. consent, as applicable, to any information which has been and subsequently will be provided by us in respect of our participation in any other CVC Fund (including for these purposes any feeder vehicles investing therein) (“**Other Fund CDD Information**”) being shared with, and/or transferred to, one or more CVC Entities;
3. agree that the Partnership CDD Information and Other Fund CDD Information may, subject to any updates thereto provided by us from time to time, be relied upon by each CVC Entity; and
4. represent and warrant that, in respect of each person for whom personal data (including, for example, names, addresses and dates of birth, and other relevant data contained in copies of utility bills and/or passports) has been or is provided to any CVC Entity in connection with the Partnership CDD Information and/or Other Fund CDD Information, each such person:
  - (i) has been notified that such information has been or is so provided to such CVC Entity for the purposes of or otherwise in connection with that CVC Entity’s compliance with applicable CDD Legislation;
  - (ii) has been notified that such information may be stored, processed, transferred and/or shared by or with any CVC Entity;
  - (iii) consents to the storing, processing, transferring and/or sharing of their personal data by or with any CVC Entity;

<sup>11</sup> Please insert full name of Applicant.

- (iv) has duly authorised the Applicant to give the representations and warranties set out in sub-sections (i) to (iii) above on their behalf;
- (v) has been furnished and has carefully read the Privacy Notice set out in Appendix B of the Subscription Agreement relating to the Partnership with respect to the General Partner's and/or the Fund administrator's collection and maintenance of non-public personal information regarding the Applicant; and
- (vi) has been notified that such information will be handled in compliance with the relevant data protection legislation and regulatory requirements of Jersey, including but not limited to the Data Protection (Jersey) Law 2005 as set forth in section 4.35 of the Subscription Agreement relating to the Partnership, and hereby accepts responsibility for informing any third-party individual in respect of whom the personal data relates of the disclosure and use of such data in accordance with this provision,

on the basis that any such information or personal data stored, processed, transferred and/or shared as set out above will be treated by each CVC Entity storing, processing, transferring, sharing and/or receiving such information or personal data as confidential information, to be treated in a manner otherwise consistent with the treatment of confidential information as provided in clause 15.3 of the Partnership Agreement.

We agree that any CVC Entity may also rely on the agreements, consents, representations and warranties given above and that the Partnership CDD Information and Other Fund CDD Information referred to above may be stored, processed, transferred, shared and/or received on the basis set out above notwithstanding anything to the contrary contained in our subscription agreement relating to any CVC Fund in which we participate.

Capitalised terms used in this CDD Consent Form shall have the meanings ascribed to them in this Subscription Agreement, save that the term "CVC Fund" shall have the meaning given to it in the Partnership Agreement (as amended from time to time), but for these purposes shall include any feeder vehicles investing therein.

This CDD Consent Form has been executed on the date stated below. The obligations and rights arising hereunder whether contractual or non-contractual shall be governed by and construed in accordance with Jersey law, and the Jersey courts shall have exclusive jurisdiction to settle any disputes or other proceedings in connection with this CDD Consent Form.

*[signature page follows]*

Executed by \_\_\_\_\_<sup>12</sup>

Acting by:

\_\_\_\_\_  
(Authorised signatory)

Date: \_\_\_\_\_

In the presence of this witness:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Occupation)

\_\_\_\_\_ (Address)

\_\_\_\_\_

<sup>12</sup> Please insert full name of Applicant.

