



FUNDSERV - INDIVIDUAL

**SUBSCRIPTION APPLICATION AND AGREEMENT  
FOR SERIES B, SERIES F/FA, SERIES M, SERIES USD-B, SERIES USD-F/FA  
AND SERIES USD-M UNITS OF THE RP FUNDS**

**SUBSCRIPTION INSTRUCTIONS**

Please email this completed subscription form to:

RP Funds, c/o Apex Fund Services Ltd.  
Email: [rpia.investorservices@apexfund.com](mailto:rpia.investorservices@apexfund.com)

**And to:**

RP Investment Advisors LP  
39 Hazelton Avenue  
Toronto, Ontario M5R 2E3  
Attention: Client Engagement Team  
Email: [advisorservices@rpia.ca](mailto:advisorservices@rpia.ca)

**If you require further information, please contact:**

RP Investment Advisors LP  
39 Hazelton Avenue  
Toronto, Ontario M5R 2E3  
Attention: Client Engagement Team  
Email: [advisorservices@rpia.ca](mailto:advisorservices@rpia.ca)

***PLEASE KEEP A COPY OF THIS SUBSCRIPTION FOR YOUR RECORDS. Once you have received confirmation of the issuance of Units subscribed for, RP Investment Advisors LP (the "Manager") will be deemed to have delivered to you its acceptance of this Subscription Agreement.***

SUBSCRIBER INFORMATION								
Surname	First Name	Initial						
Street Address	City	Province	Postal Code					
Telephone (Home)	Telephone (Secondary)	Birth Date (yyyy/mm/dd)						
Social Insurance Number (Mandatory)	Email Address							
Principal Business or Occupation		Country of Residence for Tax Purposes						
CO-SUBSCRIBER* INFORMATION								
Surname	First Name	Initial						
Street Address	City	Province	Postal Code					
Telephone (Home)	Telephone (Secondary)	Birth Date (yyyy/mm/dd)						
Social Insurance Number (Mandatory)	Email Address							
Principal Business or Occupation		Country of Residence for Tax Purposes						
<p><b>* Joint Accounts:</b> Each account holder must complete the applicable Schedules. By completing this subscription as co-subscribers, you hereby confirm that the Units are to be held by each of you as joint tenants with a right of survivorship and authorize us to take orders from either of you alone.</p>								
DEALER INFORMATION								
Dealer Name	Telephone	Email Address						
Representative Name (print)	Dealer No. / Rep No.	Account Number	<input checked="" type="checkbox"/> Dealer Authorized Signature					
SUBSCRIPTION INFORMATION								
<b><u>RP Investment Advisors LP</u></b>	<u>Series B</u>	<u>Series F/FA</u>	<u>Series M</u>	<u>Series USD-B</u>	<u>Series USD-F/FA</u>	<u>Series USD-M</u>	<u>Amount (\$)</u>	<u>Effective Date</u>
RP Debt Opportunities Fund Trust								
RP Fixed Income Plus Fund								
RP Select Opportunities Fund								
REGISTRATION INSTRUCTIONS (If left blank, the Units will be registered in the name of the Subscriber(s) as above)								
Name				Account Reference				
Address								

**INVESTOR CERTIFICATE**

The Subscriber (and each co-Subscriber) hereby represents and certifies that the Subscriber is acting for his or her own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following (check one):

- an “Accredited Investor” as defined in applicable securities legislation (complete **Schedule A** – Accredited Investor Certificate and, if applicable, **Schedule B** – Risk Acknowledgement Form), or
- purchasing Units of each indicated Fund under the following prospectus exemption (specify nature and source of exemption):  
\_\_\_\_\_

Is the Subscriber a registrant under Canadian securities legislation?  Yes  No

**DISTRIBUTIONS ELECTION – RP FIXED INCOME PLUS FUND ONLY**

The Subscriber wishes to (check one):

- receive cash distributions **OR**  have distributions re-invested in additional Units of the Fund.

**PURCHASING UNITS THROUGH A REGISTERED DEALER**

The Subscriber acknowledges that unless investing through a fee-based account, the Dealer identified on page 2, may receive a trailing commission from the Manager in respect of the Units purchased by the Subscriber.

