

## INVESTMENT ADVISOR SUBSCRIPTION PROCEDURE

1. Ensure that the subscription agreement has been completed in **FULL** by the subscriber
2. A Subscription Agreement must be signed by your client, prior to any trades being made.
3. All purchases for the **Ninepoint-TEC Private Credit Fund** must be placed **by the Dealer** along with the completed and signed Subscription Document. It should be noted that the Funds are valued on the last business day of the month. Subscriptions can be placed at any time during the month and will be processed on the valuation date.
  - a. If you are subscribing as an Accredited Investor, you must check the applicable box on the **(Schedule A Certificate of Accredited Investor page)**
  - b. **Please Note:** If a corporation is subscribing as an Accredited Investor, it must meet the definition of “Accredited Investor” applicable to corporations (Articles of Incorporation are also required). Please contact your registered dealer if you require further clarification
  - c. *Please be sure to sign Schedule A. Sign Schedule B or Schedule C if applicable*

**All inquiries regarding the placement or settlement of trades should be directed to CIBC Mellon (our back office) at 1.877.358.0540 or contact [URKClientServices@CIBCMellon.com](mailto:URKClientServices@CIBCMellon.com)**

**IMPORTANT NOTE:** A completed Subscription form is required for all purchases of Ninepoint Alternative Strategies Funds. Ninepoint Partners LP requires the Subscription forms to be sent in **before the last business day of the month**. If the Subscription forms are not received **in good order**, by 4 PM EST on the third business day following month end, it is understood and agreed that **the purchase of the Fund may be cancelled**.

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**A completed Subscription form must be sent by:**

- fax to 416.643.3616 or 1.855.884.0493
- email [RKAccountAdmin@CIBCMellon.com](mailto:RKAccountAdmin@CIBCMellon.com)



**CIBC Mellon**  
**c/o Ninepoint Partners LP**  
**Attn: Imaging Dept.**  
1 York Street, Suite 900,  
Toronto, Ontario M5J 0B6 Canada  
Fax: 416.643.3616  
Toll-free Fax: 1.855.884.0493

## NINEPOINT-TEC PRIVATE CREDIT FUND - SUBSCRIPTION FORM

|   |                                    |                                  |                                   |                                   |
|---|------------------------------------|----------------------------------|-----------------------------------|-----------------------------------|
| <b>ITEM 1. SUBSCRIBER INFORMATION</b>   |                                    |                                  |                                   |                                   |
| (the person or entity identified in this Item 1 being hereinafter referred to as the “Subscriber”)  |                                    |                                  |                                   |                                   |
| <b>If the Subscriber is an Individual:</b>  | Surname                            | First Name                       |                                   | Middle Initial(s)                 |
|   | Address                            | City                             | Province                          | Postal Code                       |
|   | Telephone (Home)                   | Telephone (Business)             | Fax Number                        | E-mail Address                    |
|   | Date of Birth                      | Social Insurance Number          | Employer’s Name and Address       |                                   |
|   |                                    |                                  |                                   |                                   |
| <b>If the Joint Subscriber is an Individual:</b>  | Surname                            | First Name                       |                                   | Middle Initial(s)                 |
|   | Address                            | City                             | Province                          | Postal Code                       |
|   | Telephone (Home)                   | Telephone (Business)             | Fax Number                        | E-mail Address                    |
|   | Date of Birth                      | Social Insurance Number          | Employer’s Name and Address       |                                   |
|   |                                    |                                  |                                   |                                   |
| <b>If the Subscriber is an Entity:</b>  | Name of Entity                     |                                  |                                   |                                   |
|   | Address                            | City                             | Province                          | Postal Code                       |
|   | Telephone (Business)               | Fax Number                       | E-mail Address                    |                                   |
|   | Date of Incorporation or Formation | Business Identification Number   |                                   |                                   |
|   |                                    |                                  |                                   |                                   |
| ** <i>Entities must provide a notarized copy of its articles of incorporation, partnership agreement, trust agreement or other constating document.</i> |                                    |                                  |                                   |                                   |
| <b>Registration Instructions:</b> (If there are no instructions below, the Units will be registered in the name of the Subscriber as set out above).    |                                    |                                  |                                   |                                   |
| Name: _____   |                                    | Account Reference: _____         |                                   |                                   |
| Address: _____  |                                    |                                  |                                   |                                   |
| <b>ITEM 2. SUBSCRIPTION INFORMATION</b>   |                                    |                                  |                                   |                                   |
| <b>Initial Subscription Amount:</b>   | \$ _____                           |                                  |                                   |                                   |
| <b>Additional Subscription Amount:</b>  | \$ _____                           |                                  |                                   |                                   |
| <b>Class of Units Purchased (check one):</b>  | <input type="checkbox"/> Class A1  | <input type="checkbox"/> Class E | <input type="checkbox"/> Class F1 | <input type="checkbox"/> Class FT |
|   | <input type="checkbox"/> Class T   | <input type="checkbox"/> Class I | <input type="checkbox"/> Class I1 | <input type="checkbox"/> Class I3 |
| Number and kind of securities of the Fund presently held, directly or indirectly, if any:   |                                    |                                  |                                   |                                   |
| State whether Subscriber is an Insider* of the Fund:  | <input type="checkbox"/> Yes       | <input type="checkbox"/> No      |                                   |                                   |
| State whether Subscriber is a Registrant under applicable securities legislation:   | <input type="checkbox"/> Yes       | <input type="checkbox"/> No      |                                   |                                   |

