

EXHIBIT A

**EXPONENTIAL INTERNATIONAL FUND PCC
in relation to its Cell designated as the Genesis Fund**

(a protected cell company incorporated under the laws of Mauritius as public company with limited liability)

SUBSCRIPTION AGREEMENT

Exponential International Fund PCC in relation to its Cell designatd as the Genesis Fund

C/oThe Administrator
Premier Financial Services LimitedPremier Business Centre
Floor, Sterling Tower
14, Poudriere Street
Port Louis
Mauritius

Attention: Ms Ameera Goollamkader
Tel: +230 2456703
Fax: +230 245 6704
E-mail : ameera@premierfinservices.com

Date.....

Ladies and Gentlemen:

This Subscription Agreement relates to the non-voting, redeemable Preference Shares of no par value each (the “**Shares**”) issued at an initial price of US\$ **100** per share of **Exponential International Fund PCC** in the Cell designated as the **Genesis Fund**, a protected cell company incorporated as a public company with limited liability under the laws of the Republic of Mauritius, and licenced as as a closed end fund (the “**Fund**”), being offered by the Fund pursuant to the Prospectus dated **27 September 2018** including all exhibits thereto as the same may be amended and supplemented from time to time (the “**Prospectus**”). The undersigned or, if executed by a nominee, the beneficial owner of the Shares (in either case, the beneficial owner of the Shares being referred to herein as the “**Subscriber**”) hereby subscribes for the amount set forth in paragraph 5 below and acknowledges that it shall be allotted such number of fully paid up shares as shall correspond to the amount of the subscription net of all bank charges and Placement Fees divided by the price per Share.

In the case of subscriptions during the Initial Closing, the Subscription Agreement must be sent to the Administrator at the address shown above, at least **one (1)** Business Day prior to the Initial Closing, and cleared funds must be received in the Fund’s bank account at least one (1) Business Day prior to the Initial Closing. In the case of subscriptions at a subsequent closing, the Subscription Agreement must be sent to the Administrator at the address shown above, at least **one (1)** Business Day prior to the relevant Dealing Day or such shorter period as may be decided by the Directors of the Fund, from time to time, and cleared funds must be received in the Fund’s bank account at least **one (1)** Business Day prior to the relevant Dealing Day. Subscribers may send the Subscription Agreement to the Administrator by email or fax within the period mentioned above, with the original to follow. Subscribers should be aware of the risks associated with sending documentation in this manner, and that the Administrator will not be

responsible in the event of non-receipt of any documents sent by email or fax. No payment of distribution proceeds will be made unless the original Subscription Agreement is received by the Administrator.

Capitalised and other defined terms used herein and not expressly defined herein shall have the same respective meaning as are assigned such terms in the Prospectus. If the Subscriber's subscription for Shares is accepted by the Fund, the Fund will issue the Subscriber Shares in the amount subscribed for, which Shares shall have such rights, privileges and designations as set forth in the Prospectus.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, and in consideration of the promises and mutual agreements and covenants set forth herein, the parties hereto hereby agree as follows:

1. *Understandings.* The Subscriber understands and agrees with the Fund as follows:
 - (a) The Subscriber is required to complete Part A of this Subscription Agreement and provide the required documents listed in Annex 1A, Annex 1B or Annex 1C. In the event that Part A is incomplete and/or the documents under Annex 1A, Annex 1B or Annex 1C have not satisfactorily provided, the subscription may be rejected by the Fund.
 - (b) This subscription may be accepted or rejected, in whole or in part, by the Fund. The Fund reserves the right to close the subscription books at any time without notice. If the Subscriber's subscription for Shares is rejected, any funds paid by the Subscriber and received by the Fund will be returned to the Subscriber as soon as practicable. In the case of rejection in part, the funds paid with respect to the rejected part will be so returned net of bank charges and without interest.
 - (c) This subscription, and each agreement made by the Subscriber hereunder, is and shall be irrevocable; provided that the Subscriber shall have no obligations hereunder if the offering described in the Prospectus is for any reason cancelled or withdrawn or if this subscription is for any reason rejected (but, if this subscription is rejected in part, only with respect to the portion so rejected). This Subscription Agreement shall be binding upon the Subscriber's heirs, executors, administrators, successors and assigns.
 - (d) The Subscriber's Shares are not redeemable at the option of the holder.
 - (e) There is no secondary public market for the Shares, and it is not likely that such a secondary public market will develop. It may be difficult or even impossible for the Subscriber to sell its Shares. Shares may be hypothecated, pledged, sold or transferred by the Subscriber only in accordance with the Constitution and with the prior written consent of the Directors.
 - (f) The Fund has the right to have the Subscriber's Shares compulsorily redeemed for any reason.
 - (g) The discussion of tax consequences arising from investment in Shares set forth in the Prospectus is general in nature, and the tax consequences to the Subscriber of the Subscriber's investment in Shares depend upon the Subscriber's circumstances. The Subscriber acknowledges that it did not receive any advice from the Fund with respect to the tax consequences of an investment in the Shares. The Subscriber is free to disclose

and discuss all the aspects of an investment in the Shares, including the tax considerations associated with the purchase of Shares, with its professional advisors.