The Subscriber authorizes the Manager to (i) provide information to the Dealer regarding the Subscriber’s Unitholdings from time to time and (ii) rely on and accept instructions from the Dealer on the Subscriber’s behalf in connection with subsequent purchases, redemptions and transfers of Units and agrees to indemnify and save harmless each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance of the Manager on any unauthorized instructions provided by the Dealer.

**SIGNATURE OF SUBSCRIBER**

By executing this Subscription Application and Agreement, the Subscriber (together with each co-Subscriber) hereby irrevocably subscribes for Units of RP Debt Opportunities Fund Trust, RP Fixed Income Plus Fund and/or RP Select Opportunities Fund (each, a “Fund”, and collectively, the “Funds” or the “RP Funds”) in the aggregate principal amount(s) as set out above at a price per Unit as described in the confidential offering memorandum of the applicable Fund or Funds, as it may be amended from time to time, relating to the offering of the Units (the “Offering Memorandum”). By submitting this subscription, the Subscriber acknowledges that the Manager is relying on the representations and warranties set out below, acknowledges and agrees to be bound by the terms and conditions of this Subscription Application and Agreement (including all schedules hereto) and certifies that all representations made by him or her are true and complete. This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts.

Dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Subscriber

X

\_\_\_\_\_  
Signature of Co-Subscriber

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## SCHEDULE A- ACCREDITED INVESTOR CERTIFICATE

The Subscriber (or the signatory on behalf of the Subscriber) hereby certifies that the Subscriber is (and will, at the time of acceptance of this Subscription Application and Agreement and any additional subscriptions, be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”) or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below.

The lettering of the categories below corresponds to the most commonly used categories of the definition of “accredited investor” in NI 45-106. However, if the Subscriber qualifies as an “accredited investor” by virtue of a category not included below, please indicate “Other” and specify the relevant category of the “accredited investor” definition.

### PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:

- \_\_\_\_\_ (d) a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer,
- \_\_\_\_\_ (e) an individual registered under the securities legislation of a province or territory of Canada as a representative of a person referred to in paragraph (d),
- \_\_\_\_\_ (e.1) an individual formerly registered under the securities legislation of a province or territory of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- \_\_\_\_\_ (j) an individual who, either alone or with a spouse, beneficially owns financial assets (as defined below\*), having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000. **PLEASE ALSO COMPLETE SCHEDULE B.**
- \_\_\_\_\_ (j.1) an individual who beneficially owns financial assets (as defined below\*) having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
- \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, **PLEASE ALSO COMPLETE SCHEDULE B.**
- \_\_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets (as defined below\*) of at least \$5,000,000 **PLEASE ALSO COMPLETE SCHEDULE B.**
- \_\_\_\_\_ Other, please specify: \_\_\_\_\_

#### \* Definitions:

“**financial assets**” means (i) cash, (ii) securities, or (iii) a contract of insurance, deposit or an evidence of a deposit that is not a security for the purposes of securities legislation (the value of an investor’s personal residence or other real estate is not included in the calculation of financial assets);

“**net assets**” means all of the investor’s assets minus all of the investor’s liabilities;

## SCHEDULE B – RISK ACKNOWLEDGEMENT FORM

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER	
<b>1. About your investment</b>	
Type of securities: <b>Trust Units</b>	Issuer: <input type="checkbox"/> <b>RP Debt Opportunities Fund Trust</b> <input type="checkbox"/> <b>RP Fixed Income Plus Fund</b> <input type="checkbox"/> <b>RP Select Opportunities Fund</b>
Purchased from Issuer: <b>Yes</b>	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of <input type="checkbox"/> <b>CDN\$</b> <input type="checkbox"/> <b>US\$</b> _____ <i>[Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment. <i>[Note: please read the Offering Memorandum of the Fund(s) delivered with this Subscription Application and Agreement and note the section entitled “Unitholder Reporting”.]</i>	
<b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. <i>[Note: The Manager will only accept a subscription from the Subscriber if the salesperson identified in section 5 below is a dealing representative of the Manager or of another registered dealer.]</i> To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	<b>Your initials</b>
<ul style="list-style-type: none"> <li>• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)</li> </ul>	
<ul style="list-style-type: none"> <li>• Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.</li> </ul>	
<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.</li> </ul>	
<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)</li> </ul>	

