

FIDELITY PRIVATE CREDIT FUND
SHORT FORM SUBSCRIPTION AGREEMENT – FI

Fidelity Private Credit Fund
245 Summer Street
Boston, Massachusetts 02210

Ladies and Gentlemen:

The undersigned hereby wishes to make an additional subscription in the amount set forth on the signature page below (the “*Additional Subscription Amount*”) to purchase common shares of beneficial interest, par value \$0.01 per share (“*Shares*”), of Fidelity Private Credit Fund, a Delaware statutory trust (the “*Fund*”), pursuant to the terms and subject to the conditions set forth in the subscription agreement previously executed by the undersigned and accepted by the Fund (as the same may be amended, updated or modified from time to time, the “*Subscription Agreement*”). Capitalized terms used herein shall have the same meanings herein as defined in the Fund’s Prospectus, dated January 9, 2023, as amended, restated and/or supplemented (the “*Prospectus*”), unless otherwise defined herein.

The undersigned acknowledges and agrees that: (i) the undersigned is making the Additional Subscription Amount on the terms and conditions contained in the Subscription Agreement and the Prospectus, together with other communications the Fund may make and reports the Fund may file under the Securities Exchange Act of 1934, as amended, from time to time; (ii) the representations or warranties of the undersigned contained in the Subscription Agreement are true and complete as of the date set forth below and will remain true and complete on the date of acceptance by the Fund of the Additional Subscription Amount hereunder; and (iii) the information provided in the Subscription Agreement is true and correct as of the date set forth below and will remain true and complete on the date of acceptance by the Fund of the Additional Subscription Amount hereunder.

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Instructions for the Completion of the Short Form Subscription Agreement

1. **Execution of Short Form Subscription Agreement.** The Fund will only accept (i) electronically executed Short Form Subscription Agreements (*e.g.*, via DocuSign or a similar software provider) or (ii) emailed photocopies in portable document format of manually executed Short Form Subscription Agreements.
2. **Delivery of Short Form Subscription Agreement.** Please deliver a completed and original signed copy (in accordance with Instruction 1) of the Short Form Subscription Agreement and any required evidence of authorization to the Fund at the following email address: alternatives@fmr.com. To be accepted, a subscription request must be made with a completed and executed Short Form Subscription Agreement in good order and payment of the full purchase price at least five business days prior to the first calendar day of the month (unless waived). All items on the Short Form Subscription Agreement must be completed in order for your Short Form Subscription Agreement to be processed. You will receive a written confirmation of your purchase.

Upon receipt of any and all funds received from prospective purchasers of shares, dealers, investors, or broker-dealers on their behalf, must transmit the same together with a copy of this executed Short Form Subscription Agreement or copy of the signature page of such agreement, stating among other things, the name of the purchaser, current address, and the amount of the investment to alternatives@fmr.com (a) by the end of the next business day following receipt where internal supervisory review is conducted at the same location at which subscription documents and funds are received, or (b) by the end of the second business day following receipt where internal supervisory review is conducted at a different location than which subscription documents and funds are received.
3. **Funding Subscription.** Each investor is required to fully fund its subscription amount, which shall not be less than \$500, to the Fund's bank account on or before the fifth business day of the month of its respective Closing.
4. **Acceptance of Short Form Subscription Agreement.** If the Fund accepts your subscription, you will receive a written confirmation of your purchase.
5. **Inquiries.** If you have questions concerning any of the information requested, you should ask your attorney, accountant or other financial advisor. Inquiries regarding subscription procedures should be directed to alternatives@fmr.com.

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FIDELITY PRIVATE CREDIT FUND
Short Form Subscription Agreement Signature Pages

(To be completed by the Subscriber)

IN WITNESS WHEREOF, the Subscriber has executed this Short Form Subscription Agreement as of _____, 20__ with an Additional Subscription Amount of \$_____.

Please make payments by wire according to the instructions provided separately.