- (h) Investment in the Shares is speculative and involves significant risks including, but not limited to, those specified in the Prospectus.
- (i) The Fund will redeem Shares only at the then prevailing Net Asset Value per Share, subject to the restrictions and conditions set forth in the Prospectus and the Constitution.
- (j) In the event that the Net Asset Value of the redeemed Shares as of the redemption date is less than the amount previously paid to a redeeming shareholder with respect thereto, the shareholder will be obligated to refund the difference between the Net Asset Value of the redeemed Shares and the amount of redemption payment received.
- (k) The Subscriber understands the Management Fees and performance fees to be charged as specified in the Prospectus.
- (l) The Subscriber acknowledges and agrees that any distribution proceeds paid to it will be paid to the same account from which its investment in the Fund was originally remitted, unless the Fund agrees otherwise. No third party payment will be made.
- (m) The Subscriber acknowledges and understands that the Agreement for the Exchange of Information Relating to Taxes (The United States of America – FATCA Implementation) Regulations 2014 issued pursuant to the Income Tax Act has come into force, and this may require the sharing of information generally to public authorities in Mauritius, in the United States (USA) and elsewhere (the “FATCA Regulations”). The Fund may be required to use and disclose information about the Fund (“Client Data”) pursuant to (i) sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (also known as the United States Foreign Account Tax Compliance Act) (the “US FATCA”), any equivalent law or regulation of the United States or any other jurisdiction, or any intergovernmental agreement between the United States and another jurisdiction relating to FATCA, as may be in effect from time to time and (ii) any agreement entered into by the Administrator (or any of its Affiliates) pursuant to the FATCA Regulations and the US FATCA or any of those equivalent laws, regulations or agreements (together, Tax Compliance Obligations).
- (n) The Subscriber acknowledges that Client Data may be disclosed for this purpose directly to third parties, including the United States Internal Revenue Service (“IRS”), other foreign tax authorities, or the Fund’s domestic tax authority (including for the purpose of onward disclosure to the IRS or other foreign tax authorities). Tax authorities may hold Client Data for as long as permitted to do so under the laws of the jurisdiction of the tax authority and the Administrator may hold Client Data for as long as permitted under the laws applicable to the Administrator, including for the purpose of complying with Tax Compliance Obligations. Client Data will be transferred (in any medium or format) to the United States and other relevant foreign jurisdictions for the purposes set out above.
- (o) The Subscriber acknowledges that Mauritius has made a commitment for the implementation of the new global standard for automatic exchange of information for tax purposes (the Common Reporting Standard (“CRS”) developed by the OECD). Mauritius has also signed (a) the Multilateral Competent Authority Agreement in October 2014

which provides for automatic exchange of information with other Early Adopter Competent Authorities; and (b) the Convention on Mutual Administrative Assistance (the “Convention”) on 23 June 2015. Formalities for the bringing into force of the Convention have been completed.

- (p) The Subscriber also understands that Mauritius has also brought necessary amendments to the Income Tax Act for the implementation of CRS. Accordingly, powers have been given to the Director-General of the MRA to require any person to establish, maintain and document such due diligence procedures as he may determine and to provide him with information of a specified description at such time and in such form and manner as he may determine.
- (q) Under CRS, Mauritian financial institutions will have to report annually to the MRA on the financial accounts held by non-residents for eventual exchange with relevant treaty partners. The first reporting period is scheduled to begin on 01 January 2017 for eventual exchange with the relevant treaty partners by September 2018.
- (r) Under CRS financial institutions will have to carry out very similar due diligence procedures as under FATCA to identify reportable financial accounts on residence basis. A distinction is made between individual and entity accounts, between pre-existing and new accounts as well as between low value and high value accounts. The Subscriber understands that the Fund will have to comply with these requirements

2. *Representations and Warranties.* The Subscriber hereby represents and warrants to the Fund and agrees with the Fund as follows:

- (a) The Subscriber is acquiring the Shares for investment purposes and not with a view to a distribution or a resale thereof, in whole or in part. The Subscriber was not formed for the specific purpose of investing in the Shares and no other person has a direct or indirect beneficial interest in the Shares.
- (b) The Subscriber has lawfully subscribed for the Shares with lawfully obtained monies.
- (c) The Subscriber has carefully read and understands the Prospectus and acknowledges that the Fund has made available to the Subscriber all other documents that the Subscriber has requested relating to its investment in the Shares. In evaluating the suitability of an investment in the Shares, the Subscriber has not relied on any representations, warranties or other information (whether oral or written) other than as set forth in the Prospectus and the independent investigations made by the Subscriber.
- (d) The Subscriber has informed itself as to the securities laws and other legal requirements that are relevant to it.
- (e) The Subscriber has been duly authorised, if required, to execute, deliver and perform its obligations under this Subscription Agreement and such execution, delivery and performance do not conflict with or constitute a default under any instrument governing the Subscriber, any law, statute, rule, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber is bound.