<b>4. Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. <i>[Note: The information in sections 1, 5 and 6 must be completed before the Subscriber completes and signs the form.]</i>	
First and last name (please print):	
Signature: X	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the Manager, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment, please contact:</b>	
RP Funds c/o RP Investment Advisors LP 39 Hazelton Avenue Toronto, Ontario M5R 2E3 Attention: Client Engagement Team Email: <a href="mailto:advisorservices@rpia.ca">advisorservices@rpia.ca</a> Telephone: (647) 776-2566	
<b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b>	

## SCHEDULE D – SUBSCRIPTION TERMS AND CONDITIONS

### SERIES B, SERIES F/FA, SERIES M, SERIES USD-B, SERIES-USD F/FA AND SERIES USD-M UNITS

#### *General*

The Subscriber named above under “Subscriber Information” acknowledges the information contained in the confidential offering memorandum of RP Debt Opportunities Fund Trust dated April 18, 2018, the confidential offering memorandum of RP Fixed Income Plus Fund dated March 15, 2019 and/or the confidential offering memorandum of RP Select Opportunities Fund dated April 18, 2018, each as it may be amended from time to time (each, an “**Offering Memorandum**”), as applicable, including in particular those investment considerations described therein under the heading “Risk Factors”. Unless otherwise defined or the context otherwise requires, all capitalized terms used in this subscription application and agreement, including the Schedules hereto (the “**Subscription Agreement**”), have the meanings given in the respective Offering Memorandum. RP Debt Opportunities Fund Trust, RP Fixed Income Plus Fund and RP Select Opportunities Fund are referred to in this Subscription Agreement collectively as the “**Funds**” and each, a “**Fund**”.

The Subscriber acknowledges that investment in the Fund(s) is subject to the acceptance of this subscription by RP Investment Advisors LP (the “**Manager**”) and to certain other conditions set forth in the Offering Memorandum and in the amended and restated master declaration of trust governing the affairs of the Funds, dated as of November 1, 2016, as it may be amended from time to time (the “**Declaration of Trust**”). (The Declaration of Trust is available upon request.) The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this Subscription Agreement shall be effective upon the approval of the Manager and the deposit of the Subscriber’s subscription proceeds into any of the applicable Funds’ accounts. The Subscriber shall become bound by the terms of the Declaration of Trust upon acceptance of this Subscription Agreement. This Subscription Agreement and subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated below if this subscription is not accepted. If the subscription is accepted only in part, that portion of the subscription price for the Units which is not accepted will be promptly delivered or mailed to the Subscriber without interest or penalty. Subscription funds received prior to a Subscription Date will be kept in a segregated account (without interest accruing) in trust for the Subscriber pending acceptance of the subscription.

**The representations, warranties, covenants and acknowledgments of the Subscriber contained in this Subscription Agreement shall survive the completion of the purchase and sale of the Units and any subsequent purchase of Units by the Subscriber (unless a new subscription agreement is executed at the time of the subsequent purchase). The Subscriber undertakes to notify the Manager immediately at the address set forth above of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription Agreement.**

#### *General Representations and Warranties*

The Subscriber represents, warrants, certifies, acknowledges and covenants to and in favour of each Fund in which the Subscriber is investing, as applicable, and the Manager as follows:

- (1) the Subscriber will advise the Manager in writing if the Subscriber is or becomes a non-resident for the purposes of the *Income Tax Act* (Canada);
- (2) the Subscriber has attained the age of majority and has the legal capacity and competence to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (3) this Subscription Agreement, when accepted, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms;
- (4) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he or she is or may be bound;
- (5) the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction set out under “Name and Address of Subscriber” under “Subscriber Information” above and is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;
- (6) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Manager;

