

# BDT INVEST ASIAN FOCUS FUND

## APPLICATION FORM

*Please complete the appropriate sections, read and tick the relevant declarations and sign the application. The completed form should then be sent to the following address and/or facsimile number.*

*If sent by facsimile the original must follow by post:*

**BDT Invest Funds p.l.c.**  
**C/o 1 Grand Canal Square**  
**Grand Canal Harbour**  
**Dublin 2**  
**Ireland**

**Telephone: + 353 1635 6799**

**Facsimile: + 353 1649 7560**

**Attention: Manager, Shareholder Services**

\*I/We the undersigned having received and read a copy of the prospectus of BDT Invest Funds p.l.c. (the "Company"), the Supplement for BDT Invest Asian Focus Fund (the "Fund") and all Addenda thereto (together the "Prospectus") hereby apply for (complete either (i) or (ii)):

<p>(i) Such number of US Dollar / Sterling / Euro Shares in BDT Invest Asian Focus Fund, a sub-fund of the Fund, as may be subscribed for with</p> <p>USD..... (amount)</p> <p>GBP..... (amount)</p> <p>EURO ..... (amount)</p> <p>in the following share class (please tick one)</p> <p>Class A  <input type="checkbox"/></p> <p>Class B  <input type="checkbox"/></p>	<p>(ii)</p> <p>.....(number)US Dollar Shares</p> <p>.....(number) Sterling Shares</p> <p>.....(number) Euro Shares</p> <p>in BDT Invest Asian Focus Fund, a sub-fund of the Fund, at the subscription price calculated in accordance with the Prospectus in the following share class (please tick one)</p> <p>Class A  <input type="checkbox"/></p> <p>Class B  <input type="checkbox"/></p>
---	---

The minimum initial investment (net of any initial or bank charges) is US\$10,000 (or Sterling/Euro equivalent) for Class A shares and US\$3,000,000 (or Sterling/Euro equivalent) for Class B Shares. Subsequent investments are subject to minimum of US\$2,500 (or Sterling/Euro equivalent) for Class A Shares and US\$100,000 (or Sterling/Euro equivalent) for Class B Shares

**Shares should be registered as follows:**

Title:	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other:
Surname:	
Forename(s) in full:	
Nationality:	
Registered name (If not an individual, e.g. company):	

Registered address*	
House number/name:	
Street:	
City/Town:	
Post Code:	
Country:	
Email Address:	
Tel No:	
Fax No:	

\* This address should be the address of the registered holder e.g. the nominee's address if Shares are held by a nominee. In the case of individual applicants in their own name this address will appear on the share register and should therefore be a residential address. The applicant will be required to provide proof of this address. PO Boxes or 'care of' addresses should not be provided.

**INTERMEDIARY DETAILS** If dealing via an Intermediary please complete the following;

Intermediary Name.....

Account Number (for existing accounts).....

Account Name (for existing accounts).....

I/We\* have instructed  
 (Bank name).....

(Address).....

to settle by telegraphic transfer US\$ / £ / € .....

for value by.....

**US Dollar Payment Details:**

*(Please note that payments must be received in MT103 format)*

Corresponding Bank : HSBC Bank SA Inc, 140 Broadway, New York, NY10043, United States of America  
 ABA No: 021 001088 SWIFT: MRMDUS33

Beneficiary Bank : HSBC Bank plc, London Sort code: 40-05-15  
 SWIFT: MIDLGB22 A/C No: 000023868

Beneficiary : HSBC Securities Services (Ireland) Limited A/C No: 58704481

IBAN : GB43MIDL40051558704481

Reference : .....[name of Applicant]

**Sterling Payment Details:**

*(Please note that payments must be received in MT103 format)*

Corresponding Bank : HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom  
 SWIFT: MIDLGB22 Sort Code: 40-05-15

Beneficiary : HSBC Securities Services (Ireland) Limited A/C No: 58704516

IBAN : GB68MIDL40051558704516

Reference : .....[name of Applicant]

**Euro Payment Details:**

*(Please note that payments must be received in MT103 format)*

Corresponding Bank : HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom  
 SWIFT: MIDLGB22 Sort Code: 40-05-15

Beneficiary : HSBC Securities Services (Ireland) Limited A/C No: 58704508

IBAN : GB90MIDL40051558704508

Reference : .....[name of Applicant]

In respect of any dividends payable, please indicate your preference by ticking the appropriate box. If neither box is ticked, dividends will be re-invested.

a) Please pay dividends to my account,.....[account name/number]   
 with the above named bank

b) Please reinvest dividends in additional Shares

**\*Redemption monies – for Redemptions:**

The bank details for receipt of redemption proceeds are as outlined below. I/We undertake to inform the Administrator in writing of changes to those details immediately.