- (f) The Subscriber has adequate means of providing for current and anticipated financial needs and contingencies, is able to bear economic risk of the investment in the Shares for an indefinite period of time, has no need for liquidity of the investment in the Shares and could afford the complete loss of such investment.
- (g) All evidence of identity provided by the Subscriber is genuine and all related information furnished is accurate.
- (h) The Subscriber will provide any information deemed necessary by the Fund to comply with its anti-money laundering program and related responsibilities from time to time.
- (i) If investing for its own account, the Subscriber represents that:
 - (i) the Subscriber is subscribing for Shares in the Fund for its own account, risk and beneficial interest;
 - (ii) the Subscriber is not acting as agent, representative, intermediary/nominee or in any similar capacity for any other person, including any nominee account, beneficial owner, individual, bank, corporation, partnership, limited liability company or any other legal entity;
 - (iii) no other person will have a beneficial or economic interest in the Shares being purchased by the Subscriber; and
 - (iv) the Subscriber does not have any intention or obligation to sell, distribute, assign or transfer all or a portion of the Shares to any other person.
- (j) If the Subscriber is an investor intermediary investing in its own name on behalf of other investors, which, for these purposes, may include, without limitation, an introducing firm, an asset aggregator, a nominee or a fund of funds (each, an “Intermediary”), the Subscriber represents that:
 - (i) the Intermediary confirms that it is a regulated entity in an Equivalent Jurisdiction and has been accepted by the Administrator as an eligible introducer;
 - (ii) the Intermediary is subscribing for Shares as a registered owner in its capacity as agent, representative or nominee on behalf of one or more investors (“Underlying Investors”), and agrees that the representations, warranties and covenants made in this Subscription Agreement are made by it on behalf of itself and the Underlying Investors;
 - (iii) the Intermediary (A) has all requisite power and authority from the Underlying Investors to execute and perform the obligations under this Subscription Agreement; (B) has carried out all the necessary procedures to verify Underlying Investors’ identities and source of funds and has obtained all the relevant KYC documents set out in Annex 1 with regard to all Underlying Investors; and
 - (iv) has established the identity of all Underlying Investors, holds evidence of such identities and the appropriate approval from all the Underlying Investors to disclose such information to the Fund and the Administrator and will make such

information available to the Fund and the Administrator immediately upon request.

- (k) The Subscriber did not make its investment decision while in India.
- (l) The Subscriber acknowledges that the Fund prohibits any investment in the Fund by or on behalf of the following persons (each, a “Prohibited Investor”):
 - (i) a person or entity whose name appears on: (A) the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; or (B) such other lists of prohibited persons and entities as may be mandated by applicable law or regulation, e.g., federal control or watch lists;
 - (ii) a Foreign Shell Bank. A “foreign shell bank” means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (A) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (B) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank; or
 - (iii) a person or entity resident in or whose subscription funds are transferred from or through an account in any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organisation, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organisation continues to concur (each, a “Non-Cooperative Jurisdiction”).
- (m) Neither the Subscriber, nor any person controlling, controlled by, or under common control with, it, nor any person having a beneficial interest in it, is a Prohibited Investor, and the Subscriber is not investing and will not invest in the Fund on behalf of or for the benefit of any Prohibited Investor. The Subscriber agrees to promptly notify the Fund of any change in information affecting this representation and covenant.
- (n) The Subscriber acknowledges that, if, following its investment in the Fund, one or more of the Directors or the Administrator reasonably believes that the Subscriber is a Prohibited Investor or has otherwise breached its representations and covenants hereunder, the Fund may be obligated to freeze its investment, either by prohibiting additional investments, declining any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or its investment may immediately be redeemed by the Fund, and it shall have no claim against the Fund, the Directors or the Administrator for any form of damages as a result of any of the aforementioned actions.
- (o) The Subscriber acknowledges that additional investments by the Subscriber may be refused and/or a request for redemption may be delayed or declined if the Fund or the Administrator reasonably believes it does not have satisfactory evidence of the Subscriber’s identity.

- (p) The Subscriber represents and warrants that, except as otherwise disclosed to the Fund in writing:
- (i) It is not (A) a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation (a “Senior Foreign Political Leader”), including any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure; (B) any member of a Senior Foreign Political Figure’s immediate family, including the Senior Foreign Political Figure’s parents, siblings, spouse, children and in-laws; or (C) any person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, including a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.
 - (ii) It is not resident in, or organised or chartered under the laws of, a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; and
 - (iii) Its subscription funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank, an “offshore bank”, or a bank organised or chartered under the laws of a Non-Cooperative Jurisdiction.
- (q) The Subscriber acknowledges and agrees that any redemption proceeds paid to it will be paid to the same account from which its investment in the Fund was originally remitted, unless the Fund agrees otherwise.
- (r) The Subscriber acknowledges and agrees that the Fund may release confidential information about it and, if applicable, any Underlying Investor or beneficial owner, to regulatory or law enforcement authorities, if the Directors, in their sole and absolute discretion, determine that it is in the best interests of Fund to do so. In addition, that the Fund, or the Administrator may disclose to each other, or to any regulatory body in any jurisdiction, including jurisdictions outside of the U.S. or the European Economic Area, copies of the subscriber’s Subscription Agreement and any information concerning the subscriber provided by the subscriber to the Fund, or the Administrator. No such disclosure will be treated as a breach of any restriction on the disclosure of information imposed on such person by law or otherwise.
- (s) The Subscriber represents, undertakes and confirms that the undersigned: (i) has not and will not enter into any arrangement that is illegal and/or may breach any provision of Indian laws; (ii) or any of its beneficial owners is not an Indian national who is a resident of India; (iii) will not hold interests on behalf of an Indian national who is resident of India and will not source funds from India for the purpose of investing in the Fund; and (iv) to the best of its knowledge, has no complaints, investigations or other proceedings launched against the Applicant by any regulatory body in India, including, without limitation, the Securities and Exchange Board of India. If, following the Subscriber’s investment in the Fund, it becomes a resident of India or applies for or otherwise acquires Indian nationality, the Subscriber hereby irrevocably authorises the Fund, in its

name and on its behalf as its lawful attorney, to transfer or compulsorily redeem the whole of its holding of Shares.