- (7) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation; and
- (a) the Subscriber may be restricted from using the civil remedies available,
  - (b) the Subscriber may not receive certain information, and
  - (c) the Fund is relieved from certain obligations,
- under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
- (8) the Subscriber has received and reviewed the Offering Memorandum and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the business and affairs of the Fund, the Units and the subscription hereby made;
- (9) the Subscriber will not knowingly transfer his or her Units in whole or in part to a person without the approval of the Manager and will do so only in accordance with applicable securities laws;
- (10) the investment portfolio and trading procedures of each Fund are proprietary to the Fund and the Manager and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the Manager;
- (11) if the Subscriber is a non-resident person, distributions paid in cash will be net of applicable withholding taxes or, if the distributions are reinvested, they will be reinvested after applicable taxes have been withheld; and
- (12) the Subscriber will execute and deliver all documentation and provide all such further information to the Manager as may be required from time to time in order for the Manager to satisfy its obligations under applicable securities legislation and anti-money laundering and anti-terrorist financing legislation, and to satisfy domestic and foreign tax reporting and similar filings, even though the Manager may be relying on the Subscriber's Agent identified on page 2 to collect such information at first instance.

#### ***Purchasing as Bare Trustee or Agent***

If a person is executing this Subscription Agreement as bare trustee or agent (including, for greater certainty, a dealing representative, a portfolio manager or comparable adviser) on behalf of the Subscriber (the "**principal**"), such person must provide evidence of such person's authority satisfactory to the Manager and hereby separately represents and warrants to the Manager that (i) such person is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, (ii) this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal, (iii) it acknowledges that the Manager is required by law to disclose to certain regulatory and taxation authorities the identity of and certain information regarding the principal and has provided all the information concerning the principal as required by this Subscription Agreement and will provide any such further information as may hereafter be required; and (iv) for the purpose of assisting the Manager in filing with the Ontario Securities Commission its consolidated Monthly Report under section 83.11 of the *Criminal Code* (Canada), section 7 of the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (UN SupTerror), section 5.1 of the United Nations Al-Qaida and Taliban Regulations (UN Al-Qaida), section 11 of the Regulations Implementing the United Nations Resolution on Iran (UN Iran), section 11 of the Regulations Implementing the United Nations Resolution on the Democratic People's Republic of Korea (UN NKorea) and all such other similar applicable regulations, the principal is not a "Designated Person" for the purposes of such regulations, and the bare trustee or agent will immediately advise the Manager if there is a change in such status. Such bare trustee or agent agrees to indemnify each of the Funds (as applicable) and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance by such Fund(s) or the Manager on such representation and warranty.

#### ***Financial Reporting***

The Subscriber hereby agrees that, until he or she elects otherwise, the Subscriber does not want to receive annual and interim financial statements in respect of the Fund(s). The Subscriber understands that he or she may change this instruction by completing **Schedule C**.



### ***Consent to Electronic Delivery of Documents and other Email Communications***

Unless otherwise instructed in **Schedule C**, the Subscriber consents to the delivery of financial information and other reports electronically at the email address set out under “Subscriber Information” above. **Furthermore, by signing this Subscription Agreement, the Subscriber also consents to receiving updates, promotional emails and other commercial electronic messages from the Manager** unless the Subscriber withdraws consent by checking the box in Schedule C or otherwise notifies the Manager.

The Subscriber hereby acknowledges that where any subscription agreement, redemption request, transfer request or other document (“**Document**”) is sent to the Manager or the Administrator by way of facsimile or electronic transmission the fact that a transmission report produced by the originator of such transmission discloses that the transmission was sent will not be sufficient proof of receipt by the Manager and the Administrator. Neither the Manager nor the Administrator will be liable for any loss arising as a result of acting or failing to act on the basis of any Document sent by facsimile or electronic transmission. The Subscriber agrees to indemnify the Manager and the Administrator from and against any and all actions, losses, costs, charges, expenses and demands of any and every kind which may at any time hereafter be incurred by the Manager or the Administrator in consequence of accepting and acting upon or failing to act upon any Document sent as aforesaid.

### ***Anti-Money Laundering and Anti-Terrorist Financing Legislation***

In connection with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Subscriber has provided to his or her dealer all information and documentation required under applicable anti-money laundering and anti-terrorist financing legislation. The Subscriber acknowledges that the Manager may require a copy of some or all of such information and documentation, and/or additional information and documentation from time to time, in order for the Manager to discharge all of its obligations under such legislation.