Primary Account Holder / Minor (if Uniform Gift / Transfer to Minors Account) / Trustee / Authorized Signatory (Natural Persons)

Existing Account Registration (Account Name): _____

Account Number (as stated on the Subscriber's confirmation statement): _____

Social Security Number or Tax ID: _____

Brokerage Account Number: _____

Signature: _____

Print Name: _____

Date: _____

Joint Account Holder / Custodian (if Uniform Gift / Transfer to Minors Account) / Co-Trustee / Authorized Signatory (Natural Persons)

Existing Account Registration (Account Name): _____

Account Number (as stated on the Subscriber's confirmation statement): _____

Social Security Number or Tax ID: _____

Brokerage Account Number: _____

Signature: _____

Print Name: _____

Date: _____

Joint Account Holder / Co-Trustee / Authorized Signatory (Natural Persons)

Existing Account Registration (Account Name): _____

Account Number (as stated on the Subscriber's confirmation statement): _____

Social Security Number or Tax ID: _____

Brokerage Account Number: _____

Signature: _____

Print Name: _____

Date: _____

Additional Information (Entities Only)

Existing Account Registration (Account Name): _____

Account Number (as stated on the Subscriber's confirmation statement): _____

Social Security Number or Tax ID: _____

Brokerage Account Number: _____

Signature: _____

Print Name: _____

Date: _____

Custodian Information

*If applicable, please provide the following information:¹

Custodian Name: _____

Custodian Tax ID: _____

Custodian's W9 Form

Please print, sign, and scan this page if applicable.

X

Custodian Signature / Stamp

¹ This section is applicable to investors that are investing through a third-party intermediary.

BROKER / FINANCIAL ADVISOR INFORMATION AND SIGNATURE

The Financial Advisor must sign below to complete the order. The Financial Advisor hereby warrants that he/she is duly licensed and may lawfully sell shares in the state designated as the investor's legal residence.

Broker

Financial Advisor Name

Advisor Mailing Address

City

State

Zip Code

Financial Advisor Number

Branch Number

Telephone Number

Central Registration Depository (CRD) number

Operations Contact Name

Operations Contact Email Address

In all cases where sales of securities are made through an intermediary, this section must be completed.

The undersigned confirm(s), which confirmation is made on behalf of the Broker with respect to sales of securities made through a Broker, that they (i) have reasonable grounds to believe that the information and representations concerning the investor identified herein are true, correct and complete in all respects; (ii) have discussed such investor's prospective purchase of shares with such investor; (iii) have advised such investor of all pertinent facts with regard to the lack of liquidity and marketability of the shares; (iv) have delivered or made available a current prospectus and related supplements, if any, to such investor; (v) have reasonable grounds to believe that the investor is purchasing these shares for his or her own account; (vi) have reasonable grounds to believe that the purchase of shares is a suitable investment for such investor, that such investor meets the suitability standards applicable to such investor set forth in the prospectus and related supplements, if any, 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; and (vii) have advised such investor that the shares have not been registered and are not expected to be registered under the laws of any country or jurisdiction outside of the United States except as otherwise described in the prospectus. The undersigned Broker, Financial Advisor or Financial Representative further represents and certifies that, in connection with this subscription for shares, he/she has complied with and has followed all applicable policies and procedures of his or her firm relating to, and performed functions required by, federal and state securities laws, rules promulgated under the Securities Exchange Act of 1934, as amended, including, but not limited to Rule 151-1 ("Regulation Best Interest") and FINRA rules and regulations including, but not limited to, Know Your Customer, Suitability and PATRIOT Act (Anti Money Laundering, Customer Identification) as required by its relationship with the investor(s) identified on this document.

THIS SHORT FORM SUBSCRIPTION AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

Please print, sign, and scan this page if applicable.

X

Financial Advisor / Representative Signature

Date (mm/dd/yyyy)

THIS SHORT FORM SUBSCRIPTION AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS CONFIRMED AND ACCEPTED BY THE FUND.