- (t) This Subscription Agreement has been duly and validly authorised, executed and delivered on behalf of the Subscriber and constitutes a valid and binding agreement of the Subscriber enforceable in accordance with its terms and such execution, delivery and performance does not conflict with or constitute a default under any instrument governing the Subscriber, any law, statute, rule, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber is bound.
- (u) The Subscriber is not subscribing for Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or general meeting, or any solicitation by a person not previously known to the Subscriber in connection with investments generally.
- (v) The Subscriber is a Qualified Holder.

If at any time during the term of this Subscription Agreement any of the above representations or warranties cease to be true the Subscriber shall promptly notify the Fund in writing.

3. *Indemnification.* The Subscriber agrees to indemnify and hold harmless the Fund, the Directors, the Administrator, and each of their respective officers, directors, partners, managers, members, principals, shareholders, employees and affiliates and anyone acting on their behalf from and against all damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' and accountants' fees and expenses), judgments and amounts paid in settlement which they may incur by reason of the Subscriber's failure to fulfil any of the terms or conditions of this Subscription Agreement or arising out of, based upon or relating to any breach of any of the representations, warranties or agreements made by the Subscriber herein. The foregoing indemnification shall survive the redemption of Shares by the Subscriber.

4. *Miscellaneous.*

- (a) All representations, warranties and agreements made by the Subscriber herein shall survive the date on which the Subscriber receives its Shares and shall remain operative and in full force and effect, and shall continue after any redemption of Shares.
- (b) If any provision of this Subscription Agreement is held to be void or unenforceable under the laws of any place governing its construction or enforcement, this Subscription Agreement shall not be invalidated thereby but shall be construed to be in force with the same effect as though such provision(s) were omitted.
- (c) Upon request by the Fund or the Administrator, the Subscriber agrees to furnish such additional information with regard to the Subscriber's suitability as a prospective investor as may be reasonably necessary to enable the Fund to comply with any and all applicable or relevant laws and regulations.
- (d) This Subscription Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by a writing executed by the Subscriber and the Fund.

- (e) Within ten (10) Business Days after receipt of a written request from the Fund or the Administrator, the Subscriber agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and ordinances to which the Fund and the Administrator are subject.
- (f) This Subscription Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, and all of which together shall be deemed to be one and the same instrument.
- (g) By execution of this document you agree to receive electronic communications containing information relating to the Fund, including but not limited to your investment and personal information. By doing so, you agree to release the Fund, the Administrator and any authorised persons from;
 - (i) their duty to protect the confidentiality of information relating to the Fund, including but not limited to your personal and investment information; and
 - (ii) against all costs, claims, demands, liabilities, expenses, damages or losses (including, without limitation, consequential losses and loss of profit and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with the communication or publication of information relating to the Fund, including but not limited to or your investment and personal information.

The above-mentioned release shall apply whether or not the Fund, the Administrator or any authorised person may have been negligent or at fault.

- (h) In the case of corporate and other non-individual Subscribers, the Administrator shall be entitled to rely on a certified list of authorised signatories, supplied with the Subscription Agreement (or an amended such list certified by one of the original certified authorised signatories or otherwise certified to the reasonable satisfaction of the Administrator), and the Administrator shall not be required to investigate further the corporate or other powers of the Subscriber and its authorised signatories so certified.
- (i) The waiver by a party hereto of a breach of any provisions of this Subscription Agreement shall not operate or be construed as a waiver of any subsequent breach by a party hereto. The failure of a party hereto to insist upon strict adherence to any provision of this Subscription Agreement shall not constitute a waiver or thereafter deprive such party of the right to insist upon strict adherence.
- (j) This Subscription Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius. Any dispute, controversy or claim arising out of this Subscription Agreement, or the breach, termination or invalidity thereof shall be settled by international arbitration under the International Arbitration Act 2008 (referred to as the IAA). The provisions of the First Schedule to the IAA shall apply to the arbitration. The arbitration shall be conducted pursuant to the rules set out in the IAA. The number of arbitrators shall be one. The juridical seat of arbitration shall be Mauritius. The language to be used in the arbitral proceedings shall be the English language.

- (k) The Subscriber may not assign either the benefit or burden of this Subscription Agreement without the Fund's prior written consent, such consent not to be unreasonably withheld.