The Subscriber acknowledges and agrees that the Subscriber may encounter delays in effecting redemptions or in receiving distributions or other payments from the Fund(s), and may be required to redeem from the Fund(s), if information requested by the Manager or the Administrator or any of the other agents or service providers of the Fund(s) is not provided in a timely manner. In the event of any such delay, the Subscriber shall indemnify the Manager, the Fund(s) or the Administrator (as the case may be), and hold it harmless, against any loss resulting from such delay. The Subscriber acknowledges and agrees that redemption proceeds or other amounts paid to the Subscriber will be paid only to an account in the Subscriber’s name.

The Subscriber acknowledges that (i) the Manager or the Administrator, or any of the other agents or service providers of the Fund(s), may monitor communications, investments, redemptions, and other payments; (ii) the Manager or the Administrator may be required to report any suspicious activity to appropriate authorities; (iii) in the course of making investments, the Manager or the Administrator may disclose information contained in this Subscription Agreement or otherwise provided by the Subscriber to third parties; and (iv) the Manager or the Administrator may disclose information contained in this Subscription Agreement or otherwise provided by the Subscriber to applicable government authorities for anti-money laundering and anti-terrorist financing purposes.

The Subscriber acknowledges that, if the Subscriber is or becomes named on or blocked by any Prohibited List, or if the Manager or the Administrator is otherwise required by law, the Manager or the Administrator may freeze the Subscriber’s investment, by prohibiting additional investments, declining redemption requests or segregating assets constituting the investment in accordance with applicable regulations, or the Subscriber may be required to redeem Units of the Fund(s). In such event, the Subscriber shall indemnify the Manager, the Fund(s) and the Administrator, and hold them harmless, against any resulting loss.

**All information in this Subscription Agreement, unless otherwise indicated, shall be deemed to be as of the date of the Subscription Agreement. If any information provided by the Subscriber in this Subscription Agreement subsequently changes, the Subscriber must inform the Manager and the Administrator immediately.**

### **Foreign Tax Reporting**

Pursuant to the Foreign Account Tax Compliance Act ("FATCA"), Canada has entered into the Intergovernmental Agreement for the Enhanced Exchange of Tax Information under the Canada-United States Tax convention (the "Agreement"), signed on February 5, 2014,. Furthermore, Canada's automatic exchange of financial account information arrangements with jurisdictions other than the U.S. has been implemented in accordance with the Organization for Economic Co-operation and Development Common Reporting Standard ("CRS"), effective July 1, 2017. In accordance with this and under applicable Canadian legislation, the Manager is required under Part XVIII and Part XIX of the Income Tax Act to collect the relevant information pertaining to the tax status of each Subscriber. The information is required to determine if the Manager is required to report the Subscriber's financial account to the Canada Revenue Agency ("CRA"). The CRA may share this information with the government of a foreign jurisdiction that you are resident of for tax purposes. In the case of the U.S. the CRA may also share the information with that country's government if you are a U.S. Resident, U.S. Citizen or applicable U.S. Person, as defined in the Agreement. Under CRS requirements, the Manager must report to the CRA details and certain financial information relating to subscribers who are residents in a country outside of Canada and the U.S. which has adopted the CRS. The CRA is expected to provide that information to the tax authorities of the relevant jurisdiction that has adopted the CRS.

The Subscriber's Agent must promptly inform the Manager if any of the information provided changes and may request information from the Manager on whether their account information has been reported to the CRA and what information was provided. The Subscriber acknowledges that if the Manager is required to report information to the CRA in connection with the Subscriber's investment in a Fund, such report shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise. Furthermore the Subscriber acknowledges that it remains solely responsible for determining the tax status of the Investor and to comply with all related and applicable CRA due diligence and reporting requirements in that regard.

### **Privacy Policy**

Attached as **Schedule E** hereto is a copy of the Manager's Privacy Policy. By signing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of his or her personal information in accordance with such policy.

### **Indemnity**

The Subscriber agrees to indemnify each of the applicable Funds and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on the representations, certifications and covenants of the Subscriber by such Fund or the Manager, as the case may be. Any signatory signing on behalf of the Subscriber as agent or otherwise represents and warrants that such signatory has authority to bind the Subscriber and agrees to indemnify each applicable Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on such representation and warranty.