**APPENDIX F**

**CONSENT TO ELECTRONIC DELIVERY OF IRS SCHEDULE K-1 AND  
DISCLOSURE STATEMENT**

**CONSENT TO ELECTRONIC DELIVERY OF IRS  
SCHEDULE K-1 AND DISCLOSURE STATEMENT**

As a limited partner of the Partnership, the undersigned hereby consents, notwithstanding anything to the contrary in the Partnership Agreement, to receive IRS Schedule K-1 (“**K-1 statements**”) in respect of the Partnership through electronic delivery. In connection therewith, the undersigned hereby acknowledges the following:

- (i) If the undersigned chooses not to consent to electronic delivery or if the undersigned subsequently withdraws its consent to electronic delivery, paper copies of K-1 statements will be furnished to the undersigned, through mail or hand delivery.
- (ii) This consent applies to each K-1 statement required to be furnished to the undersigned by the Partnership after this consent is given until the undersigned withdraws consent.
- (iii) Notwithstanding the undersigned’s consent, the undersigned is entitled to receive paper K-1 statements upon request. The Partnership will **NOT** treat the undersigned’s request for paper K-1 statements as a withdrawal of consent. If the undersigned wishes to withdraw consent, the undersigned understands that it must do so affirmatively.
- (iv) The undersigned may withdraw consent by contacting [cvc@saltgate.com](mailto:cvc@saltgate.com) in writing. The withdrawal of consent will be effective within 60 (sixty) days of receipt by [cvc@saltgate.com](mailto:cvc@saltgate.com), and CVC will confirm the withdrawal in writing and notify the undersigned of the date on which the withdrawal will become effective. A withdrawal of consent does not apply to a K-1 statement that was furnished electronically before the withdrawal takes effect.
- (v) The undersigned can contact [cvc@saltgate.com](mailto:cvc@saltgate.com) in writing to communicate any changes in its contact information. CVC will email the undersigned if the contact information for [cvc@saltgate.com](mailto:cvc@saltgate.com) changes.
- (vi) The Partnership will cease to furnish K-1 statements, electronically or otherwise, beginning with the year after the year in which the undersigned ceases to be a partner of the Fund.
- (vii) **The K-1 statements will be emailed to the undersigned as a pdf (portable document format) file.** The undersigned may download a free copy of Adobe Acrobat Reader, which will allow the undersigned to view and print the K-1 statements, by visiting <http://get.adobe.com/reader>. This page contains information about the hardware and system software requirements needed to use Adobe Acrobat Reader. Alternatively, the undersigned may be able to use an alternative pdf reader software. The undersigned should consult its computer documentation for information regarding printers compatible with the undersigned’s computer and for storage options for retaining electronic copies of the undersigned’s K-1 statements. K-1 statements may be required to be printed and attached to a Federal, State, or local income tax return.

By signing this Consent to Electronic Delivery of IRS Schedule K-1 and Disclosure Statement, the undersigned hereby (a) consents to electronic receipt of K-1 statements in respect of its interest in the Fund and (b) confirms that the undersigned is able to open pdf documents sent to the undersigned’s email address.

**In Witness Whereof**, the undersigned has caused this Consent to be executed by its duly authorised representative on the date set forth below.



Date: 5/16/17

Commonwealth of Pennsylvania State Employees  
Name of Applicant Retirement System

By: 

Name: Bryan Lewis

Title: CFO

*[signature page follows]*

Executed by \_\_\_\_\_ 13

Acting by:

JAMES G. NOLAN (Authorised signatory) *J.G. Nolan*

Date: 06/14/2017

In the presence of this witness:

*[Signature]* (Signature)

Brian ECKNEY-Muniz (Name)

Attorney (Occupation)

30 N. 3rd Street (Address)

Suite 150

Harrisburg, PA 17101-1716

<sup>13</sup> Please insert full name of Applicant.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Commonwealth of Pennsylvania State Employees' Retirement System</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>state governmental plan</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>3</b> Exemption from FATCA reporting code (if any) <b>C</b> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>30 North Third Street, Suite 150</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Harrisburg PA 17101-1716</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Lizak Bickel, Admin. Officer</i>	Date ▶ <i>June 14, 2017</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