Name of Bank:	
Address of Bank:	
Country:	
Bank SWIFT/Sort code:	
Name of Account Holder:	
Account Number:	
Applicant's signature:	

\*Redemption proceeds will be returned to an account held in the name of the registered Shareholder(s). Redemptions will not be processed on non cleared/verified accounts.

## GENERAL

Please tick this box if you do not wish to receive such communications

- (1) I/We confirm that I/we am/are 18 years of age or over and I/we have the authority to make the investment pursuant to this Application Form whether this investment is in my/our own name or is made on behalf of another person or institution.
- (2) I/We having received and considered a copy of the Prospectus hereby confirm that this application is based solely on the Prospectus current at the date of this application together (where applicable) with the most recent annual report and accounts of the Fund and (if issued after such report and accounts) its most recent unaudited semi-annual report.
- (3) I/we understand that the representations made herein are continuous and apply to all subsequent purchases of Shares by me/us in the Company. I/We agree to notify the Company and the Administrator immediately if I/we become aware that any of the representations is no longer accurate and complete in all respects and agree immediately either to sell or to tender to the Company for redemption a sufficient number of Shares to allow the representation to be made.
- (4) I/We have such knowledge and experience in business and financial matters that I/we am/are capable of evaluating the merits, and risks, of an investment by me/us in the Shares. No oral representations have been made or oral information furnished to me/us or my/our advisers in connection with the purchase of Shares that were in any way inconsistent with the Prospectus.
- (5) I/We understand that the tax disclosure set forth in the Prospectus is of a general nature and may not cover the jurisdiction in which I/we am/are subject to taxation and that the tax consequences of my/our purchase of Shares depend on my/our individual circumstances.
- (6) I/We acknowledge the right of the Company at any time to require the mandatory redemption of Shares as provided in the Prospectus.
- (7) Each of the Administrator or the Company is hereby authorised and instructed to accept and execute any instructions in respect of Shares to which this application relates given by me/us in written form or by facsimile. I/we acknowledge that facsimile instructions are not a secure means of communication and I/we are aware of the risks involved. If the instructions are given by me/us by facsimile I/we undertake to confirm them in writing. I/We hereby agree to indemnify each of the Company and the Administrator to agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions. The Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
- (8) I/We acknowledge that due to anti-money laundering or other regulatory requirements operating within their respective jurisdictions the Company, the Administrator and the Investment Manager (as the case may be) may require further identification of the Applicant(s) before the application can be processed. I/We further acknowledge that redemptions will not be processed on non cleared/verified accounts.
- (9) The Company, the Investment Manager and the Administrator shall be held harmless and indemnified against any loss arising as a result of a failure to process the application if such information has been required by the parties referred to and has not been provided by me/us or has been provided in incomplete form.
- (10) I/We hereby irrevocably apply for such number of Shares at a price determined in accordance with the Prospectus. I/We acknowledge that the Company or the Administrator reserves the right to reject any application in whole or in part.
- (11) I/We hereby confirm that I/we am/are not a U.S. Person (as defined in the Prospectus) and I/we am/are not acquiring Shares on behalf of or for the benefit of a U.S. Person unless I/we have completed the relevant supplemental disclosure document, nor do I/we intend to sell or transfer any Shares which I/we may purchase to any person who is a U.S. Person.

