

(b) The Partnership Interest will not be offered for sale, sold or transferred other than in accordance with the Partnership Agreement and pursuant to: (i) an effective registration under the Securities Act or in a transaction which is otherwise in compliance with the Securities Act; and (ii) evidence satisfactory to the Partnership of compliance with the applicable securities laws of other jurisdictions. The Partnership shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the above laws and may, if it so desires, refuse to permit the transfer of the Partnership Interest unless the request for the transfer is accompanied by an opinion of counsel acceptable to the Partnership to the effect that neither the sale nor the proposed transfer will result in any violation of the Securities Act or the securities laws of any other jurisdiction.

(c) A legend indicating that the Partnership Interest has not been registered under such laws and referring to the restrictions on transferability and sale of the Partnership Interest may be placed on any certificate(s) or other document delivered to the undersigned or any substitute therefore and the General Partner of the Partnership or any transfer agent may be instructed to require compliance therewith.

(d) The undersigned hereby agrees that any representation made hereunder will be deemed to be reaffirmed by the undersigned at any time the undersigned makes an additional Capital Contribution to the Partnership and the act of making such additional Capital Contribution will be evidence of such reaffirmation.

(e) The undersigned understands and agrees that legal counsel for the General Partner, the Investment Manager, and their respective affiliates has not and will not serve as counsel for or represent the interests of the Limited Partners or the Partnership in connection with the organization or business of the Partnership or any offering of Interests, and that such counsel disclaims any fiduciary or attorney-client relationship with the Limited Partners. The Partnership's Limited Partners and the Partnership itself have not been represented by separate counsel and the Partnership will not have separate counsel as regards any matter subject to a conflict of interest between the Limited Partners or the Partnership and the General Partner, the Investment Manager, and their respective affiliates. Prospective Limited Partners should obtain the advice of their own counsel regarding all Partnership legal matters.

(f) The undersigned understands and agrees that the attorneys, accountants and other persons who perform services for the Partnership often also perform services for the General Partner, the Investment Manager, and their respective affiliates, and none of them represent or perform services for the Partnership's Limited Partners individually. Except as expressly disclosed in the Memorandum, none of the attorneys, accountants, or other persons who perform services for the Partnership or the General Partner, the Investment Manager, and their respective affiliates have: (i) confirmed the accuracy or completeness of the disclosures made to prospective or current investors in the Partnership; (ii) evaluated or endorsed in any way the investment objectives or strategies to be employed in the management of the Partnership; (iii) undertaken to monitor or report on the adherence by the Partnership to the investment objectives or strategies disclosed in the Memorandum; (iv) served as sponsors or promoters of the Partnership; or (v) evaluated or endorsed the merits of an investment in the Partnership.

**4. General Partner Representations and Warranties.** The General Partner represents and warrants to Investor as of the date hereof as follows:

(a) There are no outstanding regulatory or legal proceedings pending or threatened against any of Kevin Slawin (the “**Principal**”), the General Partner, the Partnership or the Investment Manager (each a “**Rapha Party**,” and collectively, the “**Rapha Parties**”), or any of their respective affiliates (including any pooled investment vehicle previously formed or managed by any of the foregoing persons) that would reasonably be expected to have a material adverse effect on any of them.

(b) No Principal, Rapha Party or any of their respective affiliates (including any pooled investment vehicle previously formed or managed by any of the foregoing persons) is or has been the subject of, or a defendant in: (i) an enforcement action or prosecution (or settlement in lieu thereof) brought by a governmental authority relating to a violation of securities, tax, fiduciary or criminal laws or (ii) a civil action (or settlement in lieu thereof) brought by investors in a common investment vehicle for violation of duties owed to such investors.

(c) Neither the General Partner nor the Partnership is in default (nor so far as the General Partner is aware has any event occurred which with notice, lapse of time or both, would constitute a default) of any material obligation, agreement or condition of the Partnership Agreement, or any agreement, license, permit, franchise or certificate, to which it is party, or by which it is bound or to which its properties are subject, nor is such entity in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which such entity is subject, which default or violation would materially adversely affect the business or financial condition of the General Partner or the Partnership or materially impair such person’s ability to carry out its obligations set out in the Memorandum, the Partnership Agreement and this Agreement

(d) The Rapha Parties and the Principal have all applicable licenses, consents and authorizations necessary or desirable under any applicable laws for the performance of their duties and exercise of their discretions under the Partnership Agreement and this Agreement.

(e) As of the date hereof and to the General Partner’s knowledge and belief, the Memorandum, the Partnership Agreement and the Management Agreement, do not, taken together, contain any untrue statement of a material fact or omit to state a material fact necessary to prevent any statements contained therein (taken as a whole) from being misleading in light of the circumstances under which it was made.

(f) Each of the Rapha Parties is duly qualified under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not have a material adverse effect on its business, operations, financial condition, properties or assets taken as a whole or its ability to perform its obligations under the Memorandum, the Partnership Agreement and this Agreement.

(g) Upon execution and delivery of this Agreement shall have been duly executed and delivered by the Partnership and, assuming this Agreement is a valid and legally binding obligation of the Subscriber, is a valid and legally binding obligation of the Partnership, enforceable against it in accordance with its terms.

(h) The execution, delivery and performance of this Agreement and the Partnership Agreement and the issuance of an Interest in the Partnership to the Investor pursuant thereto will not require the Partnership or the General Partner to obtain or make any authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality that has not been lawfully and validly obtained other than notice filings under applicable securities laws.

**5. Indemnification.** The undersigned understands the meaning and legal consequences of the representations, warranties, and other agreements made by the undersigned herein, and that the Partnership and General Partner are relying on such representations and warranties in making their determination to accept or reject this subscription. The undersigned hereby agrees to indemnify and hold harmless the Partnership, the General Partner, and any agent, director, officer or employee thereof, including attorneys, accountants, and other persons retained to provide services to the Partnership, from and against any and all loss, damage, expense (including without limitation attorney's fees) or liability due to or arising out of a breach of any representation, warranty or agreement of the undersigned contained in this Subscription Agreement. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; nothing in this Subscription Agreement shall constitute a waiver or limitation of any rights which the undersigned may have under applicable federal and state securities laws. If the undersigned is a Plan, this indemnification obligation in this paragraph 4 applies to the Plan's sponsor.

**6. Effective Date of Contribution.** The undersigned shall become a Limited Partner in the Partnership as of a Closing Date only to the extent that the General Partner receives immediately available funds attributable to such subscription on such date in an amount equal to one hundred percent (100%) of the undersigned's Capital Contribution and such funds are actually credited to the Partnership, so long as Partnership has received, in good order, a completed subscription package from the Investor (including any required anti-money laundering and due diligence information) and the General Partner has accepted the subscription.

**7. 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 and, together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of such state without giving effect to any choice or conflict of law provisions or rules that would cause the application of the domestic substantive laws of any other jurisdiction.

**8. Signature and Confirmation.** The agreements and representations made by the undersigned herein extend to and apply to all of the Capital Contributions now or hereafter made to the Partnership by the undersigned. The signature by the undersigned shall constitute a confirmation by the undersigned that all agreements, representations and warranties made herein

shall be true and correct as of the date hereof. If the undersigned is a Plan, the signature of its sponsor represents the sponsor's obligation to be bound by the provisions of paragraph 4 hereof.

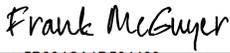
*[Signatures on following page.]*

**SECTION 3 – INVESTOR SIGNATURE PAGE**  
**FOR SUBSCRIPTION AGREEMENT**

**For Investors other than Individuals:**

McGuyer Investments, LTD

\_\_\_\_\_  
Legal Name of Investor

DocuSigned by:  


\_\_\_\_\_  
Authorized Signature

By: Frank McGuyer

Title: GP

**For Plan Investors:**

\_\_\_\_\_  
Name of Trustee or Investment Manager

\_\_\_\_\_  
Name of Plan Sponsor

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

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

**THE PARTNERSHIP INTERESTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR UNDER APPLICABLE STATE SECURITIES LAWS. SUCH PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD UNDER EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTION 4(a)(2) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER. ACCORDINGLY, THE PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY INVESTOR WITHOUT REGISTRATION OF THE SECURITIES UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, OR IN A TRANSACTION WHICH IS EXEMPT FROM SUCH LAWS.**

ACCEPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Rapha Capital PE Life Sciences Fund VI, LP

By: Rapha Capital PE Life Sciences Fund GP, LLC

General Partner

DocuSigned by:  
  
By: \_\_\_\_\_

Name: Kevin Slawin

Title: Manager

**INVESTOR SIGNATURE PAGE (Continued)**  
**RAPHA CAPITAL PE LIFE SCIENCES FUND VI, LP**  
**LIMITED PARTNERSHIP AGREEMENT**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the \_\_\_\_ day of 9/30/2022, 20\_\_\_\_.

**For Investors other than Individuals:**

McGuyer Investments, LTD

Legal Name of Investor

Frank McGuyer

Authorized Signature

By: Frank McGuyer

Title: GP

**For Plan Investors:**

Name of Trustee or Investment Manager

Name of Plan Sponsor

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

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

**THE PARTNERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR UNDER APPLICABLE STATE SECURITIES LAWS. SUCH PARTNERSHIP INTERESTS ARE BEING OFFERED AND SOLD UNDER EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTION 4(a)(2) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER. ACCORDINGLY, THE PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY INVESTOR WITHOUT REGISTRATION OF THE SECURITIES UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, OR IN A TRANSACTION WHICH IS EXEMPT FROM SUCH LAWS.**

**APPENDIX A – ANTI-MONEY LAUNDERING / DUE DILIGENCE  
DOCUMENTS REQUIRED**

You **must** return with your signed and completed subscription application, legible copies of the following documents, as applicable:

**FOR ALL ENTITIES**

- Photocopy of a valid US Driver's License or State ID, or a copy of a valid Passport for each signatory on the account with respect to such entity or institution

**FORM W-9 / W-8  
(To Be Completed By All Prospective Subscribers)**

**IRS Form and Instructions.** Please complete and sign IRS Form W-9 Request for Taxpayer Identification Number (for U.S. persons, including resident aliens) or the appropriate Form W-8 (for non-U.S. persons).

**Form:** <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

***For Prospective Subscribers that are Non-U.S. Persons:***

There are five types of Form W-8 for use by non-U.S. Persons. A brief description of each type is set forth below. Each non-U.S. Person Subscriber must determine the type of form that applies to them. The following general descriptions are subject to respective Form instructions and the advice of the Subscriber's tax advisor.

**W-8BEN**            Used by a non-U.S. individual (or a single-member entity disregarded for U.S. tax purposes) that is a direct beneficial owner.

**Instructions:** <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>

**Form:** <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

**W-8BEN-E**        Used by a non-U.S. entity that is a direct beneficial owner.

**Instructions:** <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>

**Form:** <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

**W-8IMY** A foreign flow-through entity such as a partnership, a foreign simple trust, or a foreign grantor trust or that is acting as a foreign intermediary (that is, acting not for your own account, but for the account of others as an agent, nominee, or custodian).

**Instructions:** <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

**Form:** <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

**W-8ECI** Used primarily by a non-U.S. individual or entity payee or beneficial owner indicating that all the income listed on the form is effectively connected with the conduct of a trade or business within the United States (unless claiming treaty benefits).

**Instructions:** <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>

**Form:** <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>

**W-8EXP** A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b). These entities should use Form W-8ECI if they received effectively connected income and are not eligible to claim an exemption for chapter 3 or 4 purposes on Form W-8EXP.

**Instructions:** <http://www.irs.gov/pub/irs-pdf/iw8>

**Form:** <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>

**Note: Your subscription application will not be deemed complete until all of the required documentation listed above is received by the Administrator. Upon approval of your subscription and verification of your identity, you will receive confirmation of the Interest purchased. If the subscription is not accepted, payment will be returned to you. The General Partner (or the Administrator acting on its behalf) reserves the right to request additional information, to request that you update your information if it is determined that your information is outdated, and to waive any informational requirement above.**

**APPENDIX B – ADDITIONAL INFORMATION RECIPIENTS**

All correspondence and reporting by the General Partner and the Administrator will be delivered to the individual executing the Subscription Agreement at the address specified in Section 1 of the Subscription Booklet or the primary contact for the Investor.

Additional recipients of correspondence and reporting information may be listed below. These recipients will receive copies of communication from the General Partner and the Administrator until such time as you notify the General Partner otherwise.

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
E-mail

## APPENDIX C – ADDITIONAL SUBSCRIPTION REQUEST

Rapha Capital PE Life Sciences Fund GP, LLC  
General Partner, Rapha Capital PE Life Sciences Fund VI, LP  
9511 Collins Ave., #1403  
Surfside, Florida 33154

**Re: Rapha Capital PE Life Sciences Fund VI, LP  
Request for Additional Subscription**

Kevin Slawin, Manager:

Reference is made to the Limited Partnership Agreement dated as of August 30, 2022 (as the same may be amended, supplemented or revised from time to time, the “*Partnership Agreement*”) of Rapha Capital PE Life Sciences Fund VI, LP, a Delaware limited partnership (the “*Partnership*”). All capitalized terms used but not defined herein shall have the meanings given to them in the Partnership Agreement.

The undersigned is a Partner in the Partnership and, pursuant to *Section 2.02* of the Partnership Agreement, hereby requests to make an additional Capital Contribution to the Partnership. The undersigned acknowledges that (i) the minimum additional Capital Contribution is \$50,000, unless otherwise agreed by the General Partner, and (ii) subscription amounts will be credited to the Partnership on the day of the next Subsequent Closing, except as provided by the General Partner, and (iii) such additional subscription must include any Cost of Carry Contribution then required under *Section 2.02* of the Partnership Agreement.

The undersigned submits the following subscription amount:

\$ 1,000,000  
\_\_\_\_\_

Payment must be tendered by wire transfer.

*Wiring instructions to be provided by the General Partner upon request*

|                 |  |
|-----------------|--|
| Bank:           | [Bank Name]                                |
| Bank Address:   | [Bank Address]                             |
| ABA No.:        | [ABA Number]                               |
| Account Name:   | Rapha Capital PE Life Sciences Fund VI, LP |
| Account Number: | [Bank Account Number]                      |
| FFC:            | [Name of Subscriber]                       |

1. Please have your bank identify your name on the wire transfer.
2. The General Partner of the Partnership recommends that your bank charge its wiring fee separately so that the full amount you have elected to invest may be invested in the Partnership.

Furthermore, the undersigned reaffirms as of the date hereof all of the representations, warranties and acknowledgements previously made in the Subscription Agreement executed by the undersigned.

McGuyer Investments, LTD

\_\_\_\_\_  
Legal Name of Limited Partner

DocuSigned by:  
*Frank McGuyer*  
5B934CA1D584460...

\_\_\_\_\_  
Signature

9/30/2022

\_\_\_\_\_  
Date

Frank McGuyer

\_\_\_\_\_  
Print name of Authorized Signatory

GP

\_\_\_\_\_  
Title of Authorized Signatory