**ITEM 3. SECURITIES LAW EXEMPTIONS**

The Subscriber hereby confirms that he, she or it is acting for the Subscriber’s own account and is purchasing the Units as principal, to be held for investment purposes only and not with a view to resale, and is one of the following (*check the appropriate box*):

**Accredited Investor**

an “accredited investor” as such term is defined in National Instrument 45-106 *Prospectus Exemptions* or Section 73.3 of the *Securities Act* (Ontario) (*Accredited investors must complete the Certificate of Accredited Investor set out in Schedule “A” attached hereto and in certain cases, the Form for Individual Accredited Investors set out in Schedule “B” attached hereto*); or

**\$150,000 Minimum Amount Investment**

not an individual, making a firm commitment to invest an aggregate initial investment amount of at least \$150,000; or

**Subsequent Top-up Investment**

purchasing Units with an aggregate acquisition cost of less than \$150,000, but has already purchased and continues to own Units which have an aggregate initial acquisition cost or current Net Asset Value equal to at least \$150,000.

**ITEM 4. DISCRETIONARY ADVISOR**

In connection with the purchase, did you select box “Q” as set out in *Schedule “A” the Certificate of Accredited Investor* form?  Yes  No

If yes, did you attach the *List of Subscribers* in the format attached as *Schedule “C”*?  Yes  No

**ITEM 5. SIGNATURE OF THE SUBSCRIBER**

The Subscriber hereby certifies that the Subscriber has read this Subscription Form and the Offering Memorandum (as hereinafter defined) and irrevocably subscribes for such number of Units of Ninepoint-TEC Private Credit Fund as may be purchased with the subscription amount set out above and subject to the terms and conditions set out in this Subscription Form and the Offering Memorandum as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**If the Subscriber is an Individual:**

\_\_\_\_\_  
Signature of the Subscriber                      Signature of the Advisor

\_\_\_\_\_  
Name of the Subscriber

**If the Joint Subscriber is an Individual:**

\_\_\_\_\_  
Signature of the Joint Subscriber

\_\_\_\_\_  
Name of the Joint Subscriber

**If the Subscriber is a Corporation, a Partnership or a Trust:**

\_\_\_\_\_  
Name of Entity

By: \_\_\_\_\_  
Signature    Name and Title of Authorized Signatory

**ITEM 5. ACCEPTANCE**

The foregoing subscription of Units by the Subscriber is hereby confirmed and accepted by Ninepoint Partners LP on behalf of Ninepoint-TEC Private Credit Fund on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Ninepoint Partners LP,**  
by its general partner, **Ninepoint Partners GP Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

**(Manager Only)**

Subscription Amount: \$ \_\_\_\_\_

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

Number of Units Issued: \_\_\_\_\_

Refund, if any: \$ \_\_\_\_\_

\* An “insider” of the Fund means:

- (a) a director or an officer of the Fund or the Manager of the Fund,
- (b) a director or an officer of a person that is itself an insider or a subsidiary of the Fund or the Manager of the Fund, or
- (c) a person that has
  - i. beneficial ownership of, or control or direction over, directly or indirectly, or
  - ii. a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of the Fund or the Manager of the Fund carrying more than 10% of the voting rights attached to all the Fund’s or Manager of the Fund’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person as underwriter in the course of a distribution.