## DATA PROTECTION

- (12) In signing this application form, I/we acknowledge that the Company is a data controller and hereby consent to the Company and its delegates and its or their duly authorised agents and any of their respective related, associated or affiliated companies obtaining, holding, using, disclosing and processing my data:
  - i) To establish my/our identity and manage and administer my/our holding in the Company and any related accounts on an on-going basis;
  - ii) For any other specific purposes where I/we have given specific consent to do so;
  - iii) To carry out statistical analysis and market research;
  - iv) To comply with legal or regulatory requirements applicable to the Company or any of them or me;
  - v) For disclosure or transfer whether in Ireland or countries outside of Ireland which may not have the same data protection laws as Ireland, to third parties including my financial adviser (where appropriate), regulatory bodies, tax authorities, auditors, technology providers or to the Company and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above;
  - vi) For disclosure to the tax authorities in Ireland and in my/our country of residence in accordance with the EU Taxation of Savings Directive (2003/48/EC) and applicable local regulations; and
  - vii) For other legitimate business interests of the Company.I/We hereby acknowledge my/our right of access to and the right to rectify my/our personal data. The Company is a data controller and will hold any personal information provided by me in accordance with the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act, 2003. I/We consent to the recording of telephone calls made to and received from me/us by the Company, its delegates, its duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.
- (13) I/We consent to the sending by the Company of information about other investment services to me/us, by letter, telephone or other reasonable means of communication.

## EU SAVINGS DIRECTIVE REQUIREMENTS

- (14) NATURAL PERSONS: (i) I/We hereby declare that I/we am/are making this investment on my/our own behalf and not on behalf of any other person or entity. (ii) I/We acknowledge that in addition to documents required pursuant to anti money laundering checks, we will also provide details of my/our tax identification number. Documentary proof such as a certificate of tax residency from a relevant tax authority may also be required. (iii) I/We acknowledge that Shares may not be issued and repurchase proceeds may be frozen until all required information and documentation required by the Administrator pursuant to the EU Savings Directive is provided.

LEGAL PERSONS: We hereby declare that we are :- (i) a legal person not being an individual and not acting in a representative capacity on behalf of an individual; or (ii) an entity liable to corporation tax in Ireland or an equivalent tax in another country; or (iii) an undertaking for collective investment in transferable securities ("UCITS") or have elected for the purpose of the EU Savings Directive to be treated as a UCITS. If the Legal Person is unable to make any of these declarations please contact the Administrator

I/We agree to notify the Company of any change to my/our tax residency status.

**If the Applicant is an Exempt Irish Resident it should contact the Administrator who will provide it with the appropriate declaration that must be made to confirm its status.**

## ELECTRONIC DEALING

- (15) In the event that I/we subject to prior written agreement with the Administrator decide to send subsequent applications, redemptions and instructions electronically:
  - (a) I/We acknowledge that electronic dealing communications whether by email, swift or otherwise are an unsafe method of communication and emails and swift messages may be lost, subject to delays, interference by third parties, viruses and their confidentiality, security and integrity cannot be guaranteed. Further, I/we acknowledge that electronic dealing communications cannot be guaranteed to be error-free.
  - (b) I/We hereby confirm that I/we will not hold the Company, the Investment Manager, the Administrator and the Custodian or any of their directors, officers, employees or agents liable now or at any time for any loss, damage, financial or otherwise which I/we may suffer as a result of any interception or breach of confidentiality or integrity or as a result of any delays, inaccuracy, imperfection, lack of quality, ineffective transmission, viruses, alteration or distortion howsoever arising affecting such electronic dealing communication.
  - (c) I/We undertake to keep each of the Company, the Investment Manager, the Administrator and the Custodian indemnified at all times against, and to save each of the Company, the Investment Manager, the Administrator and the Custodian harmless from all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against any of the Company, the Investment Manager, the Administrator and the Custodian or suffered or incurred by any of the Company, the Investment Manager, the Administrator and the Custodian and which shall have arisen either directly or indirectly out of or in connection with me /us sending electronic dealing communications.
  - (d) We confirm that we, shall not send or transmit or arrange for any sending or transmitting on our behalf, any electronic dealing communication which contains a virus or other media damaging to your property or computer systems or which may be defamatory, libellous, slanderous, obscene, abusive, offensive, menacing or immoral and will abide with all relevant laws and regulations and international conventions or treaties governing the content of and the transmission of such electronic communications.

- (e) In the event that I/we are unable to send you instructions by electronic transmission due to either a failure in or shut-down of my/our or the Administrators' or other relevant parties internet system whether temporary or otherwise, I/we will send you instructions by facsimile.

- (f) The Company, the Investment Manager, the Administrator and the Custodian may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction, electronic instructions, electronic subscriptions and redemptions or other instrument believed, in good faith, to be genuine.