5. *Subscriber Information.* The following information as to the Subscriber is correct:

- (a) Print Name of Subscriber: _____

- (b) Print Address of Subscriber: _____

- (c) Print Phone Number of Subscriber: _____
- (d) Print Facsimile Number of Subscriber: _____
- (e) Print Email Address of Subscriber: _____
- (f) Amount of Subscription: _____
- (g) Date of Subscription Agreement: _____
- (h) Name of Account: _____
- (i) Account Number: _____
- (j) Name of originating bank: _____
- (k) Please indicate the name of the bank to which redemption proceeds by electronic transfer should be made by the Fund.

Note: This should be the account from which subscription proceeds are wired. Unless the Directors, agree otherwise, the Fund will only pay redemption proceeds to the account in the name of the Subscriber from which subscription proceeds originated. No third party payments will be made:

Bank Name: _____
Bank Address _____
SWIFT/CHAPS: _____ ABA No./Sort Code _____
Account Name: _____
IBAN _____
Account No _____
Reference _____

6. *Identification Documents.* The Subscriber acknowledges and agrees to comply with the identification requirements set forth on Annex 1 hereto.

7. *Payment Instructions.* Subscription monies must be paid by wire transfer and should be remitted net of bank charges in U.S. dollars in accordance with the Fund's wire transfer instructions below:

BANK ACCOUNT WIRING INSTRUCTIONS

Exponential International Fund PCC, Cell designated as the Genesis Fund

Correspondent Bank:	Citibank NA, New York
Swift Code:	CITI US 33
Account No.	36004679
For further credit to:	
Account Name:	Exponential International Fund PCC
Account no:	50100000260406
IBAN no:	MU09STCB1170000000260406000USD
Swift Code:	STCBMUMU
Purpose:	Subscription for Cell designated as Genesis Fund
Bank charges:	To be borne by remitter
Free Text:	From <Account Number> of <INSERT Investor Name>

Please Note: To avoid return of funds, the wire transfer must be sent from an account in the name of the Investor. The Investor's name must be included in line 50 of the SWIFT wire transfer message (or equivalent CHIPS or Fed Wire indication), OR the wire transfer must state "From the Account of: _____ (Investor Name)". Failure to remit the full amount due will be treated as a subscription for the amount remitted.

PART A

General Information to be filled in by all Subscribers

1. Is the Subscriber subscribing for Shares as agent, nominee, trustee or otherwise on behalf of, for the account of or jointly with any other person or entity?

Yes No

2. Will any other person or persons have a beneficial interest in the Shares acquired?

Yes No

3. Is the Subscriber the beneficial owner of the Shares?

Yes No

If the answer above is "no", please provide the following details:

Name of Beneficial Owner (in full): _____

Beneficial Owner's Address:

4. Does the Subscriber control any other existing or prospective investor in the Fund?

Yes No

PLEASE NOTE: If any of the above questions were answered "Yes," please provide identifying information (as listed below) for the underlying beneficial investors or contact the Fund.

Total Number of underlying investors: _____

Highest holding of any single investor is ____% interest

Details of the generic type of investors:

No.	Generic Type of Investors	No. of Investors	Percentage of Holding
1	Individual		
2	Corporation		
3	Partnership		
4	Insurance Company, etc.		
5	Bank		
6	Fund (i.e., mutual fund, endowment, pension, university, etc.)		
7	Others (Specify _____)		
	TOTAL		100%

5. Legal form and nationality of Subscriber: _____

6. Is the Subscriber a, or in any way affiliated with a, senior foreign government, political or military official, or an immediate family member or close associate of such person (a "*politically exposed person*")?

Yes No

If yes, (a) which government? _____

(b) what position in the government? _____

(c) if an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person? _____

7. Authorized individual who is executing the Subscription Agreement on behalf of the investing entity is:

Name: _____

Current position or title: _____

Telephone number: _____

Facsimile number: _____

IN WITNESS WHEREOF, this Subscription Agreement has been executed and delivered for and on behalf of the undersigned Subscriber as of the day and year set forth above.

NAME OF SUBSCRIBER

By: _____

Name: _____

Title: _____

Accepted and agreed to on behalf of:

Exponential International Fund PCC in relation to the Cell designated as Genesis Fund

By: _____

Name: _____

Title: _____

ANNEX 1

The Financial Intelligence and Anti-Money Laundering Act 2002 and the Code on the Prevention of Money Laundering and Terrorist Financing in force in Mauritius require the Company to verify the identity of all shareholders / beneficial owners and keep on record the following due diligence documents:

(PLEASE TICK THE DOCUMENTS PROVIDED AS APPLICABLE)

Individual Shareholders

(1)	CV confirming Personal details including name (including any former names and any aliases), permanent residential address (not a P.O. Box address) and details of occupation	
(2)	A original utility bill or original bank or credit card statement or original bank reference, issued within the last 3 months to establish place of residential address	
(3)	Certified true copy of the current valid passports or current valid driving licence or armed forces identity cards or national identity cards	
(4)	Original Bank Reference from your bank, confirming the length of time the account has been opened (should be minimum 2 years) and that it has been conducted satisfactorily. The Bank Reference should be addressed to the Administrator.	
(5)	Declaration of source of funds	
(6)	Legal Opinion (applicable for Indian investors)	
(7)	Certified copy of the Person of Indian Origin (PIO)/ Overseas Citizen of India (OCI) Card or proof of Non-resident Indian (NRI) status, only if the investor is a natural person that is an NRI or an OCI (applicable for Indian investors)	

Certification can be done either by a Commissioner of Oath, a notary or a reputable bank.