## NINEPOINT-TEC PRIVATE CREDIT FUND

### General

Reference is made to the confidential offering memorandum (the “**Offering Memorandum**”) of Ninepoint-TEC Private Credit Fund (the “**Fund**”) relating to the offering of Class A1 units, Class D units, Class E units, Class F1 units, Class FD units, Class FT units, Class T units, Class I units, Class I1 units and Class I3 units of the Fund (collectively, the “**Units**”). Terms denoted herein with initial capital letters and not otherwise defined herein shall have the meaning ascribed to such terms in the Offering Memorandum.

The Subscriber acknowledges that participation in the Fund is subject to acceptance of this subscription (“**Subscription**”) by Ninepoint Partners LP (the “**Manager**”), the manager of the Fund, and to certain other conditions as set forth in the Offering Memorandum. The Subscriber hereby agrees that this Subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. In full payment of the aggregate subscription price for such Units (the “**Subscription Amount**”) indicated on the cover page of this subscription form (the “**Subscription Form**”), the Subscriber (i) tenders herewith a cheque made payable to “Ninepoint-TEC Private Credit Fund” in the sum of the Subscription Amount; or (ii) has made alternative payment arrangements that are acceptable to the Manager in its sole discretion.

The acceptance of this Subscription shall be effective upon the deposit of a written confirmation addressed and delivered to the Subscriber either by (i) mail to the Subscriber’s address indicated on the cover page of this Subscription Form, or (ii) facsimile to the number indicated on such page. If the Subscription is not accepted by the Manager, it is understood and agreed by the Subscriber that the Subscription Amount for the Units shall be promptly returned to the Subscriber, without interest or deduction, either by courier or mail delivery to the Subscriber at the address indicated on the cover page of this Subscription Form. If the Subscription is accepted by the Manager only in part, that portion of the Subscription Amount for the Units which is not accepted will be promptly returned to the Subscriber, without interest, either by courier or mail delivery to the Subscriber at the address indicated on the cover page of this Subscription Form.

### Representations, Warranties, Acknowledgments and Covenants

By executing this Subscription Form, the Subscriber hereby represents, warrants, acknowledges and covenants to, and in favour of, the Fund and the Manager as follows:

1. if the Subscriber is a corporation, the Subscriber is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Subscription and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof. If the Subscriber is a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof. If the Subscriber is a natural person, he or she has attained the age of majority and has the legal capacity and competence to execute this Subscription and to take all actions required pursuant thereto;
2. if the Subscriber is not an individual, the Subscriber has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus, and the Subscriber agrees to promptly provide such information to the Manager respecting its date of formation, its primary business purpose and/or the number of members, partners, beneficiaries or shareholders as the Manager may reasonably request;
3. if applicable, if the Subscriber is subscribing for Units in reliance on the minimum amount investment exemption set out in section 2.10 of National Instrument 45-106 *Prospectus Exemptions*, the Subscriber is not an individual, and the share or portion of each member or partner of a partnership, a syndicate or an unincorporated organization, each beneficiary of a trust or each shareholder of a corporation, of the aggregate initial acquisition cost to the Subscriber of the Units is not less than \$150,000;

4. this Subscription will constitute a legal, valid and binding agreement of the Subscriber which shall be enforceable against the Subscriber in accordance with its terms;
5. the entering into of this Subscription and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
6. the Subscriber is a resident of, or is otherwise subject to, the securities laws of the jurisdiction referred to under "Subscriber Information" on the cover page of this Subscription Form, being one of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories, Nunavut or Yukon, which address is the residence or place of business of the Subscriber and the Subscriber is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;
7. the Subscriber confirms that: (a) the Subscriber was not offered the Units in the United States; (b) the Subscriber did not execute or deliver this Subscription Form in the United States; and (c) the authorized representative of the Subscriber that originated the buy order on the Subscriber's behalf was not in the United States when the buy order was originated;
8. the Subscriber is not a "non-Canadian" within the meaning of the *Investment Canada Act*, a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada) (the "**Tax Act**") or a partnership that is not a "Canadian partnership" as defined in the Tax Act and, in the event that the Subscriber's status in this respect changes, the Subscriber hereby undertakes to immediately notify the Manager in writing of such change in status;
9. the Subscriber has received, read and fully understands the Offering Memorandum and, in particular, those investment considerations described therein under the heading "Risk Factors" and agrees to be bound by, and comply with, the terms and conditions of the Offering Memorandum and any applicable securities legislation, order, rule or policy of any relevant securities regulatory authority concerning the purchase, holding and resale of the Units;
10. the Subscriber has sufficient investment knowledge and experience in financial and business affairs as to: (i) be capable of evaluating the merits and risks of an investment in the Fund, (ii) understand and appreciate the sophisticated nature of this investment, and (iii) be able to bear the economic risk of loss of this investment. The Subscriber has had the opportunity to ask and have answered any and all questions which the Subscriber may have in relation to the business and affairs of the Fund, the Units and the Subscription hereby made;
11. the Subscriber has been given the opportunity to obtain independent legal advice and has either done so or chosen to not obtain such advice. The Subscriber acknowledges that he, she or it is responsible for obtaining such legal advice as the Subscriber considers appropriate in connection with the execution, delivery and performance by the Subscriber of this Subscription and the transactions contemplated hereunder;
12. the Subscriber acknowledges that, upon acceptance of this Subscription by the Manager, the Subscription Amount provided by the Subscriber will be managed by the Manager, on behalf of the Fund, on a discretionary basis in accordance with the investment objective, strategies and restrictions described in the Offering Memorandum and the Subscriber hereby confirms that such investment is consistent with the Subscriber's current investment objectives;