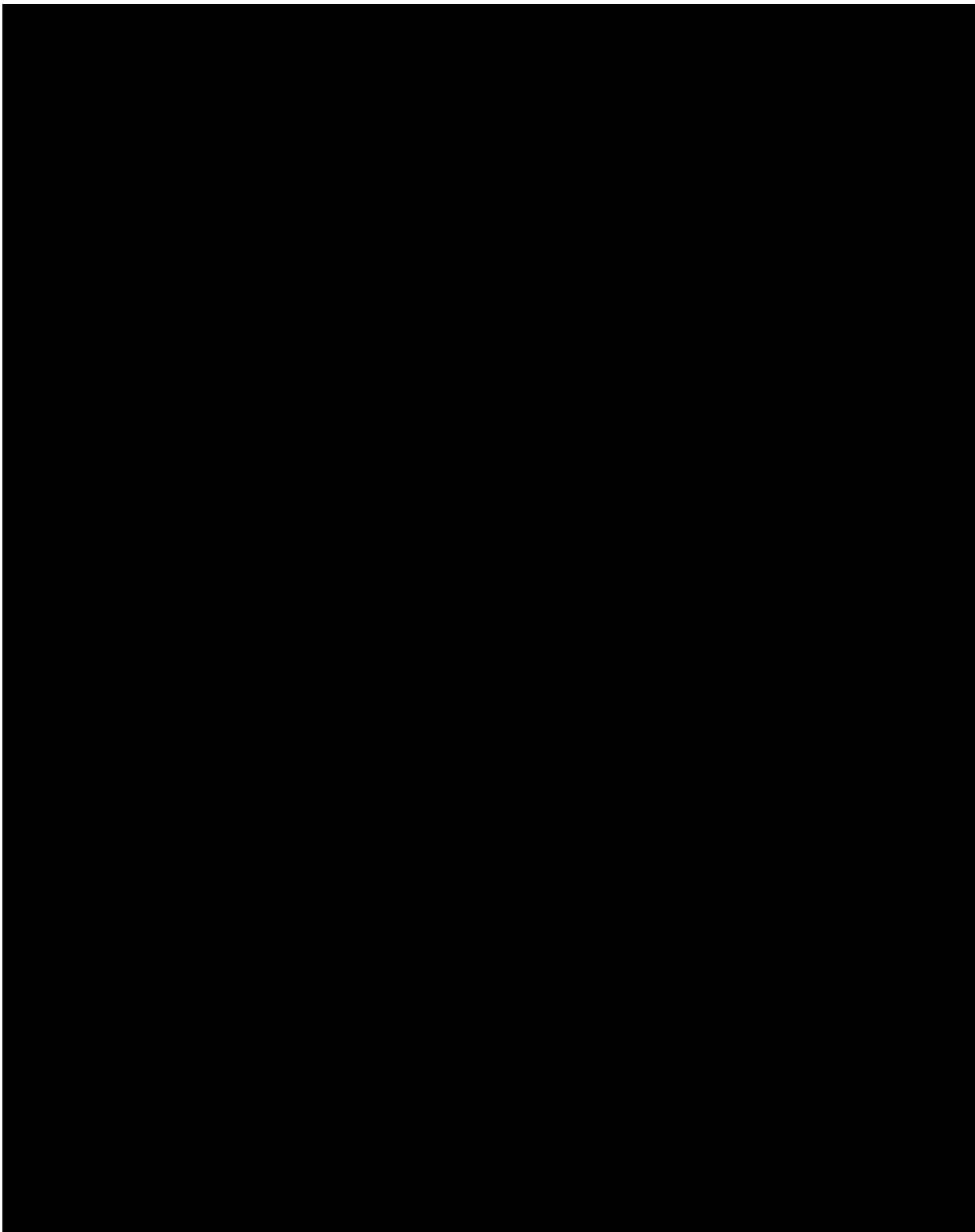
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Delivery Instructions Reference Sheet For  
PENNSYLVANIA STATE EMPLOYEES' RETIREMENT SYSTEM ("SERS")**



Pennsylvania State Employees Retirement System – Correspondence Chart