**There is no obligation to deal electronically.**

## ELECTRONIC COMMUNICATIONS

- (16) The following will apply to electronic communications:

- (a) If you wish to receive your contract notes and statements via email please tick this box
- (b) Upon receipt of this form HSSI will contact the nominated person, via telephone, who will be requested to provide a password. You will be prompted to input this password each time you receive account correspondence in order to access that correspondence. All passwords should be 12-16 characters long and adhere to the following protocol:
  - (i) incorporate at least one of each of the four main character sets:

- UPPER CASE
- Lower case
- Numbers 54321
- Special Characters (for example: @#=>|\$^)

(ii) Dictionary Words should not be used.

A sample password could be as follows: Pa55phr@se10"

- (c) I/we hereby consent to electronic delivery of notices, communications and reports to the e-mail address(s) provided on this application form and in consideration of the Administrator issuing notices, communications and reports electronically, I/we hereby agree as follows, use of electronic communications shall be subject to the requirements and authentication procedures of the Administrator, I/we acknowledge that it is not possible to secure and maintain confidential electronic communications ("Internet Communications"), that any such Internet Communications can be delivered to a wrong address or that delivery of the same may not be timely; that any such Internet Communications are capable of being intercepted by third parties at any time and accordingly that the confidentiality, security and integrity of any Internet Communications cannot be assured. I/we shall not hold the Company, the Directors or the Administrator or any director, officer, employee or agent thereof, liable now or at any time for any damage, financial or otherwise, which I/we may suffer as a result of any of the matters outlined above with respect to any Internet Communication affected between the Company or the Administrator and me/us or any person or entity that we authorise to receive information relating to my / our holding in the Company, or otherwise by reason of any third party receiving, gaining access to, obtaining, altering or distorting any information or documentation transmitted via Internet Communications or by reason of any other inaccuracy, imperfection, lack of quality, ineffective transmission, delay, alteration or distortion howsoever arising affecting such Internet Communications or in respect of any other document, financial data or other information prepared, circulated or otherwise processed by the Administrator. I/we shall indemnify and keep indemnified the Company, the Directors and the Administrator and any of its directors, officers, employees or agents against all losses, costs, damages, claims, demands and expenses (including claims or other demands whatsoever taken or made by any internet service provider) which any of them may suffer incur or sustain by reason of, sending Internet Communications to any party and/ or receiving Internet Communications from any party and / or dealing with any Internet Communications in respect of me/us.

#### ANTI MONEY LAUNDERING SUPPLEMENT

1. I/We acknowledge that measures aimed at the prevention of money laundering and terrorist financing will require verification of my/our identity, address and source of funds and where applicable other persons including but not limited to any beneficial owner on a risk sensitive basis and the ongoing monitoring of my/our business relationship with the Company. I/we also acknowledge that politically exposed persons ("PEPs"), and immediate family members, and close associates of such persons (as such terms are defined below), must also be identified. I/We further acknowledge that the Administrator reserves the right not to issue Shares until such time as the Administrator has received and is satisfied with all the information and documentation requested to verify my/our identity, address and source of funds and where applicable other persons including but not limited to any beneficial owner. I/We acknowledge that the Administrator shall be held harmless against any loss arising as a result of a failure to process my/our application for Shares if such information and documentation as has been requested by the Administrator has not been provided by me/us.
2. I/We acknowledge that the Company or the Administrator also reserves the right to refuse to make any redemption payment or distribution to a Shareholder if any of the Directors of the Company or the Administrator suspects or is advised that the payment of any redemption or distribution moneys to such Shareholder might result in a breach or violation of any applicable anti-money laundering and counter terrorist financing laws or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the Company, its Directors or the Administrator with any such laws or regulations in any relevant jurisdiction.
3. I/We understand and agree that the Company prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time or named on the list of prohibited countries, territories, entities and individuals in the Official Journal of the European Communities, (iii) for a politically exposed persons<sup>1</sup>, any member of

a politically exposed persons immediate family<sup>2</sup> or any close associate<sup>3</sup> of a politically exposed persons, unless the Company, after being specifically notified by me/us in writing that I/we am/are such a person, conducts further due diligence including the establishment of the source of wealth, and determines that such investment shall be permitted, or (iv) for a shell bank<sup>4</sup> (such persons or entities in (i) - (iv) are collectively referred to as "Prohibited Persons").