### **Governing Law**

This Subscription Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. By the Subscriber's execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

### **Language**

The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. *Les parties reconnaissent leur volonté expresse que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.*

## SCHEDULE E - PRIVACY POLICY

### RP INVESTMENT ADVISORS LP

The privacy of our investors is very important to us. Set forth below are our policies with respect to personal information of subscribers, investors and former investors that we collect, use and disclose. In connection with the offering and sale of units (the “Units”) of RP Debt Opportunities Fund Trust, RP Fixed Income Plus Fund and RP Select Opportunities Fund (each, a “Fund” and collectively, the “Funds”), we collect and maintain personal information about subscribers. We collect their personal information to enable us to provide them with services in connection with their investments in the Funds, to meet legal and regulatory requirements and for any other purpose to which they may consent in the future. Their personal information is collected from the following sources:

- subscription agreements or other forms that they submit to us;
- their transactions with us and our affiliates; and
- meetings and telephone conversations with them.

Unless a subscriber otherwise advises, by providing us with their personal information they have consented to our collection, use and disclosure of their information as provided herein. We collect and maintain their personal information in order to give them the best possible service and allow us to establish their identity, protect us from error and fraud, comply with the law and assess their eligibility in our products.

We may disclose their personal information to third parties, when necessary, and to our affiliates in connection with the services we provide related to their subscription for Units of the Fund, including:

- financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Fund;
- other service providers to the Fund, such as accounting, legal, or tax preparation services; and
- taxation and regulatory authorities and agencies.

We seek to carefully safeguard their private information and, to that end, restrict access to personal information about them to those employees and other persons who need to know the information to enable us to provide services to them. Each employee of RP Investment Advisors LP is responsible for ensuring the confidentiality of all personal information they may access.

Investors’ personal information is maintained on our networks or on the networks of our service providers and are accessible at 39 Hazelton Avenue, Toronto, Ontario M5R 2E3. Personal information may also be stored on a secure off-site storage facility. An investor may access their personal information to verify its accuracy, to withdraw their consent to any of the foregoing collections, uses and/or disclosures being made of their personal information and may update their information by contacting RP Investment Advisors LP at the following number: (647) 776-1777. Please note that an investor’s ability to participate in the Fund may be impacted should they withdraw their consent to the collection, use and disclosure of their personal information as outlined above.

**Investors should be aware that the Funds in which you invest are required to file with each relevant Canadian securities regulatory authority a report setting out personal information such as the Subscriber’s name and address, the class and series of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by such regulatory authorities under the authority granted to them in securities legislation, for the purposes of the administration and enforcement of their governing securities legislation. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by each such regulatory authority. The following officials can answer questions about the indirect collection of the information:**

#### **Ontario Securities Commission**

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

#### **Alberta Securities Commission**

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

#### **British Columbia Securities Commission**

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

**The Manitoba Securities Commission**

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

**Financial and Consumer Services  
Commission (New Brunswick)**

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

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

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

**Government of the Northwest  
Territories  
Office of the Superintendent of  
Securities**

P.O. Box 1320  
Yellowknife, Northwest Territories  
X1A 2L9  
Attention: Deputy Superintendent,  
Legal & Enforcement  
Telephone: (867) 920-8984  
Facsimile: (867) 873-0243

**Nova Scotia Securities Commission**

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

**Government of Nunavut  
Department of Justice**

Legal Registries Division  
P.O. Box 1000, Station 570  
1st Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0  
Telephone: (867) 975-6590  
Facsimile: (867) 975-6594

**Prince Edward Island Securities  
Office**

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

**Autorité des marchés financiers**

800, Square Victoria, 22e étage  
C.P. 246, Tour de la Bourse  
Montréal, Québec H4Z 1G3  
Telephone: (514) 395-0337 or  
1-877-525-0337  
Facsimile: (514) 864-6381  
Email:  
fonds\_dinvestissement@lautorite.qc.ca

**Financial and Consumer Affairs  
Authority of Saskatchewan**

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

**Government of Yukon**

Department of Community Services  
Law Centre, 3rd Floor  
2130 Second Avenue  
Whitehorse, Yukon Y1A 5H6  
Telephone: (867) 667-5314  
Facsimile: (867) 393-6251