Companies established within the last 12 months

(1)	Certified true copy of the certificate of incorporation or registration	
(2)	Register of Shareholders with percentage holding	
(3)	Register of Directors	
(4)	Certified true copy of list of authorised signatories	
(5)	Due diligence documents on any two executive company directors and substantial shareholders (i.e. holding 10% or more of the company) as for individual shareholders/beneficial owners as above	

Listed or established companies

(1)	Certified true copy of the certificate of incorporation or registration	
(2)	Latest audited accounts	
(3)	Certified true copy of list of authorised signatories	
(4)	Due diligence documents on any two executive company directors and substantial shareholders (i.e. holding 10% or more of the company) as for individual shareholders/beneficial owners as above	

Trusts

(1)	Documents required for the principals of the trust (Trustee, Beneficiaries, Settlor, Protector) as above for individuals or companies as applicable	
(2)	Certified true copy of the trust deed or pertinent extract thereof	
(3)	Certificate of registration, where applicable	
(4)	Details of registered office and place of business of the trustee	

Partnerships

(1)	Documents required for the General Partner, the principals, being significant partners, as above for individuals	
(2)	Certified true copy of the partnership deed, if any	
(3)	Copy of the latest report and accounts	
(4)	Confirmation of the nature of the business of the partnership to ensure that it is legitimate.	

The request for information may be reduced or simplified where the company is a regulated financial services business based in Mauritius or in an equivalent jurisdiction (i.e. subject to the supervision of a public authority) or in the case of public companies listed on Recognised Stock / Investment Exchanges. Only a copy of the listing certificate and such other proof is required in these cases.

ANNEX 1B

Entity Self-Certification for FATCA and CRS

Instructions for completion

We are obliged under the Foreign Account Tax Compliance Act (FATCA), related intergovernmental agreements ("IGAs") and regulations based on the OECD Common Reporting Standard ("CRS") to collect certain information about each investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor's interests in the Fund with relevant tax authorities. This form is intended to request information only where such request is not prohibited by local law.

If you have any questions about this form or defining the investor's tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser.

For further information on FATCA or CRS please refer to the US Department of the Treasury's website at <http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA> or the following link to the OECD CRS Information Portal at: <http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

If any of the information below about the investor's tax residence or FATCA/CRS classification changes in the future, please ensure that we are advised of these changes promptly.

*(Mandatory fields are marked with an *)*

Investors that are individuals should not complete this form and should complete the form entitled "Individual Self-Certification for FATCA and CRS".

Section 1: Investor Identification

Investor Name*: _____ (the "Entity")

Country of Incorporation or Organisation: ____

Current Registered Address*:

Number: _____ Street: _____

City, town, State, Province or County: __

Postal/ZIP Code: _____ Country: ____

Mailing address (if different from above):

Number: _____ Street: _____

City, town, State, Province or County: __

Postal/ZIP Code: _____ Country: ____

Section 2: FATCA Declaration Specified U.S. Person:

Please tick either (a), (b) or (c) below and complete as appropriate.

a) The Entity is a *Specified U.S. Person* and the Entity's U.S. Federal Taxpayer Identifying number (U.S. TIN) is as follows:

U.S. TIN: _____

Or

b) The Entity is **not** a *Specified U.S. Person* (please also complete Sections 3, 4 and 5)

Or

c) The Entity is a US person but **not** a *Specified U.S. Person* (please also complete Sections 3, 4 and 5)

Section 3: Entity's FATCA Classification* (the information provided in this section is for FATCA, please note your classification may differ from your CRS classification in Section 5):

3.1 Financial Institutions under FATCA:

If the Entity is a *Financial Institution*, please tick one of the below categories and provide the Entity's GIIN at 3.2

I.	<i>Partner Jurisdiction Financial Institution</i>	
II.	<i>Registered Deemed Compliant Foreign Financial Institution</i>	
III.	<i>Participating Foreign Financial Institution</i>	

3.2 Please provide the Entity's *Global Intermediary Identification number (GIIN)* __

3.3 If the Entity is a *Financial Institution* but unable to provide a *GIIN*, please tick one of the below reasons:

I.	The Entity has not yet obtained a <i>GIIN</i> but is sponsored by another entity which does have a <i>GIIN</i> Please provide the sponsor's name and sponsor's <i>GIIN</i> : Sponsor's Name: _____ Sponsor's <i>GIIN</i> : _____	
II.	<i>Exempt Beneficial Owner</i>	
III.	<i>Certified Deemed Compliant Foreign Financial Institution (including a deemed compliant Financial Institution under Annex II of the Agreement)</i>	
IV.	<i>Non-Participating Foreign Financial Institution</i>	
V.	<i>Excepted Foreign Financial Institution</i>	

3.4 Non-Financial Institutions under FATCA:

If the Entity is not a Financial Institution, please tick one of the below categories

I.	<i>Active Non-Financial Foreign Entity</i>	
II.	<i>Passive Non-Financial Foreign Entity (If this box is ticked, please include self-certification forms for each of your Controlling Persons)</i>	
III.	<i>Excepted Non-Financial Foreign Entity</i>	

Section 4: CRS Declaration of Tax Residency (please note that you may choose more than one country)*

Please indicate the Entity's country of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers ("TIN")).