4. I/We represent, warrant and covenant that: (i) I/we am/are not, nor is any person or entity controlling, controlled by or under common control with me/us, a Prohibited Person, and (ii) to the extent I/we have any beneficial owners, (a) I/we have carried out thorough due diligence to establish the identities of such beneficial owners, (b) based on such due diligence, I/we reasonably believe that no such beneficial owners are Prohibited Persons, (c) I/we hold the evidence of such identities and status and will maintain all such evidence for at least five years from the date of my/our complete redemption from the Company, and (d) I/we will make available such information and any additional information that the Company and / or Administrator may require upon request.
5. If any of the foregoing representations, warranties or covenants ceases to be true or if the Company and /or Administrator no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company and / or Administrator may be obligated to freeze my/our investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or my/our investment may immediately be redeemed by the Company, and the Company and / or the Administrator may also be required to report such action and to disclose my/our identity to OFAC or other authority. In the event that the Company and /or the Administrator is required to take any of the foregoing actions, I/we understand and agree that I/we shall have no claim against the Company, the Investment Manager, the Administrator, and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.
6. I/We understand and agree that any redemption proceeds paid to me/us will only be paid to the account of record. Furthermore, I/we understand and agree that any redemption proceeds paid to me/us will only be paid to a bank account in my/our name and with a recognised financial institution.
7. I/We agree to indemnify and hold harmless the Company, the Investment Manager, the Administrator, and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this section.
8. I/We acknowledge that the Administrator in its absolute discretion reserves the right to request from the applicant any such other or additional documentation from that outlined below when it deems it appropriate to do so to enable the Administrator to determine the applicant's compliance with applicable regulatory requirements or the applicant's anti-money laundering and terrorist financing verification status on a risk sensitive basis and the applicant shall provide to the Administrator from time to time such information as may reasonably be requested. Each person acquiring Shares in the Company must satisfy the foregoing both at the time of initial subscription and at all times thereafter until such person ceases to be a Shareholder. Accordingly, the applicant agrees to notify the Administrator promptly if there is any change with respect to any of the foregoing and / or below information, declarations or representations and to provide the Administrator with such further information as the Administrator may reasonably require.

*(b) a member of the administrative, management or supervisory body of a state-owned enterprise.*

*A "specified official" is further defined as any of the following officials (including any such officials in an institution of the European Communities or an international body):*

- (a) a head of state, head of government, government minister or deputy or assistant government minister;*
- (b) a member of a parliament;*
- (c) a member of a supreme court, constitutional court or other high level judicial body whose decisions, other than in exceptional circumstances, are not subject to further appeal;*
- (d) a member of a court of auditors or of the board of a central bank;*
- (e) an ambassador, chargé d'affaires or high-ranking officer in the armed forces.*

<sup>2</sup> An "immediate family member" includes any spouse, child, parent, brother or sister of a PEP, any person considered to be equivalent to a spouse under the national or other law of the place where the person or PEP resides or any spouse of a child of the PEP.

<sup>3</sup> A "close associate" of a PEP includes any individual who has a joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations with the PEP or any individual who has a sole beneficial ownership of a legal arrangement set up for the actual benefit of the PEP.

<sup>4</sup> "Shell bank" means a credit institution (or a body corporate that is engaged in activities equivalent to a credit institution) that—

- (a) does not have a physical presence, involving meaningful decision-making and management, in the jurisdiction in which it is incorporated,*
- (b) is not authorised to operate, and is not subject to supervision, as a credit institution (or equivalent) in the jurisdiction in which it is incorporated, and*
- (c) is not affiliated with another body corporate that—(i) has a physical presence, involving meaningful decision-making and management, in the jurisdiction in which it is incorporated, and (ii) is authorised to operate, and is subject to supervision, as a credit institution or an insurance undertaking, in the jurisdiction in which it is incorporated.*

<sup>1</sup> A PEP is defined as an individual who is, or has been, entrusted with a prominent public function, including either of the following individuals (but not including any middle ranking or more junior official):  
(a) a specified official

9. (Select and complete this section as appropriate)

