

**Diametric Partners, LP**

**ADDITIONAL SUBSCRIPTION FORM**

To: Diametric Partners, LP  
c/o [Theorem]  
Facsimile: [number]  
Email: [email]

Dear Sir or Madam:

The undersigned limited partner (the “*Investor*”) in Diametric Partners, LP (the “*Fund*”) hereby subscribes for additional limited partnership interests in the Fund (“*Interests*”) and agrees to make an additional Capital Contribution to the Fund in the amount set forth below, or such lesser amount as Diametric GP, LLC (the “*General Partner*”) shall choose to accept (the “*Additional Capital Contribution*”).

**Requested Additional Capital Contribution:** \$ \_\_\_\_\_

**Requested Class:** \_\_\_\_\_

**Requested Closing Date:** \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_\_

The Investor further acknowledges and agrees that the Fund currently offers and issues Interests to eligible Investors in accordance with the Limited Partnership Agreement of the Fund (as the same may be amended and/or restated from time to time, the “*Partnership Agreement*”). The Investor hereby irrevocably subscribes for and agrees to purchase the Interest issued to it by the Fund in accordance with the terms set forth in the Partnership Agreement.

The Investor acknowledges and agrees that the terms and conditions contained in the Subscription Agreement dated \_\_\_\_\_, 20\_\_\_\_, and the various exhibits, appendices and attachments thereto, previously executed by the Investor and accepted by the General Partner (the “*Subscription Agreement*”), shall be incorporated by reference into this Additional Subscription Form for all purposes of this Additional Capital Contribution. In addition, the Investor further acknowledges and agrees (a) that the representations, warranties, covenants and certifications of the Investor contained in the Subscription Agreement and the exhibits thereto (including the Confidential Investor Questionnaire) are true, correct and complete in all respects on and as of the date set forth below, as if made on such date; and (b) that all information that the Investor has provided to the Fund, the General Partner, the Administrator, Diametric Capital Management, LLC (the “*Investment Manager*”), and/or any agents thereof concerning or relating to the Investor is true, correct and complete in all respects on and as of the date set forth below. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Subscription Agreement.

The Investor acknowledges and agrees that the execution and delivery of this Additional Subscription Form constitutes a binding and irrevocable offer to pay the Additional Capital Contribution and purchase an Interest as set forth in this Additional Subscription Form and an agreement to hold such offer open until it is either accepted or rejected by the General Partner. The General Partner shall have the right to accept or reject this Additional Capital Contribution, in whole or in part, in its sole and absolute

discretion. Promptly upon request, the Investor agrees to provide the Fund with any information or documents that it, the General Partner or the Administrator may request from time to time.

Unless otherwise agreed by the General Partner, the Investor hereby agrees, no later than three (3) Business Days prior to the requested Closing Date set forth above, to pay the full amount of the Additional Capital Contribution in U.S. dollars by fed wire transfer of immediately available funds to an account of the Fund in accordance with the wiring instructions set forth below. Late payments may be applied by the Fund to the issuance of Interests as of the next applicable Closing Date (or such other date as the General Partner may determine in its sole discretion).

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Signature

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Print Name

**Note:** Should another authorized signer, other than the original subscription document signer(s), provide instruction regarding the investment, provision of identification and signature verification (in the form of government-issued photo identification) for said individual(s) will be required if it has not already been provided as part of the identity verification documentation requirements set forth in the Anti-Money Laundering Supplement.

Please identify the bank or other financial institution (and corresponding wire information) from which the Investor's funds will be wired and to which any withdrawal proceeds should be sent by wire transfer. Subscription wires should originate from a bank account held in the name of the Investor as it is registered with this investment. Any discrepancies may result in a delay in the acceptance of the subscription while the Administrator works with the Investor and/or its bank to obtain suitable comfort as to the source of the funds, and/or funds may be returned to the originating account. Please note that subscriptions funded by third-parties will not be accepted. Investor agrees that all or any funds payable to the Investor may be wire transferred in accordance with the following instructions, until further written notice, signed by one or more of the individuals authorized to act on behalf of the Investor, is sent to the Administrator. With respect to this transaction and future transactions, if for any reason the bank account information on the wire transfer and the bank account information below do not match, or if the bank account name does not match the Investor name for valid reasons, the Administrator may require the Investor to provide additional information.

Bank Name	
Bank Address	
Bank Country	
ABA or SWIFT Code	
Intermediary Bank Name (if applicable)	
Intermediary Bank SWIFT Code	
Intermediary Bank ABA	
Account Name	
Account Number	
For Further Credit To: Name (if applicable)	
For Further Credit To: A/C Number	

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***FOR INTERNAL USE ONLY***

The Additional Capital Contribution is hereby accepted by the General Partner as of the date set forth below.

[\_\_\_\_\_]

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

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

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

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