NOTE: Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not issue a (TIN).

If the Entity is not tax resident in any jurisdiction (e.g., because it is fiscally transparent), please indicate that below and provide its place of effective management or country in which its principal office is located.

Country of Tax Residency	Tax ID Number

Section 5: Entity's CRS Classification*(The information provided in this section is for CRS. Please note an Entity's

CRS classification may differ from its FATCA classification in Section 3):

For more information please see the CRS Standard and associated commentary.

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

5.1 Financial Institutions under CRS:

If the Entity is a *Financial Institution*, please tick one of the below categories

I.	<i>Financial Institution under CRS(other than (II) below)</i>	
II.	An <i>Investment Entity</i> located in a <i>Non-Participating Jurisdiction</i> and managed by another <i>Financial Institution</i> (If this box is ticked, please indicate the name of any Controlling Person(s) of the Entity and complete a separate individual self-certification forms for each of your Controlling Persons **)	

5.2 Non Financial Institutions under CRS:

If the Entity is a *Non Financial Institution*, please tick one of the below categories

I.	<i>Active Non-Financial Entity</i> – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation	
II.	<i>Active Non-Financial Entity</i> – a Government Entity or Central Bank	
III.	<i>Active Non-Financial Entity</i> – an International Organisation	
IV.	<i>Active Non-Financial Entity</i> – other than (I)-(III) (for example a start-up NFE or a non-profit NFE)	
V.	<i>Passive Non-Financial Entity</i> (If this box is ticked, please complete a separate Individual Self-Certification Form for each of your Controlling Person(s))	

****Controlling Person's:**

NB: Please note that each Controlling Person must complete a Separate Individual Self-Certification form.

If there are no natural person(s) who exercise control of the Entity then the Controlling Person will be the natural person(s) who hold the position of senior managing official of the Entity.

For further information on Identification requirements under CRS for Controlling Persons, see the Commentary to Section VIII of the CRS Standard.

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

Section 6: Declarations and Undertakings

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete.

I acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

I/We undertake to advise the recipient promptly and provide an updated Self-Certification where any change in circumstance occurs which causes any of the information contained in this form to be incorrect.

Authorised Signature(s)*:

Print Name(s)*:

Capacity in which declaration is made*:

Date: (dd/mm/yyyy):* _

Annex 1C

Individual (Controlling Person's) Self-Certification for FATCA and CRS

Instructions for completion

We are obliged under the Foreign Account Tax Compliance Act (FATCA), related intergovernmental agreements ("IGAs") and regulations based on the OECD Common Reporting Standard ("CRS") to collect certain information about each investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor's interests in the Fund with relevant tax authorities. This form is intended to request information only where such request is not prohibited by local law.

If you have any questions about this form or defining the investor's tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser.

For further information on FATCA or CRS please refer to the US Department of the Treasury's website at <http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA> or the following link to the OECD CRS Information Portal at: <http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

If any of the information below about the investor's tax residence or FATCA/CRS classification changes in the future, please advise of these changes promptly.

Please note that where there are joint or multiple account holders each investor is required to complete a separate Self-Certification form.

Sections 1, 2, 3 and 5 must be completed by all investors.

Section 4 should only be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity. For further guidance see <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

**(Mandatory fields are marked with an *) Section 1: Investor Identification Investor Name*:
Current Residential Address*:** _____

Number: _____ Street: _____

City, Town, State, Province or County: _____

Postal/ZIP Code: _____ Country: _____

Mailing address (if different from above):

Number: _____ Street: _____

City, Town, State, Province or County: _____

Postal/ZIP Code: _____ Country: _____

Place of Birth*

Town or City of Birth*: _____ **Country of Birth*:** _____

Date of Birth*(dd/mm/yyyy): _____

Section 2: FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes*:

Please tick either (a) or (b) and complete as appropriate.

(a) I confirm that [I am]/[the investor is] a U.S. citizen and/or resident in the U.S. for tax purposes and [my]/[its] U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

OR

(b) I confirm that [I am not]/[the investor is not] a U.S. citizen or resident in the U.S. for tax purposes.

Section 3: CRS Declaration of Tax Residency (please note you may chose more than one country)*

Please indicate your/ the investor’s country of tax residence (if resident in more than one country please detail all countries of tax residence and associated taxpayer identification numbers (“TIN”). Please see the CRS Portal for more information on Tax Residency.

Country of Tax Residency	Tax ID Number

NOTE: Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not issue a TIN.

