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**SUBSCRIPTION BOOKLET  
FOR  
BIOSYS CAPITAL PARTNERS, LP,  
A DELAWARE LIMITED PARTNERSHIP**

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This Subscription Booklet contains a Subscription Agreement and other investor documents for use only in connection with the private offering of limited partnership interests in Biosys Capital Partners, LP set forth in the confidential private placement memorandum previously received by investor.

Nothing in this Subscription Booklet constitutes or shall be deemed to constitute an offer to sell or the solicitation of an offer to purchase securities. Such an offer may be made only by means of other appropriate documentation and only to the person to whom such documentation is actually delivered by the General Partner of Biosys Capital Partners, LP.

## **BIOSYS CAPITAL PARTNERS, LP**

### **SUBSCRIPTION INSTRUCTIONS**

An investor desiring to subscribe for limited partnership interests (“LP Interests”) in Biosys Capital Partners, LP (the “Partnership”) should do the following:

1. Complete, date and sign an Investor Questionnaire in the attached form.
2. Complete, date and sign a Subscription Agreement in the attached form. Please note that if an investor desires to subscribe as an individual and such subscriber is married or if such investor has a joint investor for this investment, the spouse or joint investor, as applicable, should also complete, sign and date the Subscription Agreement in the spaces provided as a joint investor.
3. Complete, date and sign the Counterpart Signature Page to the Limited Partnership Agreement in the attached form.
4. Complete, date and sign the Spousal Consent to the Limited Partnership Agreement in the attached form, if applicable.
5. Complete, date and sign Annex I - Disclosure and Acknowledgment Form for ERISA Plans in the attached form, if applicable.
6. Complete, date and sign the Form W-9 in the attached form.
7. Send the completed, dated and signed Investor Questionnaire, Subscription Agreement, Counterpart Signature Page to the Limited Partnership Agreement, Spousal Consent, Annex I - Disclosure and Acknowledgment Form for ERISA Plans, as applicable, and Form W-9 via facsimile or courier to:

Biosys Capital Partners, LP  
1107 1st Avenue, Apt. 1305  
Seattle, WA 98101  
Facsimile No. \_\_\_\_\_

THE COMPLETED SUBSCRIPTION BOOKLET IS REQUIRED TO BE COMPLETED AND RETURNED IN ITS ENTIRETY. UPON ACCEPTANCE BY THE PARTNERSHIP’S GENERAL PARTNER OF YOUR SUBSCRIPTION AND YOUR ADMISSION AS A LIMITED PARTNER OF BIOSYS CAPITAL PARTNERS, LP, YOU WILL BE SENT COPIES OF ALL EXECUTED DOCUMENTS.

IF AT ANY TIME YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES TO BE FOLLOWED IN SUBSCRIBING FOR THE LP INTERESTS IN BIOSYS CAPITAL PARTNERS, LP, THIS SUBSCRIPTION BOOKLET, OR ANY ASPECT OF THE OFFERING OF THE LP INTERESTS, PLEASE DO NOT HESITATE TO CONTACT **[BORIS NIKOLIC AT (425) 503-9166]**.

**INVESTOR QUESTIONNAIRE**

## BIOSYS CAPITAL PARTNERS, LP

### INVESTOR QUESTIONNAIRE

ALL INFORMATION FURNISHED IS FOR THE SOLE USE OF BIOSYS CAPITAL PARTNERS, LP (THE "PARTNERSHIP"), ITS SUBSIDIARIES AND AFFILIATES AND ITS COUNSEL AND WILL BE HELD IN CONFIDENCE BY SUCH PARTIES, EXCEPT THAT THIS QUESTIONNAIRE MAY BE FURNISHED TO SUCH PARTIES AS SUCH PARTIES DEEM NECESSARY TO ESTABLISH COMPLIANCE WITH FEDERAL OR STATE SECURITIES LAWS OR IN CONNECTION WITH COMPLIANCE WITH ANY OTHER APPLICABLE LAW, RULE OR REGULATION (INCLUDING, WITHOUT LIMITATION, ANTI-MONEY LAUNDERING LAWS, RULES AND REGULATIONS).

The LP Interests in Biosys Capital Partners, LP (the "LP Interests") are not registered under the Securities Act of 1933, as amended (the "Act"), or under the securities laws of any state. The LP Interests are being offered in reliance upon certain exemptions from registration provided by the Act and such state securities laws. To obtain the facts needed to determine whether the Partnership may accept an investor's investment, it is necessary for the investor (the "Subscriber") to complete this Questionnaire.

Please answer all questions. Write "N/A" if not applicable.

#### A. PLEASE PROVIDE THE FOLLOWING INFORMATION.

1. (a) Name of the Subscriber: \_\_\_\_\_  
(b) If the Subscriber is a corporation, partnership, limited liability company, trust or other entity, state the name(s) of the individual(s) making the investment decision on behalf of the entity:  
\_\_\_\_\_  
\_\_\_\_\_  
(c) The Subscriber's residence address (or principal office address if the Subscriber is an entity):  
\_\_\_\_\_  
\_\_\_\_\_
2. The Subscriber's telephone number: (\_\_\_\_) \_\_\_\_\_
3. The Subscriber's taxpayer identification/social security number: \_\_\_\_\_
4. Date of the Subscriber's birth, organization, formation or incorporation: \_\_\_\_\_
5. E-mail address: \_\_\_\_\_

If the Subscriber is an investment entity (such as an investment pool organized as a limited partnership, limited liability company, corporation or other entity):

- (a) Has the Subscriber established and does it apply anti-money laundering practices and procedures that comply with all applicable laws, rules and regulations? Yes \_\_\_\_\_ No \_\_\_\_\_
- (b) Is any director, officer, manager, member, partner, shareholder or other beneficial owner of the Subscriber (i) a person, entity or other organization that is included on any so-called "watch list" maintained by any governmental agency of the U.S. (including, but not limited to, the U.S. Central Intelligence Agency, the U.S. Department of the Treasury, the U.S. Federal Bureau of Investigation, the IRS, the U.S. Office of Foreign Assets Control and the SEC) or (ii) a senior foreign political

figure,<sup>1</sup> an immediate family member of a senior foreign political figure<sup>2</sup> or a close associate of a senior foreign political figure?<sup>3</sup> Yes \_\_\_\_\_ No \_\_\_\_\_

6. Is the Subscriber an officer, director, general partner, employee or agent of a member of the National Association of Securities Dealers, Inc. or any other broker/dealer, a person associated with such a member or other broker/dealer, or a member of the immediate family of any such person?

Yes  No

If yes, specify relationship or affiliation: \_\_\_\_\_

7. Is the Subscriber a senior foreign political figure, an immediate family member of a senior foreign political figure or a close associate of a senior foreign political figure?

Yes  No

If yes, specify relationship or affiliation: \_\_\_\_\_

- B. IF THE SUBSCRIBER IS AN "ACCREDITED INVESTOR" AS THAT TERM IS DEFINED IN REGULATION D UNDER THE ACT, AND UNDER OTHER APPLICABLE SECURITIES LAWS AND REGULATIONS, PLEASE INDICATE BY INITIALING BELOW WHICH OF THE FOLLOWING CATEGORIES ARE APPLICABLE TO THE SUBSCRIBER.