13. 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 professional advice in respect of such laws and is not relying solely upon information from the Fund, the Manager or, where applicable, their respective partners, directors, officers, employees or agents;
14. the purchase of the Units is subject to one or more exemptions from certain requirements contained in securities legislation and that, under such legislation, the Units may not be resold by the Subscriber except in compliance with, or pursuant to a particular exemption from, the prospectus and registration requirements of such legislation;
15. the Subscriber understands that (i) there is no right to demand any distribution from the Fund, other than by the redemption of Units pursuant to the terms and procedures described in the Offering Memorandum, including the consent of the Manager, (ii) it is not anticipated that there will be any public market for the Units, and (iii) it may not be possible to sell or dispose of Units (although Units may be redeemed in the manner described in the Offering Memorandum);
16. the Subscriber has no knowledge of a “material fact” or a “material change” (as those terms are defined under applicable securities legislation) in the affairs of the Fund that has not been generally disclosed to the public, save knowledge of this particular transaction;
17. the Subscriber will execute and deliver all documentation as may be required by applicable securities legislation or by the Fund or the Manager, as the case may be, to permit the purchase of the Units on the terms herein set forth and will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Manager;
18. no prospectus has been filed with any securities commission or other securities regulatory authority in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation; and (a) the Subscriber is restricted from using the civil remedies available, (b) the Subscriber may not receive information that would otherwise be required to be provided, and (c) the Fund is relieved from certain obligations that would otherwise apply, under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
19. the transferability and/or redemption of Units is limited as more particularly set forth in the Offering Memorandum and by applicable securities legislation, and the Subscriber shall not knowingly transfer the Subscriber’s Units in whole or in part to any person or entity who is not able to make the representations, warranties, acknowledgments and covenants contained in this Subscription Form;
20. the Subscriber acknowledges that the investment portfolio and trading procedures of the Fund are proprietary to the Fund and agrees that all information relating to such investment portfolio and trading procedures shall be kept confidential by such Subscriber and will not be disclosed to third parties (excluding the Subscriber’s professional advisors) without the prior written consent of the Manager; and
21. this Subscription Form is not transferable or assignable by the Subscriber.

### **Survival of Representations, Warranties, Acknowledgments and Covenants**

The representations, warranties, acknowledgments and covenants of the Subscriber contained in this Subscription Form are made by the Subscriber with the intent that they be relied upon by the Fund and the Manager in determining the Subscriber’s eligibility to purchase and hold the Units, and the Subscriber hereby agrees that such representations, warranties, acknowledgments and covenants shall survive the Subscriber’s purchase of the Units. In addition, the Subscriber undertakes to notify immediately the Fund or the Manager at their addresses set forth in the Offering Memorandum of any change in any representation, warranty, acknowledgment, covenant or other information relating to the Subscriber set forth in this Subscription Form.

### **Indemnity**

The Subscriber hereby agrees to indemnify and hold harmless the Fund, the Manager and their respective partners, directors, officers, employees or agents against all losses, claims, costs, expenses and damages or liabilities which they may suffer or incur or cause arising from reliance upon the representations, warranties, acknowledgments and covenants of the Subscriber made to the Fund or the Manager, as the case may be, pursuant to this Subscription Form or otherwise.

