



SUBSCRIPTION AGREEMENT

‘SUITE ART&TRADE Bonds due 2028’

(the ‘Bonds’)

ISIN: ***

Issued by

Suite Finance SCC PLC

(the ‘Company’)

In respect of

E-ART Cell

Amount of Subscription (Currency, Amount in words):

In numbers:

EUR _____

Other than cash (full details):

Name for Note Registration

Address for Note registration:

Address for communication if other than registration address:



Date of Subscription:

Date of Birth / Incorporation

Telephone:

Fax:

E-mail:

Name and Address of Employer or Business:

Position Held:



Details of Account and Name & Address of Remitting Bank:

Bank Name:

Bank Address:

Swift Code / Sort code:

Account name:

Account number:

IBAN:

Is the subscriber the exclusive beneficial owner of the assets? (please tick)

Yes

no

(if no, please complete the financial details below in relation to the beneficial owner)

Origin of Assets Deposited with the Bank (please tick)

sale of business

investment profits

life time earnings/salary

(lottery) winnings

gift/inheritance

others (specify)

sale of real estate

Please input a brief description of the above (ex: if life time earnings, indicate average yearly salary and place of work:



Estimated Total Income p.a. (please tick)

- | | |
|--|--|
| <input type="checkbox"/> < € 100 000 | <input type="checkbox"/> € 700,000 – €1.5 Mio. |
| <input type="checkbox"/> € 100'000 – € 300'000 | <input type="checkbox"/> > € 1.5 Mio.* |
| <input type="checkbox"/> €300'000 – € 700,000 | |

* Please specify:

Estimated Total Assets (please tick)

- | | |
|---|--|
| <input type="checkbox"/> < € 700,000 | <input type="checkbox"/> € 5 Mio. – € 10 Mio. |
| <input type="checkbox"/> € 700,000 – € 2 Mio. | <input type="checkbox"/> € 10 Mio. – € 40 Mio. |
| <input type="checkbox"/> € 2 Mio. – € 5 Mio. | <input type="checkbox"/> >€ 40 Mio. * |

* Please specify:



REPRESENTATIONS AND WARRANTIES

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- (i) I/we* confirm that I/we* have read and understood the contents of the Prospectus to which this subscription form was attached and I/we* offer to subscribe and agree to accept the number of Notes which may be allotted to me/us* in accordance with the terms of the Prospectus to which this subscription form was attached and subject to the provisions of the Memorandum and Articles.
- (ii) I/we*, the undersigned represent and warrant that I/we am/are* over the age of 18.
- (iii) I/we*, represent and warrant that I/we* have the right and authority to make the investment pursuant to this application form whether the investment is my/our own or is made on behalf of another person or entity and that I/we are/will* not be in breach of any laws or regulations of any competent jurisdiction and I/we* hereby indemnify the Company, the Corporate Service Provider and other shareholders for any loss suffered by them as a result of this warranty/representation not being true in every respect.
- (iv) I/we*, agree to provide the representations in this application form to the Company on an annual basis at the request of the Corporate Service Provider or the Company and at such other times as the Corporate Service Provider or the Company may request and to provide on request such certificates, documents or other evidence as the Company may reasonably require to substantiate such representations.
- (v) I/we*, agree to notify the Company immediately if I/we* become aware that any of the representations is/are* no longer accurate and complete in all respects and, if deemed necessary by the Company at its absolute discretion, agree immediately to sell or to tender to the Company for redemption a sufficient number of Notes to allow the representation to be made.
- (vi) I/We*, hereby confirm that the Company, the Directors and the Corporate Service Provider are each authorised and instructed to accept and execute any instructions in respect of the Notes to which this application relates given by me/us by facsimile. If instructions are given by me/us* by facsimile, I/we* undertake to confirm them in writing. I/we* hereby indemnify the Company, the Directors and the Corporate Service Provider and agree to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of any of them acting on facsimile instructions. The Company, the Directors and the Corporate Service Provider may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- (vii) I/We*, apply to be entered in the Register as the holder/holders* of the Notes issued in relation to this application.
- (viii) I/We*, acknowledge that due to anti-money laundering requirements operative within their jurisdiction, the Corporate Service Provider and/or the Company may require proof of identity, source of funds and address as described in the Term Sheet before the application can be processed and the Company and/or the Corporate Service Provider shall be held harmless and indemnified against any loss ensuing due to the failure to process this application, if such information as has been required by the parties hereto has not been provided by me/us. I/We* hereby consent to the release by the Corporate Service Provider or the Company of any information provided by me/us to the relevant money laundering authority or the Company or the provider of the registered office.
- (ix) I/We*, hereby acknowledge that by signing and submitting this Form, I/we* will be applying irrevocably for Notes issued by the Company all subject to the terms of the Term Sheet (which I/we* have read in full and understood) and the Memorandum and Articles.
- (x) I/We* acknowledge that the Company may compulsorily redeem my/our* Notes in certain circumstances as laid down in the Term Sheet.



- (xi) I/We* acknowledge that the Notes have not been registered under the laws of any jurisdiction, and that no governmental authority has approved the offering of the Notes.
- (xii) I/We* agree to indemnify and hold harmless the Company, their Directors and officers, the Corporate Service Provider, and each of their affiliates and their officers, directors, members, and employees from and against any and all direct and consequential loss, damage, liability, cost or expense (including reasonable attorneys' and accountants' fees and disbursements, whether incurred in an action between the parties hereto or otherwise) which the Company or any one of them may incur by reason of or in connection with this application and agreement, including any misrepresentation made by myself/ourselves* or any of my/our agents*, any breach of any declaration, representation or warranty of mine/ours*, the failure by me/us* to fulfill any covenants or agreements under this application and agreement, its or their reliance on facsimile or other instructions.

SIGNATURE(S)

First Applicant: _____ Date: _____

Additional Applicant: _____ Date: _____

Please be advised that applications signed under a Power of Attorney cannot be accepted

Please send this original application form and all original supporting documentation to the Corporate Services Provider as follows: Alter Domus (Services) Malta Limited Vision Exchange Building, Triq it-Territorjals, Zone 1, Central Business District, Birkirkara, CBD 1070 - Malta,

Agreed and Accepted by Introducer:

 Name:
 Title:
 Email:
 Date: _____

Agreed and Accepted by the Owner/Seller:

 Name:
 Title: Director
 Suite Asset Management SA
 Email: info@suiteassetmanagement.com
 Date: _____

Agreed and Accepted by the Issuer:

 Name:
 Title: Director
 Suite Finance SCC p.l.c. in respect of the E-ART Cell
 Email: info@suitefinance.com
 Date: _____