

## SUBSCRIPTION APPLICATION AND AGREEMENT

## FOR SERIES F/FA AND SERIES USD-F/FA ONLY OF THE RP FUNDS

### SUBSCRIPTION INSTRUCTIONS

#### Please email this completed subscription form and supporting documents to:

RP Funds, c/o Apex Fund Services Limited: Email: rpia.investorservices@apexfund.com

#### And to:

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

#### If you require <u>further information</u>, please contact:

RP Investment Advisors LP39 Hazelton AvenueToronto, OntarioM5R 2E3Attention:Client Engagement TeamEmail:advisorservices@rpia.caPhone :647-776-2566

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



## FUNDSERV SUBSCRIPTION APPLICATION AND AGREEMENT - MANAGED ACCOUNTS ONLY -

SUBSCRIBER ON BEHALF OF INVESTOR INFORMATION				
ON BEHALF OF				
Portfolio Manager Name Full Legal Name of Investor (AND Joint Investor if applicable) INVESTOR INFORMATION				
Street Address of Investor	City		Province	Postal Code
Telephone	Email Address of Inv		vestor	
Country of Investor Residence for Tax Purposes		Investor Tax I	dentification Number	
DEALER INFORMATION				
Dealer Name	Telephone		Email Address	
SUBSCRIPTION INFORMATION				
RP Investment Advisors LP	<u>Series</u> <u>F/FA</u>	<u>Series USD-</u> <u>F/FA</u>	Amount (\$)	Effective Date of subscription
RP Debt Opportunities Fund Trust				
RP Fixed Income Plus Fund				
RP Select Opportunities Fund				
SUBSCRIBER CERTIFICATE				
The Subscriber hereby certifies that the Units are being purchased through a fully managed account and that the Subscriber did not open the fully managed account solely for the purpose of making this investment.				
By signing this agreement, the Subscriber further attests that as a registrant under applicable Canadian securities legislation, that they acknowledge, and will fulfill, all regulatory obligations pertaining to the managed account and Investor. This includes, but is not limited to, Know-Your Client and Suitability Obligations set our National Instrument 31-103; anti-money laundering and anti-terrorist financing requirements under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act; and all applicable Canadian and foreign tax reporting regulations, including those relating to the Foreign Account Tax Compliance Act and the Standard for Automatic Exchange of Financial Account Information (Common Reporting Standard). The Subscriber subsequently agrees to provide the Manager with relevant information related the Investor for the purpose of applicable tax and fund financial reporting obligations of the Manager.				
DISTRIBUTIONS ELECTION – RP FIXED INCOME PLUS FUND ONLY				
The Subscriber wishes to (check one): receive cash distributions <u>OR</u> have distributions re-invested in additional Units of the Fund.				
SIGNATURE OF SUBSCRIBER				
By executing this Subscription Application and Agreement, the Subscriber hereby irrevocably subscribes for Units of RP Debt Opportunities Fund Trust, RP Fixed Income Plus Fund and/or RP Select Opportunities Fund (each, a "Fund", and collectively, the "Funds" or the "RP Funds") in the aggregate principal amount(s) as set out above at a price per Unit as described in the confidential offering memorandum of the applicable Fund or Funds, as it may be amended from time to time, relating to the offering of the Units (the "Offering Memorandum"). By submitting this subscription, the Subscriber acknowledges that the Manager is relying on the representations and warranties set out below, acknowledges and agrees to be bound by the terms and conditions of this Subscription Application and Agreement (including all schedules hereto) and certifies that all representations made by it are true and complete. This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts.				
Dated as of this day of			, 20	
X				
Signature of Authorized Individual			Name and Title of Authorized Signatory (please print)	

## SCHEDULE B – SUBSCRIPTION TERMS AND CONDITIONS

#### SERIES F/FA AND SERIES USD-F/FA UNITS

#### General

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

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

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

#### General Representations and Warranties

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

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

- (6) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Manager;
- (7) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation; and
  - (a) the Subscriber may be restricted from using the civil remedies available,
  - (b) the Subscriber may not receive certain information, and
  - (c) the Fund is relieved from certain obligations,

under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;

- (8) the Subscriber has received and reviewed the Offering Memorandum and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the business and affairs of the Fund, the Units and the subscription hereby made;
- (9) the Subscriber will not knowingly transfer his or her Units in whole or in part to a person without the approval of the Manager and will do so only in accordance with applicable securities laws;
- (10) the investment portfolio and trading procedures of each Fund are proprietary to the Fund and the Manager and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the Manager;
- (11) if the Subscriber is a non-resident person, distributions paid in cash will be net of applicable withholding taxes or, if the distributions are reinvested, they will be reinvested after applicable taxes have been withheld; and
- (12) the Subscriber will execute and deliver all documentation and provide all such further information to the Manager as may be required from time to time in order for the Manager to satisfy its obligations under applicable securities legislation and anti-money laundering and anti-terrorist financing legislation, and to satisfy domestic and foreign tax reporting and similar filings, even though the Manager may be relying on the Subscriber's Agent identified in Schedule B to collect such information at first instance.

#### Purchasing as Bare Trustee or Agent

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

#### **Financial Reporting**

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

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

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

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

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

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

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

The Subscriber acknowledges that (i) the Manager or the Administrator, or any of the other agents or service providers of the Fund(s), may monitor communications, investments, redemptions, and other payments; (ii) the Manager or the Administrator may be required to report any suspicious activity to appropriate authorities; (iii) in the course of making investments, the Manager or the Administrator may disclose information contained in this Subscription Agreement or otherwise provided by the Subscription Agreement or otherwise provided in this Subscription Agreement or otherwise provided in this Subscription Agreement or otherwise provided by the Subscription Agreement or otherwise prov

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

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

#### Foreign Tax Reporting

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

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

#### **Privacy Policy**

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

#### Indemnity

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

#### Governing Law

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

#### Language

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

## **SCHEDULE C - PRIVACY POLICY**

#### **RP INVESTMENT ADVISORS LP**

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

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

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

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

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

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

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

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

#### **Ontario Securities Commission**

20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8 Telephone: (416) 593- 8314 Toll free in Canada: 1-877-785-1555 Facsimile: (416) 593-8122 Email:

exemptmarketfilings@osc.gov.on.ca Public official contact regarding indirect collection of information: Inquiries Officer

# The Manitoba Securities Commission

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

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

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

# Prince Edward Island Securities Office

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

## **Government of Yukon**

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

#### **Alberta Securities Commission**

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

## Financial and Consumer Services Commission (New Brunswick)

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

## Nova Scotia Securities Commission

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

## Autorité des marchés financiers

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

## British Columbia Securities Commission

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

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

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

## Government of Nunavut

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

## Financial and Consumer Affairs Authority of Saskatchewan

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