### **Statutory and Contractual Rights of Action**

Subscribers resident in certain provinces and territories of Canada are entitled by applicable securities legislation to certain rights of action for damages or rescission as described in the Offering Memorandum. Such rights of action for damages or rescission shall be exercised by delivery of a notice in writing by the Subscriber to the Fund at the address listed in the Offering Memorandum (or at such other address as the Fund may direct from time to time) within the time limits set forth in the Offering Memorandum.

### **Anti-Money Laundering Legislation**

In order to comply with Canadian legislation aimed at the prevention of money laundering, the Manager may require additional information concerning Subscribers from time to time and the Subscriber agrees to promptly provide all such information upon request. The Subscriber acknowledges that if any person, as a result of any information or other matter which comes to the Manager's attention, any partner, director, officer or employee of the Manager, or their respective professional advisors, knows or suspects that a Subscriber is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada and such report shall not be treated as a breach of any restriction upon the disclosure of confidential information imposed by Canadian law or otherwise.

### **Privacy Policy**

Attached to the Offering Memorandum is a copy of the Privacy Policy of the Fund. By the Subscriber's execution of this Subscription Form, the Subscriber hereby confirms that he, she or it has read the Privacy Policy of the Fund and consents to the collection, use and disclosure of the Subscriber's personal information in accordance with such policy.

### **Governing Law**

This Subscription Form shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. By the Subscriber's execution of this Subscription Form, the Subscriber irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

### **Language**

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



**SCHEDULE “A”**  
**CERTIFICATE OF ACCREDITED INVESTOR**

**TO:** Ninepoint-TEC Private Credit Fund (the “**Fund**”)  
**AND TO:** Ninepoint Partners LP (the “**Manager**”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**”) of units of the Fund, the Subscriber or the undersigned on behalf of the Subscriber, as the case may be, certifies for the benefit of the Manager and the Fund that the Subscriber is an “accredited investor” (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) or Section 73.3 of the *Securities Act* (Ontario)) as indicated below. In addition, a **Subscriber checking boxes (j), (k) or (l) below must also complete and sign Schedule “B”:**

**PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY:**

- (a) a Canadian financial institution, or a Schedule III bank;
- (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or a dealer;
- (e) an individual registered under the securities legislation of a jurisdiction 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 jurisdiction 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);
- (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec;
- (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;
- (j.1) an individual who beneficially owns financial assets 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;
- (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
- (m) a person, other than an individual or an investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;

- (n) an investment fund that distributes or has distributed its securities only to
  - (i) a person that is or was an accredited investor at the time of the distribution,
  - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*], or 2.19 [*Additional investment in investment funds*] of NI 45-106, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;
- (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

The foregoing representation is true and accurate as of the date of this certificate.

**Dated:** \_\_\_\_\_, 20\_\_

**If the Subscriber is an Individual:**

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

\_\_\_\_\_  
Name of the Subscriber

**If the Subscriber is a Corporation, a Partnership or a Trust:**

\_\_\_\_\_  
Name of Entity

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Authorized Signatory

**SCHEDULE "B"**  
**Form 45-106F9**  
**Form for Individual Accredited Investors**

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

| <b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>  |   |
|--|---|
| <b>1. About your investment</b>  |   |
| Type of securities: <i>[Instruction: Include a short description, e.g., common shares.]</i> Class ____ Units   | Issuer: Ninepoint-TEC Private Credit Fund |
| Purchased from: <i>[Instruction: Indicate whether securities are purchased from the issuer or a selling security holder.]</i><br>Issuer  |   |
| <b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>  |   |
| <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 \$ _____. <i>[Instruction: 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.   |   |
| <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. 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>                      |
| • 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.)  |   |
| • 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.   |   |
| • 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.   |   |
| • 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.)  |   |

**4. Your name and signature**

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.

First and last name (please print):

Signature:

Date:

**SECTION 5 TO BE COMPLETED BY THE SALESPERSON**

**5. Salesperson information**

*[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 issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]*

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

**SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**

**6. For more information about this investment**

Ninepoint-TEC Private Credit Fund  
c/o Ninepoint Partners LP  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 2700  
Toronto, Ontario M5J 2J1

Telephone: 1.888.362.7172 or 416.362.7172

Email: [invest@ninepoint.com](mailto:invest@ninepoint.com)

**For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at [www.securities-administrators.ca](http://www.securities-administrators.ca).**

*The purchaser must sign this form. Each of the purchaser and the issuer must receive a copy of this form signed by the purchaser. **The issuer is required to keep a signed copy of this form for 8 years after the distribution.***