The Subscriber is and, at the time of the issuance of LP Interests to the Subscriber, shall be:

1.  A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such person's purchase exceeds \$1,000,000, excluding the value of their primary residence.
2.  A natural person who had an individual income\* (not including that of such person's spouse) in excess of \$200,000 in the two preceding calendar years, or joint income with his or her spouse in excess of \$300,000 in each of those years, and who reasonably expects the same level of income in the current calendar year.
3.  A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has

<sup>1</sup> A "senior foreign political figure" is a senior official in the executive, legislative, administrative, military or judicial branch 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 figure" also includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

<sup>2</sup> The "immediate family of a senior foreign political figure" typically includes the figure's parents, siblings, spouse, children and in-laws.

<sup>3</sup> A "close associate of a senior foreign political figure" is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

\* Please note that "income" does not necessarily refer simply to gross income or total revenues. For instance, under certain circumstances, operating expenses or costs of revenues should be deducted from total income. Income for a particular year may be calculated by adding to adjusted gross income as calculated for federal income tax purposes any deduction for depletion allowance, any exclusion for tax exempt interest and any losses of an entity taxed as a

such knowledge and experience in business and financial matters that such person is capable of evaluating the risks and merits of the prospective investment.

4.  An entity in which all of the equity owners are “accredited investors” as such term is defined in Rule 501(a) of Regulation D promulgated under the Act. (If this item is checked, then each equity owner of the Subscriber must complete this Questionnaire.)
5.  A trust that may be amended or revoked by its grantors, all of whom are accredited investors.
6.  A bank as defined in Section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity.
7.  A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
8.  An insurance company as defined in Section 2(13) of the Act.
9.  An investment company registered under the Investment Company Act of 1940, as amended (the “ICA”);
10.  A business development company as defined in Section 2(a)(48) of the ICA.
11.  A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.
12.  Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees if such plan has total assets in excess of \$5,000,000.
13.  An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if (a) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, that is either a bank, savings and loan association, insurance company, or registered investment adviser, (b) the employee benefit plan has total assets in excess of \$5,000,000, or (c) the employee benefit plan is self-directed, with investment decisions made solely by persons that are accredited investors.  
  
(NOTE: If an ERISA Plan, the Disclosure and Acknowledgment form for Qualified Plans set forth in Annex I hereto must also be completed.)
14.  A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.
15.  A tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”), corporation, Massachusetts or similar business trust, limited liability company or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of \$5,000,000.
16.  None of the above.

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partnership allocated to the Subscriber. **Please also note that prospective Subscribers are not to construe this paragraph or any of the other contents of this Subscription Agreement as legal, tax or investment advice. Each prospective Subscriber should consult such Subscriber's own legal counsel, accountant or investment adviser as to legal, tax and related matters concerning such Subscriber's purchase of any LP Interests.**

C. **"QUALIFIED PURCHASER"**

IF THE SUBSCRIBER IS A "QUALIFIED PURCHASER" AS THAT TERM IS DEFINED UNDER ICA SECTION 3(C)(7), PLEASE INDICATE BY INITIALING BELOW WHICH OF THE FOLLOWING CATEGORIES ARE APPLICABLE TO THE SUBSCRIBER.

The Subscriber is and, at the time of the issuance of LP Interests to the Subscriber, shall be:

- \_\_\_\_\_ (1) A natural person (including any person who holds a joint, community property or other similar shared ownership interest with that person's qualified purchaser spouse) who owns at least \$5,000,000 in "investments" (as defined below).
- \_\_\_\_\_ (2) A company that owns at least \$5,000,000 in "investments" (as defined below) and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons (a "Family Company").
- \_\_\_\_\_ (3) A trust that is not covered by clause (2) above and that was not formed for the specific purpose of investing in the Partnership, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (1) or (2) above or clause (4) below.
- \_\_\_\_\_ (4) A natural person or a company, acting for its own account or for the accounts of other qualified purchasers, that owns and invests on a discretionary basis an aggregate of at least \$25,000,000 in "investments" (as defined below).

If such company is a "Purchasing Fund" (as defined below), each of its "Beneficial Owners" (as defined below) that is required to do so (see below) has consented to its treatment as a qualified purchaser. \_\_\_\_\_ (check if applicable)

If such company was formed for the specific purpose of investing in the securities of a company excluded from the definition of investment company under ICA section 3(c)(7), each of its beneficial owners is a qualified purchaser. \_\_\_\_\_ (check if applicable)

- \_\_\_\_\_ (5) A corporation, partnership, trust, fund, association or other entity, each of the beneficial owners of which is a qualified purchaser.
- \_\_\_\_\_ (6) A "QIB" (as defined below). Please supply supporting documentation.
- \_\_\_\_\_ (7) A participant-directed employee benefit plan (such as an IRA or a self-directed 401(k) or Keogh plan), each of the participants in which is a qualified purchaser.

*The following is a brief summary of the definitions and related rules that are required to complete this section of the Questionnaire. The Subscriber should consult with the Subscriber's counsel or the General Partner regarding any questions the Subscriber may have regarding these issues.*

*"Investments" are defined to include the following:*

**Securities** other than securities of an issuer that controls, is controlled by or is under common control with the Subscriber, unless the issuer is (a) a public company (defined as a company that files reports pursuant to Securities Exchange Act of 1934, as amended, Section 13 or 15(d) or has a class of securities that are listed on a "designated offshore securities market" as defined by Regulation S under the 1933 Act), (b) an investment vehicle (defined as an investment company as defined by the ICA, a company excluded from the definition of investment company under any of ICA sections 3(c)(1) through 3(c)(9) and rules 3a-6 and 3a-7 under the ICA, or a commodity pool) or (c) a company with shareholders' equity of at least \$50 million.

**Real estate** held for investment purposes, meaning not used by the Subscriber or a related person for personal purposes, or as a place of business or in connection with the conduct of a trade or business of the Subscriber or a related person (a related person being a sibling, spouse, former spouse or direct lineal descendent or ancestor by birth or adoption of the Subscriber or a spouse of such descendent or ancestor). Residential real estate may be deemed held for investment if deductions with respect to the property are allowed by Code section 280A. Real estate owned by the Subscriber may be deemed to be held for investment purposes if the Subscriber is engaged primarily in the business of investing, trading or developing real estate.

**Commodity interests** held for investment purposes, including commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of a contract market designated for trading such transactions under the federal Commodity Exchange Act and the rules thereunder or a board of trade or exchange outside the United States as contemplated in Part 30 of the rules under the Commodity Exchange Act. Commodity interests owned or financial contracts entered into by the Subscriber may be deemed to be held for investment purposes if the Subscriber is engaged primarily in the business of investing, reinvesting or trading in commodity interests, physical commodities or financial contracts.

**Physical commodities** held for investment purposes, including any commodity held in physical form with respect to which a commodity interest is traded in a market described in the preceding paragraph. Physical commodities owned by the Subscriber may be deemed to be held for investment purposes if the Subscriber is engaged primarily in the business of investing, reinvesting or trading in commodity interests, physical commodities or financial contracts.

**Financial contracts** (as defined in ICA section 3(c)(2)(B)(ii)) entered into for investment purposes, such as swaps and repurchase agreements. Such financial contracts entered into by the Subscriber may be deemed to be held for investment purposes if the Subscriber is engaged primarily in the business of investing, reinvesting or trading in financial contracts.

**Cash and cash equivalents** (including foreign currencies) held for investment purposes, including bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes, and the net cash surrender value of insurance policies.

#### *Valuation*

The value of an investment is its cost or its fair market value on the most recent practicable date, which may in the absence of recent market trading be determined by an appraisal by an independent third party. The value of a commodity interest is the value of the initial margin or option premium deposited in connection with such commodity interest.

#### *Deductions*

The aggregate value of the Subscriber's investments is reduced by the amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the Subscriber's investments. If the Subscriber is a Family Company, any outstanding indebtedness incurred by an owner of the Family Company to acquire the Family Company's investments must also be deducted.

#### *Joint Investments*

A Subscriber who is a natural person may include in the amount of the Subscriber's investments any investments held jointly with the Subscriber's spouse, or investments in which the Subscriber shares with the Subscriber's spouse a community property or similar shared ownership interest. If spouses make a joint investment in the Partnership, each spouse may include in the amount of that spouse's investments any investments owned by the other spouse, whether or not such investments are held jointly. In either case, there must be deducted the indebtedness described in the preceding paragraph of each spouse.

#### *Pension and Retirement Plans*

A Subscriber who is a natural person may include in the amount of the Subscriber's investments any investments held in an individual retirement account or similar account, such as a 401(k) plan, for the benefit of the Subscriber, if the Subscriber directs the investments of that account. This would be true if the Subscriber selects from several investment options for the account, even if the plan's trustee or sponsor selects the range of options from which the Subscriber can choose.

A participant-directed defined contribution plan cannot be a qualified purchaser unless all participants are qualified purchasers. A defined benefit or other retirement plan that owns \$25,000,000 of investments and does not permit participants to decide whether or how much to invest in particular investment alternatives, however, may itself be a qualified purchaser.

#### *Other Forms of Holding Investments*

If an entity that holds investments is the "alter ego" of the Subscriber, such as an entity that is wholly owned by the Subscriber, and the Subscriber makes all the decisions with respect to the investments by that entity, the investments held by such entity may be attributed to the Subscriber.

#### *Investments Held by Affiliated Entities*

If the Subscriber is a company, it may include in determining its investments, the investments owned by the Subscriber's majority-owned subsidiaries and investments owned by a parent company of which the Subscriber is a majority-owned subsidiary, or by a majority-owned subsidiary of the Subscriber and other majority-owned subsidiaries of that parent company.

#### *QIBs*

A Subscriber that is reasonably believed by the Partnership to be a "qualified institutional buyer" ("QIB"), as defined in Rule 144A under the 1933 Act, may be a qualified purchaser, if (a) it is (i) an institution that owns and invests on a discretionary basis \$100,000,000 of securities of issuers unaffiliated with it ("*QIB Securities*"), (ii) a bank that meets such \$100,000,000 test and that has an audited net worth of at least \$25,000,000, or (iii) a registered dealer that owns and invests on a discretionary basis \$25,000,000 of QIB Securities, and (b) it is acting for its own account, the account of another QIB or the account of a qualified purchaser. A QIB that is a self-directed employee benefit plan, such as a 401(k) plan, will not be deemed to be "acting for its own account" if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of the plan. The investment decision must be made by a qualified purchaser.

#### *Funds of Funds that Desire to Become Qualified Purchasers*

A company excluded from the definition of investment company under ICA section 3(c)(1) (a "*3(c)(1) Fund*") or 3(c)(7) (a "*3(c)(7) Fund*") that desires to become a qualified purchaser ("Purchasing Fund") must obtain the consent of its Beneficial Owners (defined below) that acquired interests in the Purchasing Fund on or before April 30, 1996. The pre-April 30, 1996, Beneficial Owners of any 3(c)(1) Fund or 3(c)(7) Fund that directly or indirectly owns any of the securities of the Purchasing Fund ("*Owning Fund*") must also consent to the treatment of the Purchasing Fund as a qualified purchaser in certain circumstances.

"Beneficial Owners" in most cases means the investors in the Purchasing Fund. A Family Company or trust must obtain unanimous consent of all trustees, directors or general partners. The security holders of an Owning Fund must consent only if the following conditions apply:

- (1) The Owning Fund is an investment company or a privately offered securities investment pool (such as a fund of funds or a hedge fund);
- (2) On April 30, 1996, the Owning Fund owned ten percent or more of the Purchasing Fund's limited partner interests;
- (3) On April 30, 1996, the Owning Fund had more than ten percent of its total assets invested in privately offered securities investment pools (such as hedge funds), including the Purchasing Fund; and

- (4) The Owing Fund controls, is controlled by, or is under common control with, either the Purchasing Fund or the 3(c)(7) Fund in which the Purchasing Fund desires to invest (the "Target Fund").

An Owing Fund is not deemed to own indirectly the securities of the Purchasing Fund unless there is a control relationship between the Owing Fund and either the Purchasing Fund or the Target Fund. The beneficial owners of any 3(c)(1) Fund or 3(c)(7) Fund that owns the securities of the Owing Fund need not consent, and would not be deemed Beneficial Owners of the Purchasing Fund, unless there is a control relationship between the Owing Fund and either the Purchasing Fund or the Target Fund.

**A Purchasing Fund may obtain a general consent with respect to a transaction in which it will be a qualified purchaser, except that a specific consent is required if there is a control relationship between the Purchasing Fund or certain of its beneficial owners and the Target Fund.**

D. THE FOLLOWING INFORMATION IS TO BE PROVIDED BY SUBSCRIBERS WHO ARE INDIVIDUALS AND, WITH RESPECT TO SUBSCRIBERS THAT ARE CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, TRUSTS OR OTHER ENTITIES, INCLUDING EMPLOYEE BENEFIT PLANS, BY THE PERSON MAKING THE INVESTMENT DECISION ON BEHALF OF SUCH SUBSCRIBERS.

1. Are you aware of the fact that you have the opportunity to question a representative of the Partnership about this investment, the Partnership, the Partnership's operations and the Partnership's methods of doing business?

Yes  No

2. (a) Do you understand the merits and risks associated with investments in securities?

Yes  No

- (b) Do you understand the merits and risks associated with an investment in the Partnership?

Yes  No

3. Do you understand that there is no guarantee of any financial return on this investment and that you are at risk of losing your entire investment?

Yes  No

4. Can you afford a complete loss of your investment in the Partnership?

Yes  No

5. Do you understand that this investment is illiquid?

Yes  No

6. Do you understand that you may purchase LP Interests for investment only, and not with a view to the sale or other direct or indirect distribution thereof?

Yes  No

7. Have you received, read and understood the information about the Partnership that the Partnership made available, including, without limitation, the Confidential Private Placement Memorandum (together with all documents referenced therein or provided therewith)?

Yes  No

E. REPRESENTATION OF RESIDENCE (FOR INDIVIDUAL SUBSCRIBERS ONLY).

To verify the residence of the Subscriber and to obtain a written representation from the Subscriber as to the Subscriber's legal residence, please complete the following:

(a) I am a bona fide resident of the State of \_\_\_\_\_ and have been for \_\_\_\_\_ years.

(b) Please check one:

I do not maintain any residence at a location other than that indicated above in Item A.1(c).

I do maintain one or more residences at a location other than that indicated above in Item A.1(c). Where? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(c) I have filed a State of \_\_\_\_\_ Income Tax Return as an in-state resident for the last \_\_\_\_\_ years.

(d) I am registered to vote in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
City County State

(e) In which state, if any, do you hold a valid driver's license?

State: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

F. **SUPPLEMENTAL QUESTIONS FOR ENTITIES**

This section should be completed for any Subscriber that is an entity, such as a corporation, limited liability company, partnership, trust, etc.

To ensure that LP Interests will be sold in compliance with Section 3(c)(7), if applicable, of the ICA, please answer the following questions:

1. Was the Subscriber formed or recapitalized<sup>4</sup> for the specific purpose of acquiring the LP Interests?

Yes  No

2. Do the Subscriber's stockholders, partners, members of other beneficial owners have individual discretion as to their participation or non-participation in the LP Interests and have individual discretion as to their participation or non-participation in particular investments made by the Partnership?

Yes  No

3. Does the Subscriber's investment in the Partnership or any other single entity which is excluded from the definition of "investment company" solely by reason of Section 3(c)(1) or Section 3(c)(7) of the ICA constitute more than 40% of the Subscriber's committed capital<sup>5</sup>?

Yes  No

4. Is the Subscriber an investment company registered under the ICA or an investment company which is not registered under the ICA in reliance on Section 3(c)(1) or Section 3(c)(7) thereof?

Yes  No

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<sup>4</sup> For purposes of this Investor Questionnaire, "recapitalization" shall include new investments made in the Subscriber solely for the purpose of financing its acquisition of the LP Interests and not made pursuant to a prior financing commitment.

<sup>5</sup> For purposes of this Investor Questionnaire, "committed capital" includes all amounts that have been contributed to the Subscriber by its shareholders, partners, members or other equity holders plus all amounts that such persons remain obligated to contribute to the Subscriber.

**SIGNATURE**

The Subscriber hereby represents to the Partnership that (a) the information contained herein is complete and accurate and may be relied upon by the Partnership, (b) the Subscriber shall notify the Partnership in writing immediately of any change in any of the information contained herein at any time in the future, (c) the Subscriber has received or had access to all material information enabling the Subscriber to make an informed investment decision and (d) that all information requested has been furnished to the Subscriber.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Name of the Subscriber (please print):

\_\_\_\_\_  
Name of the Joint Subscriber/Spouse  
(please print):

If not an individual, provide name of entity and name and title of signatory:

Entity Name: \_\_\_\_\_

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

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

Executed at \_\_\_\_\_, \_\_\_\_\_  
(City) (State)

on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

NOTE: This form is not intended as an offer to purchase or sell by the Subscriber, the Partnership or the Partnership's General Partner. Offers are made and investments are accepted only after written acceptance of a Subscription Agreement by the Partnership's General Partner.

**SUBSCRIPTION AGREEMENT**

## SUBSCRIPTION AGREEMENT

BIOSYS CAPITAL PARTNERS, LP  
Attention: [Boris Nikolic/Hayes Nuss]

As set forth in the Confidential Private Placement Memorandum previously received and reviewed by the undersigned (the "*Memorandum*"), Biosys Capital Partners, LP, a Delaware limited partnership (the "*Partnership*"), has informed the undersigned (the "*Subscriber*") that the Partnership is conducting a private offering of limited partnership interests in the Partnership (the "*LP Interests*") to select investors. The Partnership has also informed the Subscriber that the Subscriber's investment in the Partnership will be governed by the terms and conditions of that certain Agreement of Limited Partnership of Biosys Capital Partners, LP (the "*Limited Partnership Agreement*") dated as of [\_\_\_\_], 2014 (receipt and review of which are hereby acknowledged) and this Subscription Agreement. Unless otherwise indicated, capitalized terms used herein shall have the meanings given to them in the Memorandum.

The Subscriber desires to make an investment in the Partnership by purchasing LP Interests and is delivering this Subscription Agreement (this "*Subscription Agreement*") to confirm to the Partnership the Subscriber's agreement with the terms for purchasing LP Interests and certain other matters.

1. **Subscription.** The Subscriber hereby irrevocably subscribes for the dollar amount of LP Interests for the aggregate Capital Commitment (as defined in the Limited Partnership Agreement) specified on the signature page hereto. Contemporaneously with the execution and delivery of this Subscription Agreement, the Subscriber has delivered to the Partnership such portion of the Subscriber's Capital Commitment by check or wire transfer of funds that has been called by the Partnership as set forth in written instructions provided by the Partnership to Subscriber.

2. **Agreements and Understandings of the Subscriber.** The Subscriber hereby acknowledges, understands and agrees that:

(a) The subscription for the LP Interests is irrevocable and that the Partnership has the right, in its absolute discretion, to accept or reject this subscription in whole or in part. LP Interests will not be deemed to be sold or issued to, or owned by, Subscriber until the Subscriber is admitted as a Limited Partner.

(b) No representation or promise has been made concerning the marketability or value of the LP Interests. Because the LP Interests have not been registered under the Securities Act of 1933, as amended (the "*Act*"), or under applicable state securities laws, the economic risks of investment in the LP Interests must be borne indefinitely by the Subscriber. The LP Interests may not be sold, transferred, pledged, or otherwise disposed of in the absence of an effective registration statement covering the LP Interests under the Act and applicable state securities laws, or unless an exemption from such registration is available. In addition, the Limited Partnership Agreement restricts the transfer and assignment of LP Interests.

(c) No federal or state agency has passed upon the LP Interests or made any finding or determination as to the fairness or merits of investment in the LP Interests nor any recommendation or endorsement of the LP Interests.

(d) The information provided by the Partnership to the Subscriber regarding the offering is confidential. The Subscriber agrees that all such information shall be kept in confidence; provided, however, that this obligation shall not apply to any such information that (i) is public knowledge and readily accessible as of the date hereof; (ii) becomes public knowledge and readily accessible (except as a result of a breach of this provision or another agreement); or (iii) is rightfully received from a third party without restriction; and provided, further, that this obligation shall not prohibit the Subscriber's discussion of such information with the Subscriber's counsel, accountant or other financial advisor with a duty of confidentiality with respect to such information at least as restrictive as that contained herein solely for the purpose of assisting the Subscriber's analysis and assessment of the offering.

3. **Representations, Warranties and Agreements of the Subscriber.** Subscriber hereby represents and warrants to the Partnership and agrees that:

(a) The LP Interests will be issued in reliance upon the exemption from registration contained in Section 4(2) of the Act, and that such LP Interests will or may also be issued in reliance upon the exemptions from registration contained in comparable exemptions contained in the securities laws of other jurisdictions to the extent applicable, and that the transfer of the LP Interests may be restricted or limited as a condition to the availability of such exemptions. The Partnership's reliance upon such exemptions is based in part upon the Subscriber's representations, warranties, covenants, and agreements contained in this Subscription Agreement.

(b) If Subscriber is admitted as a Limited Partner, Subscriber will not attempt to pledge, transfer, convey or otherwise dispose of Subscriber's LP Interests, except in a transaction that is effected in compliance with the Limited Partnership Agreement.

(c) The LP Interests are being purchased by the Subscriber and not by any other person, with the Subscriber's own funds and not with the funds of any other person, and for the account of the Subscriber, not as a nominee or agent and not for the account of any other person. On acceptance of this Subscription Agreement by the General Partner, no person other than the Subscriber will have any interest, beneficial or otherwise, in the LP Interests. The Subscriber is not obligated to transfer LP Interests or any part thereof or interest therein to any other person nor does the Subscriber have any agreement or understanding to do so. The Subscriber is purchasing the LP Interests for investment for an indefinite period, not with a view to the sale or distribution of any part or all thereof by public or private sale or other disposition. The Subscriber has no intention of selling, granting any participation in or otherwise distributing or disposing of any LP Interests. The Subscriber does not intend to subdivide the Subscriber's purchase of LP Interests with any person.

(d) The Subscriber (1) has been supplied with, or has had access to, all appropriate disclosure information, including risk disclosures, financial statements and other financial information, of the Partnership, to which a reasonable investor would attach significance in making investment decisions, and (2) has had the opportunity to ask questions of, and receive answers from, knowledgeable individuals concerning the Partnership and the LP Interests.

(e) The Subscriber acknowledges that an investment in the Partnership is highly speculative and involves a high degree of risk of loss by the Subscriber of the Subscriber's entire investment in the Partnership and represents that the Subscriber is able to bear the economic risk of such an investment.

(f) The Subscriber understands that other than the Memorandum provided by the Partnership to the Subscriber and all of the documents referenced therein or provided therewith, no offering statement, prospectus or offering circular containing information with respect to the Partnership or the LP Interests has been or is to be prepared, and the Subscriber has made its own inquiry and analysis with respect to the Partnership and the LP Interests. The Subscriber hereby acknowledges receipt of the Memorandum.

(g) The Subscriber, either alone or with the Subscriber's professional advisers, has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Partnership and the LP Interests.

(h) The Subscriber is financially able to bear the economic risk of this investment, can afford to hold the LP Interests for an indefinite period and can afford a complete loss of this investment.

(i) All information that the Subscriber has provided to the Partnership concerning the Subscriber and, if applicable, the person or persons making the investment decision on behalf of the Subscriber, including the Subscriber's investor status and financial position and the knowledge and experience in financial, tax and business matters of the Subscriber and such person, is correct and complete in all material respects as of the date hereof.

(j) The Subscriber is a resident of the state set forth in the address set forth below its signature on the signature page hereto.

(k) The Subscriber acknowledges that:

(i) No federal or state agency has made any findings or determination as to the fairness of the offering of the LP Interests for investment or any recommendation or endorsement of the LP Interests.

(ii) No representations, guarantees or warranties have been made to the Subscriber by the Partnership, the Partnership's General Partner or their respective agents or employees or any other person, expressly or by implication, with respect to the approximate or exact length of time that the Subscriber will be required to hold the LP Interests, except as otherwise provided in the Limited Partnership Agreement.

(iii) No guarantees or warranties have been made to the Subscriber by the Partnership, the Partnership's General Partner or their respective agents or employees or any other person, expressly or by implication, with respect to the profit or return, if any, to be realized as a result of this investment.

(iv) To the extent the Memorandum or any other materials provided to the Subscriber contain projected future operating results or financial performance of the Partnership, the Subscriber understands that such projections are based upon many assumptions that are not in the control of the Partnership or the Partnership's General Partner and that such assumptions may or may not occur. The Subscriber understands that if one or more of such assumptions are incorrect or do not occur as presently expected, such projections shall not be accurate. Accordingly, the Subscriber will not rely on these projections to indicate the actual results which may be realized from an investment in the Partnership. THE SUBSCRIBER SHOULD THEREFORE CONSULT WITH THE SUBSCRIBER'S ADVISOR(S) TO EVALUATE THE FORWARD-LOOKING STATEMENTS AND THE ASSOCIATED ASSUMPTIONS AND MAKE AN INDEPENDENT DETERMINATION OF THE FEASIBILITY OF ANY FORWARD-LOOKING STATEMENTS AND THE ASSUMPTIONS.

(v) There are substantial risks incident to an investment in the Partnership, as summarized in the Memorandum under "CERTAIN INVESTMENT CONSIDERATIONS AND RISK FACTORS."

(l) The Subscriber has investigated the acquisition of the LP Interests to the extent the Subscriber deemed necessary or desirable, and the Partnership has provided the Subscriber with any assistance the Subscriber has requested in connection therewith.

(m) The Subscriber understands that as a Limited Partner of the Partnership, the Subscriber will be unable to participate in the management of the Partnership.

(n) The Subscriber certifies, under penalty of perjury, that the Subscriber is not subject to the backup withholding provisions of Section 3406 of the Internal Revenue Code of 1986, as amended.

(o) The Subscriber was not offered or sold any LP Interest or any other security by means of any general solicitation or the publication of any advertisement.

(p) The Subscriber has a preexisting personal or business relationship with the Partnership or its General Partner, officers, directors or principal interest holders, or, by reason of the Subscriber's business or financial experience or the business or financial experience of the Subscriber's advisors (who are not affiliated with the Partnership), could be reasonably assumed to have the capacity to protect the Subscriber's own interest in connection with the purchase of the LP Interests. The Subscriber further acknowledges that the Subscriber is familiar with the financial condition and prospects of the Partnership's business to the extent such condition and prospects have been communicated to the Subscriber by the General Partner and has discussed with the General Partner of the Partnership the current activities of the Partnership. The Subscriber

believes that the LP Interests are securities of the kind the Subscriber wishes to purchase and hold for investment, and that the nature and amount of the LP Interests are consistent with the Subscriber's investment program.

(q) The Subscriber represents that, with respect to all funds used to purchase the LP Interests subscribed for hereunder, one of the following is true:

(i) no part of such funds constitutes assets of any "employee benefit plan," as such term is defined in 29 C.F.R. Section 2510.3-101 of the regulations issued under the Employee Retirement Income Security Act of 1974 ("ERISA") (or its related trust) or an individual retirement account described in Section 408 of the Internal Revenue Code of 1986, as amended.

(ii) to the extent that any part of such funds constitutes assets of any employee benefit plan (or its related trust), the use of such funds would not constitute a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code, as amended. If the Subscriber is relying on this subparagraph, the Subscriber will fill out completely and submit to the Partnership and the Partnership's General Partner Annex I hereto (Disclosure and Acknowledgment Form for ERISA Plans).

(r) The Subscriber is an "accredited investor" as set forth in Section B of the Investor Questionnaire delivered by Subscriber on the date hereof. If the Subscriber has indicated Category 4 in Section B of such Investor Questionnaire, all equity owners of Subscriber are also accredited investors.

(s) The Subscriber is a "qualified purchaser" as set forth in Section C of the Investor Questionnaire delivered by Subscriber on the date hereof. If the Subscriber has indicated Category 4 or 5 in Section C of such Investor Questionnaire, all equity owners of Subscriber are also qualified purchasers.

(t) The Subscriber understands that the Partnership is prohibited from accepting a subscription for LP Interests by any person or entity that is acting, directly or indirectly, in violation of any anti-money laundering laws, rules, regulations, treaties or other restrictions, or on behalf of any suspected terrorist or terrorist organization, including any person, entity or organization that is included on any so-called "watch list" maintained by any governmental agency of the U.S. (including, but not limited to, the U.S. Central Intelligence Agency, the U.S. Department of the Treasury, the U.S. Federal Bureau of Investigation, the IRS, the U.S. Office of Foreign Assets Control and the SEC) (each such person or entity being called herein a "Prohibited Investor"):

(1) Neither the Subscriber nor any other person, entity or other beneficial owner for whom the Subscriber is acting as an agent, representative, nominee or intermediary (each such person, entity or owner being called herein an "Underlying Beneficial Owner") is a Prohibited Investor or a senior foreign political figure,<sup>6</sup> an immediate family member of a senior foreign political figure<sup>7</sup> or a close associate of a senior foreign political figure.<sup>8</sup>

(2) If the Subscriber is a corporation, partnership, limited liability company, trust, association or other entity, the Subscriber (A) has established the identity of each director, officer

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<sup>6</sup> A "senior foreign political figure" is a senior official in the executive, legislative, administrative, military or judicial branch 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 figure" also includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

<sup>7</sup> The "immediate family of a senior foreign political figure" typically includes the figure's parents, siblings, spouse, children and in-laws.

<sup>8</sup> A "close associate of a senior foreign political figure" is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

and beneficial owner of the Subscriber (including, but not limited to, each shareholder, member, partner, trustee and beneficiary), (B) will maintain all evidence identifying such persons for at least five years after the date the Subscriber terminates its entire interest in the Partnership, (C) has made such information available to the General Partner in the Investor Questionnaire or will provide such information to the General Partner immediately on the General Partner's request and (D) has no intention or obligation to distribute, assign, transfer or sell all or any portion of the Interests to any Underlying Beneficial Owner.

(3) If the Subscriber is an investment entity (such as an investment pool organized as a limited partnership, limited liability company, corporation or other entity), (A) the Subscriber has established and applies anti-money laundering practices and procedures that comply with all applicable laws, rules and regulations and are designed to detect and report any activity that raises suspicion of money laundering activities and (B) none of the Subscriber's directors, officers, managers, members, partners, shareholders or other beneficial owners is a Prohibited Investor, a senior foreign political figure, an immediate family member of a senior foreign political figure or a close associate of a senior foreign political figure.

(4) The assets used to subscribe for the LP Interests hereby were not derived, directly or indirectly, from any illegal activity or source.

(u) This Subscription Agreement constitutes a legal, valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms. The Subscriber, if not an individual, is empowered and duly authorized to enter into this Subscription Agreement (including the power of attorney herein) under any governing document, operating agreement, partnership agreement, trust instrument, pension plan, charter, articles or certificate of incorporation or organization, bylaw provision or the like. The person, if any, signing this Subscription Agreement on behalf of the Subscriber is empowered and duly authorized to do so by the governing document, trust instrument, operating agreement, partnership agreement, pension plan, charter, articles or certificate of incorporation or organization, bylaw provision, board of directors or stockholder resolution, or the like.

(v) The Partnership, General Partner and acting representative acting on behalf of such entities (including any investment representatives or placement agents) communicated the offer to sell Interests directly to the Subscriber in a manner such that the Subscriber was able to ask questions of and receive answers from the General Partner concerning the terms and conditions of this transaction. At no time was the Subscriber presented with or solicited by any leaflet, public promotional meeting, newspaper, magazine or similar medium (including, without limitation, any internet site that does not comply with procedures required to prevent a public solicitation of Interests), or any radio or television article or advertisement, or any other form of advertising or general solicitation. The Subscriber has not reproduced, duplicated or delivered to any other person the Memorandum or any part thereof or excerpt therefrom, including, without limitation, this Subscription Agreement, except to the Subscriber's own advisers, and shall not do so without the General Partner's prior consent.

(w) If the Subscriber is an entity, the Subscriber was not formed for the specific purpose of investing in the Partnership and such Subscriber has or will have substantial other business or investments.

4. **Compliance with Patriot Act and Anti-Terrorism Laws.** The Subscriber agrees to provide the Partnership, promptly upon request, all information that the Partnership in good faith deems necessary to comply with applicable U.S. anti-money laundering, antiterrorist and asset control laws, regulations, rules and orders. The Subscriber consents to the disclosure to U.S. regulators and law enforcement authorities by the Partnership and its affiliates and agents of such information about the Subscriber and each such account as the Partnership in good faith deems necessary to comply with applicable U.S. anti-money laundering, antiterrorist and asset control laws, regulations, rules and orders. If the Subscriber is a financial institution that is subject to the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), the Subscriber represents that it has met all of its respective obligations under the Patriot Act. The Subscriber acknowledges that if, following the investment in the Partnership, the Subscriber in good faith believes that the

Subscriber is a Prohibited Investor or is otherwise engaged in suspicious activity or refuses to provide promptly information that the Partnership requests, the Partnership has the right or may be obligated to prohibit additional investments, segregate the assets constituting the investment in accordance with applicable regulations or immediately require the Subscriber to transfer its LP Interests. The Subscriber further acknowledges that the Subscriber will not have any claim against the Partnership or any of its affiliates or agents for any form of damages as a result of any of the foregoing actions taken in good faith.

5. **Investment Company Act Representation.** In addition to, or in lieu of, the exception provided in Section 3(c)(7) of the Investment Company Act of 1940, as amended (the "ICA"), the Partnership may rely on the exemption provided in Section 3(c)(1) of the ICA and the regulations issued thereunder (the "*Section 3(c)(1) Exemption*") in order to not to be required to register as an investment company, and if the Subscriber is a corporation, limited liability company, trust, partnership or other entity, then the Subscriber represents and warrants that: (a) the Subscriber does not control, is not under common control with, or controlled by, any other investor in the Partnership and no persons other than the Subscriber will have a beneficial interest in the LP Interests (other than as a shareholder, partner or other beneficial owner of an equity interest in the Subscriber); (b) except as expressly set forth in "Supplemental Questions for Entities" above, the Subscriber constitutes one beneficial owner for purposes of Section 3(c)(1) of the ICA; (c) as of the date hereof only, the Subscriber's Capital Commitment does not constitute more than 40% of the combined amount of the Subscriber's total assets and committed capital.

6. **Use of Professional Advisors.** The Subscriber further represents and warrants that (place an "X" in one box below):

(a)  The Subscriber has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of an investment and protecting the Subscriber's own interests in the Partnership, and does not desire to utilize the services of any other person in connection with evaluating such merits and risks.

(b)  The Subscriber intends to use or has used the services of an advisor in connection with evaluating the merits and risks of the investment. The Subscriber hereby acknowledges the following person(s) to be the Subscriber's advisor in connection with evaluating the merits and risks of the investment:

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

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

7. **Indemnification.** The Subscriber acknowledges that it understands the meaning and legal consequences of the representations, warranties and agreements contained in this Subscription Agreement, and hereby agrees to indemnify and hold harmless the Partnership, its General Partner and their respective officers, directors and controlling persons from and against any and all loss, damage or liability due to or arising out of (a) any untrue or inaccurate representation or warranty of the Subscriber contained in this Subscription Agreement, (b) any breach by the Subscriber of this Subscription Agreement or (c) any disposition or attempted disposition of LP Interests contrary to any such representations, warranties or agreements.

8. **Limited Partnership Agreement.** By the Subscriber's execution of this Subscription Agreement, (a) the Subscriber hereby acknowledges the Subscriber's acceptance of and agreement to the terms and conditions of the final version of the Limited Partnership Agreement as delivered to the Subscriber, and the Subscriber further agrees to be bound thereby when and if the Subscriber's Subscription Agreement is accepted by the Partnership's General Partner, and (b) if the Subscriber shall neglect to execute the Limited Partnership Agreement in accordance with the instructions therefor, the Subscriber hereby appoints and constitutes any officer of the General Partner of the Partnership as the Subscriber's true and lawful attorney-in-fact, with power to act for the Subscriber and on the Subscriber's behalf, to execute and deliver the Limited Partnership Agreement in the Subscriber's name and as the Subscriber's act and deed with respect to all or any LP Interests purchased by Subscriber pursuant to this Subscription

Agreement. The power of attorney granted hereby is coupled with an interest and shall be irrevocable until such time as the Partnership's General Partner accepts or rejects the Subscriber's investment in the Partnership.

9. **Special Power of Attorney.** The Subscriber hereby irrevocably makes, constitutes and appoints the Partnership's General Partner and its officers with full power of substitution, as true and lawful attorneys, for the Subscriber and in the Subscriber's name, place and stead for the Subscriber's use and benefit to:

(a) Execute and acknowledge and, to the extent necessary, file and record any amendments to the Limited Partnership Agreement for the purpose of correcting any error or omission or satisfying the requirements or conditions imposed by any federal or state governmental agency, and for the purpose of admitting persons or entities as additional Limited Partners of the Partnership or permitting Limited Partners to withdraw, in each case as provided for in the Limited Partnership Agreement.

(b) Attach the Subscriber's executed Signature Page to the Limited Partnership Agreement with the effect of binding the Subscriber to the terms and conditions of the Limited Partnership Agreement.

(c) Take any further action that such attorney-in-fact deems necessary or advisable in connection with any of the foregoing clauses 9(a) or 9(b) to the extent not adverse in any material respect to the Subscriber.

The foregoing grant of authority:

(i) Is a special power of attorney coupled with an interest, is irrevocable and shall survive the Subscriber's dissolution, death or incapacity;

(ii) May be exercised by the Partnership's General Partner or any officer thereof for the Subscriber by the signature of the Partnership's General Partner (or any such officer) as attorney-in-fact for the Subscriber and the other Limited Partners of the Partnership with respect to which the Partnership's General Partner has a power of attorney; and

(iii) Shall survive the delivery of an assignment by the Subscriber of all or any part of the Subscriber's LP Interests.

This special power of attorney does not supersede any part of the Limited Partnership Agreement.

10. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one (1) Subscription Agreement.

11. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware, excluding those laws that direct the application of the laws of another jurisdiction.

12. **Successors.** The representations, warranties and agreements in this Subscription Agreement shall be binding on the Subscriber's successors, assigns, heirs and legal representatives and shall inure to the benefit of the respective successors and assigns of the Partnership and the General Partner, any other person that shall hereafter be admitted to the Partnership as a general partner thereof in accordance with the Agreement, and their respective affiliates.

13. **Number and Gender.** The use of the singular number shall be deemed to include the plural and vice versa, and each gender shall be deemed to include each other gender, as the context may require, and "person" shall be deemed to include natural person, corporation, limited liability company, partnership, trust or other legal entity.

14. **Entire Agreement.** This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all

parties. The representations, warranties, covenants and agreements in this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement and the Agreement and shall continue in full force and effect notwithstanding anything to the contrary in the Agreement, except only to the extent otherwise provided in a written amendment of this Subscription Agreement, specifically referring hereto, that is signed by or on behalf of the General Partner and the Subscriber.

15. **Severability.** If any provision of this Subscription Agreement or the application thereof to any person or in any circumstances shall be held to be invalid, unlawful, or unenforceable to any extent, the remainder of this Subscription Agreement, and the application of such provision other than to the persons or in the circumstances deemed invalid, unenforceable or unlawful, shall not be affected thereby, and each remaining provision hereof shall continue to be valid and may be enforced to the fullest extent permitted by law.

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

The Subscriber's Signature

\_\_\_\_\_

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

If applicable:

Spouse/Joint Subscriber's Signature

\_\_\_\_\_

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

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

If not an individual, provide name of entity and name and title of signatory:

Entity Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Capital Commitment: \$ \_\_\_\_\_

**THE SECURITIES ISSUABLE IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE ACT OR UNDER APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND SUCH STATE SECURITIES LAWS, OR AN OPINION OF THE SUBSCRIBER'S LEGAL COUNSEL SATISFACTORY TO THE PARTNERSHIP THAT REGISTRATION IS NOT REQUIRED**

**UNDER THE ACT AND SUCH STATE SECURITIES LAWS, OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE ACT. IN ADDITION, ANY TRANSFER, PLEDGE, HYPOTHECATION OR ASSIGNMENT MUST BE IN COMPLIANCE WITH THE TRANSFER AND ASSIGNMENT PROVISIONS OF THE LIMITED PARTNERSHIP AGREEMENT.**

Accepted as of \_\_\_\_\_, \_\_\_\_\_:

BIOSYS CAPITAL PARTNERS, LP

By: BIOSYS CAPITAL MANAGEMENT, LLC, its general partner

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

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

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

**COUNTERPART SIGNATURE PAGE TO THE LIMITED PARTNERSHIP  
AGREEMENT**

**LIMITED PARTNER SIGNATURE PAGE  
FOR  
BIOSYS CAPITAL PARTNERS, LP**

The undersigned Limited Partner hereby agrees to make the Capital Commitment set forth below and hereby executes the Agreement of Limited Partnership of Biosys Capital Partners, LP (the "*Limited Partnership Agreement*"), for the purpose of admitting the undersigned as a Limited Partner into Biosys Capital Partners, LP, a Delaware limited partnership (the "*Partnership*"), and hereby authorizes attachment of this signature page to a counterpart of the Limited Partnership Agreement executed by the General Partner of the Partnership.

**FOR INDIVIDUALS**

Signature	Signature of Spouse, if any
Print Name	Print Name of Spouse
Social Security No.	Social Security No. of Spouse
Residence Address (not <span style="background-color: black; color: black;">    </span> Box)	Mailing Address (if different)
City                      State                      Zip	City                      State                      Zip
Telephone No.: _____	E-Mail Address: _____
Facsimile No.: _____	Dated: _____
Capital Commitment: _____	

**FOR CORPORATIONS, LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS OR TRUSTS**

Print Name of Entity	Taxpayer ID No. of Entity
Signature of Person Authorized to Sign for Entity	Principal Office Address
Printed Name and Position of Person Authorized to Sign	City                      State                      Zip
Telephone No.: _____	E-Mail Address: _____
Facsimile No.: _____	Dated: _____
Capital Commitment: _____	

**SPOUSAL CONSENT TO THE LIMITED PARTNERSHIP AGREEMENT**

## SPOUSAL CONSENT

I acknowledge that I am the spouse of the person listed above my name and that my spouse (or a trust in which my spouse is a trustee) is a Limited Partner in Biosys Capital Partners, LP, a Delaware limited partnership (the "*Partnership*"). I have read, approve of, and agree to the terms of the Agreement of Limited Partnership of Biosys Capital Partners, LP (the "*Limited Partnership Agreement*"), to which this Spousal Consent is attached, and know the contents thereof, including, without limitation, the provisions of the Limited Partnership Agreement relating to the contribution of money to the Partnership, management of Partnership property, and the purchase, sale or other disposition of Partnership property and of the interest of any Partner therein. I am aware that, under the Limited Partnership Agreement, my spouse has agreed to certain restrictions on my spouse's ability to sell my spouse's interest in the Partnership, as more fully described in the Limited Partnership Agreement. I hereby consent to each and every such restriction and provision set forth in the Limited Partnership Agreement and approve the provisions of the Limited Partnership Agreement. I hereby agree that any and all interests I may have in the Partnership shall be governed by the terms of the Limited Partnership Agreement and this Spousal Consent, and I hereby designate and appoint my spouse, which appointment is coupled with an interest and hereby declared irrevocable, as my true and lawful attorney-in-fact for all purposes of the Limited Partnership Agreement, including, without limitation, to act for and bind me in all Partnership matters and affairs. This Spousal Consent may be executed in multiple counterparts, which may be appended to any other counterpart of this Spousal Consent.

Dated \_\_\_\_\_, 201\_\_

Spouse of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**ANNEX I**  
**DISCLOSURE AND ACKNOWLEDGMENT FORM FOR ERISA PLANS**

**ANNEX I**  
**DISCLOSURE AND ACKNOWLEDGMENT FORM FOR ERISA PLANS**

Biosys Capital Partners, LP, a Delaware limited partnership (the “*Partnership*”) is an entity which is issuing limited partnership interests (“*LP Interests*”) which are not and likely will never be listed for trading on an established securities market.

Investment in the LP Interests involves special risks in terms of valuation and liquidity for the ERISA Plan investor.

The Partnership will not accept any subscription to purchase LP Interests from, nor any document purporting to transfer LP Interests to, an ERISA Plan prior to the submission of this disclosure statement, properly executed by the ERISA Plan fiduciary.

**STATEMENT OF ACKNOWLEDGMENT BY ERISA PLAN FIDUCIARY:**

**1. ERISA Requirements**

As a fiduciary or investment manager with respect to an employee benefit plan, IRA, Keogh plan or other arrangement (an “*ERISA Plan*”) subject to the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”), or the Internal Revenue Code of 1986, as amended (the “*Code*”), I hereby acknowledge and agree that the Partnership (and its partners, officers, representatives and agents) shall have no liability to the ERISA Plan if the investment made by the ERISA Plan in the Partnership fails to satisfy all the requirements of Section 404(a)(1) of ERISA, specifically including the “prudent man” standards of Section 404(a)(1)(B) and the “diversification” standard of Section 404(a)(1)(C), or if such investment is otherwise prohibited under any of the provisions of Section 406 of ERISA or Section 4975(c)(1) of the Code. I have carefully analyzed the impact of ERISA and the Code in the context of the ERISA Plan’s particular circumstances before authorizing an investment in the Partnership. I understand ERISA imposes significant responsibilities on fiduciaries with respect to an ERISA Plan, including prudence, diversification, prohibited transactions and other standards. In determining whether a particular investment is appropriate for an ERISA Plan, Department of Labor regulations provide that a fiduciary of an ERISA Plan must give appropriate consideration to, among other matters, the role of the investment in the ERISA Plan’s portfolio, and take into account a variety of factors, including whether the investment is designed reasonably to further the ERISA Plan’s purposes, an examination of risk and return factors, a portfolio’s composition with regard to diversification, the liquidity and return of the total portfolio relative to the anticipated cash flow needs of the ERISA Plan, the income tax consequences of the investment and projected return of the total portfolio relative to the ERISA Plan’s funding objectives. I fully understand the illiquid nature of an investment in the Partnership. I understand that no public market exists for the LP Interests and that a public market or any market for the LP Interests may never develop. I also understand and acknowledge that the Partnership’s General Partner may elect to restrict transfers of limited partnership interests to avoid the application of the “plan asset regulations” under 29 C.F.R. Section 2510.3-101 to the Partnership. As a plan fiduciary, I have reviewed both anticipated and unanticipated liquidity needs for my ERISA Plan, in particular those for participant terminations, plan termination, retirement, death and disability. In addition, I understand that, under circumstances prescribed by Internal Revenue Service regulations concerning ERISA Plans, distributions to a participant may be required to commence upon the attainment of age 70 ½ by a participant. I hereby acknowledge that I have reviewed the liquidity needs of the ERISA Plan and it is my conclusion, after such review, that this investment is consistent with the ERISA Plan’s foreseeable future liquidity needs and is consistent with the foregoing regulations and my fiduciary responsibilities.

**2. Non-Fiduciary Status**

I acknowledge that none of the Partnership, the Partnership’s General Partner or any of their respective affiliates is a fiduciary with respect to the investing ERISA Plan. A person is a fiduciary with respect to an ERISA Plan to the extent that, with respect to the ERISA Plan, such person:

- (i) has any investment discretion with respect to such assets; or

(ii) regularly gives individualized investment advice that serves as the primary basis for the investment decisions made with respect to such assets; or

(iii) is otherwise a fiduciary with respect to a plan, e.g., a plan trustee, plan administrator, or officer of a plan sponsor having authority to invest or dispose of such assets.

If the Partnership or the Partnership's General Partner or any employee or agent of the Partnership or the Partnership's General Partner is ever held to be a fiduciary, then it is agreed that, in accordance with Sections 405(b)(1), 405(c)(2), and 405(d) of ERISA, the fiduciary responsibilities of that person shall be limited to such person's duties in administering the business of the Partnership, and such person shall not be responsible for any other duties with respect to any employee benefit plan (specifically including evaluating the initial or continued appropriateness of any such employee benefit plan's investment in the Partnership under Section 404(a)(1) of ERISA).

### 3. Relationship to Other Information

I have requested and received all information from the Partnership that I consider relevant to make the necessary determination regarding an investment in the LP Interests by the ERISA Plan. The Partnership will not permit an ERISA Plan (for this purpose only, the term "*ERISA Plan*" also includes IRAs, entities whose assets include plan assets by reason of a plan's investment in such entity, and other employee benefit plans described in Section 3(3) of ERISA, whether or not subject to Title I of ERISA) to acquire LP Interests, either directly from the Partnership or by transfer from an existing partner, if such proposed transfer would cause the ownership of any of the LP Interests by ERISA Plans in the aggregate to equal or exceed twenty-five percent (25%) of total LP Interests issued (excluding from the total LP Interests held by the Partnership's sponsors and their affiliates), unless counsel for the Partnership determines that an exemption from ERISA applies. As a result, the Partnership retains the right not to approve of the purchase of LP Interests by or on behalf of the undersigned ERISA Plan.

### 4. Consultation with Legal and Tax Advisors

I have consulted with the ERISA Plan's legal and tax advisors concerning the impact of ERISA and the Code and the potential consequences, including tax consequences, of an investment in the Partnership. The undersigned acknowledges that neither the Partnership nor the Partnership's General Partner nor any other person on their behalf makes any representation that an investment in the Partnership meets all ERISA or other requirements with respect to ERISA Plans.

I represent and warrant to the Partnership that I am either a named fiduciary of the ERISA Plan or an investment manager of the ERISA Plan with full authority under the terms of the ERISA Plan and full authority from all ERISA Plan beneficiaries, if required, to cause the ERISA Plan to invest in the Partnership. Such investment has been duly approved by all other named fiduciaries whose approval is required, if any, and is not prohibited or restricted by any provisions of the ERISA Plan or of any related instrument.

I agree that I will notify the Partnership, in writing, of (1) any termination, substantial contraction, merger or consolidation of the ERISA Plan, or transfer of the assets of any such ERISA Plan, (2) any amendment to the ERISA Plan or any related instrument that materially affects the investments of the ERISA Plan or my authority to authorize plan investments, and (3) any other alteration in my authority to authorize plan investments.

#### ACKNOWLEDGED AND AGREED:

Name of Fiduciary: \_\_\_\_\_

Signature of Fiduciary: \_\_\_\_\_

Name of Plan: \_\_\_\_\_

Type of Plan: \_\_\_\_\_

Office Name and Number: \_\_\_\_\_

Investment Amount: \_\_\_\_\_

**FORM W-9**



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.  
<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.  
**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.