Section 4 – Type of Controlling Person

(ONLY to be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution)

For joint or multiple Controlling Persons please complete a separate Self-Certification form for each Controlling Person

<i>Please Confirm what type of Controlling Person applicable under CRS that applies to you/the investor by ticking the appropriate box.</i>	Please Tick	Entity Name
Controlling Person of a legal person – control by ownership		
Controlling Person of a legal person – control by other means		
Controlling Person of a legal person – senior managing official		
Controlling Person of a trust - settlor		
Controlling Person of a trust – trustee		
Controlling Person of a trust – protector		
Controlling Person of a trust – beneficiary		
Controlling Person of a trust – other		
Controlling Person of a legal arrangement (non-trust) – settlor-equivalent		
Controlling Person of a legal arrangement (non-trust) – trustee-equivalent		
Controlling Person of a legal arrangement (non-trust) – protector-		
Controlling Person of a legal arrangement (non-trust) – beneficiary-		
Controlling Person of a legal arrangement (non-trust) – other-equivalent		

Section 5: Declaration and Undertakings:

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete.

I acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

I undertake to advise the recipient promptly and provide an updated Self-Certification form where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

Authorised Signature*: _____

Print Name*: _____

Date: (dd/mm/yyyy)*: _____

Capacity*: _____

EXHIBIT B

**EXPONENTIAL INTERNATIONAL FUND PCC
in relation to its Cell designated as Genesis Fund**

(a protected cell company incorporated under the laws of Mauritius as public company with limited liability)

ADDITIONAL SUBSCRIPTION FORM

To

Exponential International Fund PCC in relation to its Cell designatd as Genesis Fund

C/oThe Administrator

Premier Financial Services Limited

Premier Business Centre

Floor, Sterling Tower

14, Poudriere Street

Port Louis

Mauritius

Attention: Ms Ameera Goollamkader

Tel: +230 2456703

Fax: +230 245 6704

E-mail : ameera@premierfinservices.com

Date:.....

1. ADDITIONAL SUBSCRIPTION

The undersigned subscriber (the “**Subscriber**”) has by way of a subscription agreement dated(the “**Original Subscription Agreement**”) subscribed to Cell designated as the **Genesis Fund**, non-voting, redeemable Preference Shares of no par value each (the “**Subscriber Shares**”) of **Exponential International Fund PCC** in the Cell designated as the **Genesis Fund**, a protected cell company incorporated as a public company with limited liability under the laws of the Republic of Mauritius, licensed as a closed end fund under the laws of the Republic of Mauritius (the “**Fund**”), being offered by the Fund pursuant to the confidential Prospectus dated **27 September 2018** including all exhibits thereto, as the same may be amended and supplemented from time to time (the “**Prospectus**”).

The Subscriber hereby represents, acknowledges and accepts that the information, representations, warranties, and agreements contained in the Subscription Agreement submitted by or on behalf of the Subscriber to the Fund is/are true and correct and remain(s) in effect today. The Subscriber hereby reaffirms all information and each and every one of the covenants, representations, warranties, and agreements contained in the Original Subscription Agreement, in connection with the Subscriber’s application for additional Subscriber Shares pursuant to this Additional Subscription Form. The Subscriber hereby applies for such number of additional fully paid up Subscriber Shares as shall correspond to the amount of the subscription net of all bank charges and all other outgoings and expenses due and payable divided by the prevailing Net Asset Value per Share on the relevant Dealing Day, as on which this Additional Subscription Form is accepted by the Fund. The Subscriber confirms that the subscription in this Additional Subscription Form is on the terms and conditions set out in the Prospectus, the Supplement and the Original Subscription Agreement. The subscription pursuant to this Additional

Subscription Form is unconditional and irrevocable by the Subscriber. However, the Fund reserves the right in its discretion to reject any application for additional subscription to the Subscriber Shares.

This Additional Subscription Form must be sent to the Administrator at the address shown above, at least **one (1)** Business Days prior to the relevant Dealing Day or such shorter period as may be decided by the Directors of the Fund, from time to time, and cleared funds must be received in the Fund's bank account at least **one (1)** Business Day prior to the relevant Dealing Day. Subscribers may send Additional Subscription Form to the Administrator by email or fax within the period mentioned above, with the original to follow. Subscribers should be aware of the risks associated with sending documentation in this manner, and that the Administrator will not be responsible in the event of non-receipt of any documents sent by email or fax. No payment of distribution proceeds will be made unless the original Additional Subscription Form is received by the Administrator.

The undersigned acknowledges that its additional subscription for the Subscriber Shares are not redeemable at the option of the holder.

Capitalised terms not defined herein shall have the same meaning as set out in the Original Subscription Agreement.

2. SUBSCRIPTION DETAILS

Name of Subscriber: _____
(must be the same as in the Original Subscription Application)

Amount of additional subscription: US\$ _____
(minimum addition amount is US\$ 5,000)

Class of Shares and Sub-Series subscribed to _____
under the Original Subscription Agreement: *(please state)*

Date of application for additional subscription: _____

Date funds wired: _____

Contact person: _____

E-mail Address: _____

3. VERIFICATION OF SUBSCRIBER AUTHORISED SIGNATORY(IES)

For individuals

Signature: _____

Print Name: _____

For entities

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

IN WITNESS WHEREOF, this Additional Subscription Form has been executed and delivered for and on behalf of the undersigned Subscriber as of the day and year set forth above.

NAME OF SUBSCRIBER

By:

Name:

Title:

Accepted and agreed to on behalf of:

Exponential International Fund PCC in relation to its Cell designated as the Genesis Fund

By:

Name:

Title: