# Blue Owl Technology Income Corp.

Subscription Agreement - RIA / Direct Investors



Blue Owl Technology Income Corp. (referred to herein as the "Company" or "OTIC")

#### Your Investment 1C **Share Class** Class D 1A Investment Amount \$ Select one No upfront sales load > \$25,000 minimum initial investment Class I 1B **Investment Type** Initial Investment > No upfront sales load Select one > \$1,000,000 minimum initial investment Additional Investment Form of Ownership 2AAccount Type 2B **Account Information** Individual Traditional IRA **Account Number** Individual with Transfer on Death\* Roth IRA Joint Tenants with Right of Survivorship SEP IRA **Custodian Information** (If applicable) Joint Tenants with Transfer on Death\* Rollover IRA Custodian Name Beneficial IRA Community Property Tenants in Common Pension Plan Custodian Signature **Taxable Trust** Tax Exempt Trust Uniform Gift/Transfer to Minors **Profit Sharing Plan** State of Non-Profit Organization Entity (select type below) Other \*Requires Transfer on Death form that can be found at www.blueowlproducts.com 2C **Entity Information** Trustee(s) and/or Authorized Signatory(s) information must be provided in Section 3. The information provided must be compliant with IRS Form W-9 and related instructions. Please refer to www.IRS.gov for Form W-9. Select One Partnership Trust S-Corp C-Corp LLC Other Tax ID Number Date of Formation **Entity Name Entity Address** City State ZIP **Exempt Payee Code** Exemption from FATCA Jurisdiction Exemptions

(If Any)

(If Non U.S., please provide a completed W-8)

(See Form W-9 instructions)

Reporting Code (If Any)

# 3 | Investor Information

The information provided in Section 3 must be compliant with IRS Form W-9 and related instructions. Please refer to www.IRS.gov for Form W-9. The Company requires a U.S. Residential Street Address to be completed below. Please refer to Section 4 to provide a Mailing address if different than what's listed below.

3A Investor Name (Invest	or / Trustee /	Executor / A	Authorized Signatory Information	1)	
Name (first, middle, last)			Date of Birth		Tax ID Number (SSN/EIN)
Residential Street Address			City	State	ZIP
Title		Email Add	Iress		Phone Number
Are you a U.S. person?	Yes	No	Country (If Non-U.S., Form W-8 is rec	quired)	
3B Co-Investor Name (Co	-Investor / Co	o-Trustee / C	Co-Executor / Co-Authorized Sign	atory Inform	nation, if applicable)
Name (first, middle, last)			Date of Birth		Tax ID Number (SSN/EIN)
Residential Street Address			City	State	ZIP
Title		Email Add	Iress		Phone Number
Are you a U.S. person?	Yes	No	Country (If Non-U.S., Form W-8 is rec	quired)	
3C Co-Investor Name (Co	-Investor / Co	o-Trustee / C	Co-Executor / Co-Authorized Sign	atory Inform	nation, if applicable)
Name (first, middle, last)			Date of Birth		Tax ID Number (SSN/EIN)
Residential Street Address			City	State	ZIP
Title		Email Add	Iress		Phone Number
Are you a U.S. person?	Yes	No	Country (If Non-U.S., Form W-8 is rec	uuired)	
				/	
4   Alternate Mailing Addi	ress (if appli	cable)			
Mailing Address			City	State	ZIP

Email: ServiceDesk@blueowl.com Blue Owl Service Center: 1-844-331-3341

### 5 | Distribution Instructions

You are automatically enrolled in our Distribution Reinvestment Plan, unless you are a resident of ALABAMA, ARKANSAS, IDAHO, KANSAS, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, NEBRASKA, NEW JERSEY, NORTH CAROLINA, OHIO (CLASS I ONLY), OKLAHOMA, OREGON, VERMONT or WASHINGTON.

Refer to the prospectus for terms of the Distribution Reinvestment Plan. If you participate in the Distribution Reinvestment Plan or make subsequent purchases of shares of the Company, and you fail to meet the minimum net worth or annual income requirements for making an investment or you can no longer make the representations or warranties set forth in Section 7, you are expected to promptly notify your broker-dealer, financial advisor or investment advisor in writing of the change and to terminate your participation in the Distribution Reinvestment Plan.

If you are not a resident of the states listed above, you are automatically enrolled in the Distribution Reinvestment Plan. **Please check here if you DO NOT wish** to be enrolled in the Distribution Reinvestment Plan and complete the Cash Distribution Information section below.

If you **ARE** a resident of Ohio and a holder of Class S or Class D Shares, please check here. You are **NOT** eligible to participate in the Distribution Reinvestment Plan.

If you **ARE** a resident of Alabama, Arkansas, Idaho, Kansas, Kentucky, Maine, Maryland, Massachusetts, Nebraska, New Jersey, North Carolina, Ohio (Class I Only), Oklahoma, Oregon, Vermont or Washington, you are not automatically enrolled in the Distribution Reinvestment Plan. **Please check here if you wish to enroll** in the Distribution Reinvestment Plan. You will automatically receive cash distributions unless you elect to enroll in the Distribution Reinvestment Plan.

Only complete the following information if you do not wish to enroll in the Distribution Reinvestment Plan
Residents of Ohio who are holders of Class S or Class D Shares are required to complete the following information

	For custodial held accounts, i	f you elect cash distribut	tions the funds must be sent to the custodian.
>	Pay to Brokerage Accou	int#	
	Fidelity	Charles Schwab	Pershing
	RBC	TD Ameritrade	Other
>	Mail a check to Investor I	Mailing Address	
>	Electronic Deposit – Sel	ect one Checki	ng Savings
	Name of Financial Ins	titution	
	ABA Routing Number	Account N	Number
	authority will remain in force	until the Company is notified of	hecking, savings or brokerage account indicated above. This therwise in writing. If the Company erroneously deposits funds into not for an amount not to exceed the amount of the erroneous deposit.

#### 6 | Electronic Delivery Consent (optional)

By signing below and agreeing to electronic delivery, I (we) confirm that, to the extent possible, I (we) consent to receiving all future stockholder communications, including purchase confirmations, quarterly investor statements, repurchase offers & annual tax documents, electronically and consent to stop delivery of all paper communications. For purposes of this consent, electronic delivery includes delivery via e-mail and/or by posting such documents to the Company's website, investor portal, and may include documents provided in portable document format (PDF) or via links to external websites. I (we) acknowledge that I (we) will not receive paper copies of stockholder communications in the future unless (i) I (we) change or revoke my (our) election at any time by notifying OTIC, which I (we) have the right to do at any time (ii) my (our) consent is terminated by an invalid email address; or (iii) I (we) specifically requesting a paper copy of a particular stockholder communication from OTIC, which I (we) have the right to do at any time.

I (we) have provided a valid email address. If that email address changes, I (we) will send a notice of the new email address by contacting Blue Owl's Service Center, provided that I (we) understand that providing an updated e-mail address will not change my (our) election to receive stockholder communications electronically. I (we) understand that any changes to my (our) election to receive stockholder communications electronically may take up to 30 days to take effect and that I (we) have the right to request a paper copy of any electronic communication by contacting Blue Owl's Service Center during that 30 day period.

The electronic delivery service is free; however, I (we) may incur certain costs, such as usage charges from an Internet service provider, printing costs, software download costs or other costs associated with access to electronic communications or the Company's investor portal. I (we) understand this electronic delivery program may be changed or discontinued and that the terms of this agreement may be amended at any time. I (we) understand that there are possible risks associated with electronic delivery such as emails not transmitting, links failing to function properly and system failures of online service providers, and that there is no warranty or guarantee given concerning the transmissions of email, the availability of the Company's investor portal, or information on it, other than as required by law.

Date	
	Date

# 7 | Investor Initials

In order to induce the Company to accept this subscription, I (we) hereby represent and warrant as follows\*:

Each	investor must initial representations A through G if applicable:	Primary Investor Initials	Co-Investor Initials	Co-Investor Initials
Α	I (we) have received the prospectus (as amended or supplemented) for the Company at least five business days prior to the date hereof.			
В	I (we) acknowledge that shares of this offering are illiquid and appropriate only as a long-term investment.			
С	I (we) represent that I am/(we are) am either purchasing the shares for my (our) own account, or if I am (we are) purchasing shares on behalf of a trust or other entity of which I am (we are) a trustee or authorized agent, I (we) have due authority to execute this subscription agreement and do hereby legally bind the trust or other entity of which I am (we are) trustee or authorized agent.			
D	I (we) represent that I (we) either have (i) a net worth of at least \$250,000 or (ii) a net worth of at least \$70,000 and a gross annual income of at least \$70,000. (Net worth does not include home, furnishings and personal automobiles).			
E	Initial only if applicable: I am (we are) a resident of Alabama, California, Idaho, Iowa, Kansas, Kentucky, Maine, Massachusetts, Missouri, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Tennessee, Vermont, Virginia or Washington and meet the additional suitability requirements imposed by my (our) state of primary residence as set forth in the prospectus (as amended or supplemented as of the date hereof) under the section described in the prospectus and entitled "Suitability Standards".			
F	Initial only if applicable: I am (we are) an <b>Ohio</b> investor and represent that I shall not invest more than 10% of my (our) liquid net worth in the issuer, affiliates of the Company, and in any other non-traded investment program. "Liquid net worth" is defined as that portion of net worth (total assets exclusive of primary residence, home furnishings, and automobiles, minus total liabilities) comprised of cash, cash equivalents, and readily marketable securities.			
G	Initial only if applicable: I am (we are) a <b>New Jersey</b> investor and have (a) a minimum liquid net worth of at least \$100,000 and a minimum annual gross income of not less than \$85,000, or (b) a minimum liquid net worth of \$350,000. For these purposes, "liquid net worth" is defined as that portion of net worth (total assets exclusive of home, home furnishings, and automobiles, minus total liability) that consists of cash, cash equivalent and readily marketable securities. In addition, I am (we are) a New Jersey investor and my investment in the Company, its affiliates, and other non-publicly traded direct investment programs (including real estate investment trusts, business development companies, oil and gas programs, equipment leasing programs and commodity pools, but excluding unregistered, federally and state exempt private offerings) does not exceed ten percent (10%) of my (our) liquid net worth.			

Email: ServiceDesk@blueowl.com Blue Owl Service Center: 1-844-331-3341

<sup>\*</sup>Except in the case of fiduciary accounts, such as those administered by trustees, guardians, conservators, custodians and personal representatives, an investor may not grant any person a power of attorney to make the representations on his, her, or its behalf.

### 8 | Important Information Rights, Certifications and Authorizations

#### Substitute IRS Form W-9 Certification:

Under penalties of perjury, I certify that:

- 1. The taxpayer identification number shown on this subscription agreement in Section 2 or 3 is my correct taxpayer identification number or (I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined in IRS Form W-9 instructions), and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

**Certification Instructions:** You must cross out certification 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Non-U.S. persons should cross out certifications 1 through 3 above and must complete and provide us with a valid IRS Form W-8.

### By signing below, you also acknowledge:

- · You should not expect to be able to sell your shares regardless of how we perform.
- The Company may offer to repurchase a limited number of shares and/or you may be able to sell your shares, in either
  case it is likely you will receive less than your initial purchase price.
- We do not intend to list our shares on any securities exchange and we do not expect a secondary market in the shares to develop.
- You should consider that you may not have access to the money you invest for an indefinite period of time.
- · Because you will be unable to sell your shares, you will be unable to reduce your exposure in any market downturn.
- The Company may pay distributions from sources other than earnings which may affect future distributions.
- · The amount of distributions, if any, are uncertain and at the discretion of the Company's board of directors.
- · An investment in our shares is not suitable for you if you need access to the money you invest.
- Our distributions may be funded from unlimited amounts of offering proceeds or borrowings, which may constitute a return of capital and reduce the amount of capital available to us for investment. Any capital returned to stockholders through distributions will be distributed after payment of fees and expenses.
- Our distributions to stockholders may be funded in significant part from the reimbursement of certain expenses, including through the waiver of certain investment advisory fees, that may be subject to repayment to our investment adviser. Significant portions of these distributions may not be based on our investment performance and such waivers and reimbursements may not continue in the future. The repayment of any amounts owed will reduce the future distributions to which you would otherwise be entitled.

Each investor must si	an helow (Custodian	s must sign in Section	2 on a custodial accoun
Each investor must si	<b>an below</b> (Cusiodiar	is musi sian in section.	z on a cusiodiai acci

Investor or Authorized Person Signature	Date	
Joint Investor or Authorized Person Signature	Date	
Joint Investor or Authorized Person Signature	Date	

# 9 | Investor Representative Information

The financial advisor or investor representative (each, an "Investor Representative") listed below hereby warrants that he/she is duly licensed and may lawfully sell shares in the state designated as the investor's legal residence or is exempt from such licensing.

Name of Financial Institution		Financial Institution CRD Number
Name of Investor Representative(s)	Rep/Advisor Number/Team ID	- or - Rep CRD Number
Office Street Address	City Stat	e ZIP
Email Address	Phone Number	

### 10 | Investor Representative Attestation

The undersigned confirms by its signature, on behalf of itself and the Participating Broker/Dealer or Financial Institution listed in Section 9 above, that it (i) has reasonable grounds to believe that the information and representations concerning the investor(s) identified herein are true, correct and complete in all respects; (ii) has verified that the form of ownership selected is accurate and, if other than individual ownership, has verified that the individual executing on behalf of the investor(s) is properly authorized and identified; (iii) has discussed such investors' prospective purchase of shares with such investor(s); (iv) has advised such investor(s) of all pertinent facts with regard to the liquidity and marketability of the shares; (v) has delivered the prospectus and related amendments and supplements, if any, to such investor(s); (vi) understands that no sale of shares shall be completed until at least five (5) business days after the date the investor(s) receives a copy of the prospectus, as amended or supplemented; (vii) understands that the shares are not registered for sale in any jurisdiction outside of the United States; (viii) unless otherwise agreed in writing with Blue Owl, confirms that the sale of the shares took place in the United States; and (ix) has reasonable grounds to believe that the purchase of shares is a suitable investment for such investor(s), that such investor(s) meets the applicable Suitability Standards set forth in the prospectus (as amended or supplemented as of the date hereof), and that such investor is in a financial position to enable such investor to realize the benefits of such an investment and to suffer any loss that may occur with respect thereto.

The undersigned confirms by its signature, on behalf of itself and the Participating Broker/Dealer or Financial Institution listed in Section 9 above, that (i) it has full power and authority to provide this attestation and perform the obligations herein, (ii) this attestation constitutes a valid and binding obligation, enforceable against the Participating Broker/Dealer or Financial Institution listed in Section 9 above in accordance with its terms, (iii) it and the Participating Broker/Dealer or Financial Institution listed in Section 9 above are in material compliance with all applicable laws, rules and regulations; (iv) in connection with such investors' purchase of the shares, it performed all of the functions required by federal and state securities laws and, as applicable, the rules and regulations of the Financial Industry Regulatory Authority, Inc., including with respect to "know your customer" and suitability determinations, and USA PATRIOT Act requirements, including anti-money laundering and customer identification requirements, in each case as required by its relationship with such investor; (v) no foreign securities laws are implicated by the sale of the shares and it shall be deemed to make the representations, warranties and covenants set forth in this attestation as of the date hereof and as of the date of each closing of the sale of shares in which such investor(s) participates; and (vi) it understands that this Subscription Agreement is for the offering of OTIC.

The Financial Intermediary agrees by its signature, on behalf of itself and the Participating Broker/Dealer or Financial Institution listed in Section 9 above, that it is not entitled to receive any upfront sales fees or ongoing servicing fees with respect to Class S shares or Class D shares of the Company unless it has entered into and maintains an effective agreement with the Company and/or its dealer-manager to sell such classes of shares in exchange for upfront sales fees and to provide shareholder and account maintenance services with respect to such classes of shares and to receive servicing fees in exchange therefor.

The undersigned agrees by its signature, on behalf of itself and the Participating Broker/Dealer or Financial Institution listed in Section 9 above, that OTIC, Blue Owl Technology Advisors II LLC and Blue Owl Securities LLC are intended third-party beneficiaries of this attestation with the authority to directly seek redress for the violation of any of the representations, warranties and covenants contained herein.

This subscription agreement and all rights hereunder shall be governed by, and interpreted in accordance with, the laws of the state of Maryland.

Investor Representative Signature	Date	
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# **Delivery Instructions and Requirements**

Cash, money order, counter checks, third party checks and travelers checks will NOT be accepted.

If a check received from an investor is returned for insufficient funds or otherwise not honored, OTIC, or its agent, may return the check with no attempt to redeposit. In such event, any issuance of the shares or declaration of distributions on shares may be rescinded by OTIC. OTIC may reject any subscription, in whole or in part, in its sole discretion.

#### By Wire Transfer:

UMB Bank NA ABA Routing Number: 101000695

OTIC Account Number: 98 7233 6127 Account Name: UMB Bank NA, Escrow Agent for Blue Owl Technology Income Corp.

### By Standard Mail:

OTIC

c/o DST Systems, Inc. as Processing Agent PO BOX 219398

Kansas City, MO 64121-9398

#### Overnight Mail:

OTIC

c/o DST Systems, Inc. as Processing Agent STE 219398 430 W 7th

Kansas City, MO 64105-1407

To ensure the fastest possible processing of this Subscription Agreement, all relevant information must be completed. Each subscription will be accepted or rejected as soon as reasonably possible. However, the Company has up to 30 days to accept or reject each subscription from the date the subscription is received by the Company's Processing Agent. Investors will receive a confirmation of their purchase.

Custodial accounts, forward subscription agreement to the custodian.

Supplemental Documents Required for Entity Investors

#### Once completed, send form via:

Email: BlueOwl.Docs@dstsystems.com

**Fax:** 1-844-643-0431

▶ Mail: Refer to standard and overnight mailing instructions above. Make checks payable to "UMB Bank, N.A., as EA for OTIC" or to the custodian of record for qualified plan or brokerage account investments.

## **Entity Type** Requirements Estate Letters of Testamentary or Estate Affidavit Articles of Incorporation AND 4 Required Data Elements for all Authorized Traders LLC Revocable & Irrevocable Trust 1st and Last Page of Trust Docs Articles of Incorporation AND Corporate Resolution Corporation (C-Corp) AND 4 Required Data Elements for All Authorized Traders Articles of Incorporation, Certificate of Incumbency, or Corporate By-Laws Corporation (S-Corp) AND 4 Required Data Elements for All Authorized Traders Partnership Partnership Agreement AND 4 Required Data Elements for All Authorized Traders Documents providing authorized business (ex. Business Certificate of Agreements) Insurance Company **AND** 4 Required Data Elements for All Authorized Traders Documents providing authorized business (ex. Business Certificate of Agreements) Financial Organization **AND** 4 Required Data Elements for All Authorized Traders Hospital/Medical Institution Business License AND 4 Required Data Elements for All Authorized Traders Cemeteries/Funeral Homes Business License AND 4 Required Data Elements for All Authorized Traders Documents providing authorized business (ex. Business Certificate of Agreements) Charitable and Welfare Organization AND 4 Required Data Elements for All Authorized Traders Documents providing authorized business (ex. Business Certificate of Agreements) Church/Religious Institution AND 4 Required Data Elements for All Authorized Traders Documents providing authorized business (ex. Business Certificate of Agreements) Colleges and Universities **AND** 4 Required Data Elements for All Authorized Traders Registration with University/Business License Non-Financial Organization Club AND 4 Required Data Elements for All Authorized Traders

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