10. Relevant third Parties<sup>5</sup> from a Specified Country<sup>6</sup> only) I/We declare that I am/we are licensed as ..... (description) by the ..... (regulatory body) under the laws of ..... (country) and am/are thereby subject to regulations and/or guidelines which to the best of my/our knowledge and understanding are in accordance with the Financial Action Task Force ("FATF") Recommendations on the prevention of money-laundering and terrorist financing. We attach independent verification of our licensed status. This application is made in my/our name on behalf of my/our clients whose identity has been properly verified by me/us in accordance with the guidelines. This includes, where relevant, the verification of the beneficial owner of such introduced clients on a risk sensitive basis. Evidence of such verification will be retained for a period of at least five years from the cessation of our relationship with the introduced client and will be promptly supplied, to the Administrator or the Company upon reasonable request. We confirm that introduced clients (and where relevant the beneficial owners of such clients) are not Prohibited Persons as defined. If we determine in the future that such introduced clients (and where relevant the beneficial owners of such clients) become Prohibited Persons as defined we will advise you of this in order for appropriate measures to be taken, including if relevant the blocking of assets of such clients. We confirm that we have adopted measures to prevent and detect the commission of an offence of money laundering and / or financing terrorism and that all employees, directors and other officers have received the appropriate level of training to ensure these measures are applied. We acknowledge that the Administrator/Fund/Company is placing reliance upon me/us for the purposes of meeting its due diligence obligations (except for ongoing monitoring) in respect of introduced clients (and where relevant the beneficial owners of such clients). Furthermore, should our licence or registration as noted above, be revoked or altered at any future time or if the situation with regard to any of the clients introduced has changed, we undertake to advise you immediately. We further confirm we will provide the Administrator, if requested, with a letter of assurance in connection with these matters in a form acceptable to the Administrator.

#### 11. INDIVIDUAL INVESTORS

I/We declare that I am a/we are private investor(s) who is/are making this application on my/our own behalf and not in any way as representative(s) of any other party.

Please supply the following:

- (a) **Certified\*\* copy of your passport, national identity card or ID issued by a Government body showing the photograph and signature;**
- (b) **One form of address verification: for example original or certified\*\* copy of a recent utility bill or bank statement (no more than 6 months old); and**
- (c) **Where you are a PEP confirmation of your source of wealth is required, noting the definitions and requirements detailed in Clause 3 above,**

#### JOINT ACCOUNT HOLDERS

The same procedures should be applied to joint account holders as for individuals.

#### 12. CORPORATE APPLICANTS ONLY

We hereby declare that the corporation was duly registered on .....(date) under the laws of ..... (country) and that it is not a financial intermediary.

Please supply the following:

- **Certified\*\* copy of Certificate of Incorporation (or equivalent); and or**
- **Certified\*\* copy of Memorandum and Articles of Association (or equivalent document showing registered corporate office); and or**
- **Certified\*\* copy of latest audited financial statements;**

➤ **Certified\*\* copy of the corporation or entity's list of authorised signatories;**

➤ **List of all directors' names, occupations, residential and business addresses and dates of birth;**

➤ **Identification as per individual investor above for two directors or one director and one signatory;**

➤ **Details of beneficial owners who own more than 25% of the share capital or voting rights. The Administrator reserves the right to request further information from such beneficial owners.**

#### 13. PARTNERSHIP OR TRUST APPLICATIONS

Please supply the following:

➤ List of names, date of birth, occupation and permanent addresses of all partners/trustees/beneficiaries where ascertainable/settlers;

➤ **Identification as per individual investor above for two Trustees or one Trustee and one authorised signatory / General Partner or two partners and one authorised signatory;**

➤ **Details of beneficial owners who own more than 25% of the share capital or voting rights of a Partnership or at least 25% of the capital or property rights of the trust. The Administrator reserves the right to request further information from such beneficial owners;**

➤ **Evidence of the above partners'/trustees' authority to make investments in the Company on behalf of the partnership/trust;**

➤ **Certified\*\* authorised signatory list; and**

➤ **Certified\*\* copy of partnership agreement/trust deed.**

#### 14. INSTITUTIONAL APPLICANTS ONLY

e.g. Institutional applicants acting on their own behalf who are designated persons from a Specified Country<sup>6</sup> such as regulated credit institutions and regulated financial institutions or a Public Body from a Specified Country<sup>6</sup> or a Listed Company from a Specified Country<sup>6</sup> or a pension fund based in the EU/EEA please supply the following:

➤ **Certified\*\* authorised signatory list and properly authorised mandate of persons completing the form to act on behalf of the applicant;**

➤ **Documentary evidence of the regulatory status of the applicant (e.g. Inland Revenue Approval), please contact the Administrator for further details of documents required; and**

➤ **Details of beneficiaries (where ascertainable)**

\*\*All certified copies should be certified by a notary public, practising chartered & certified public accountants, practicing solicitors, embassy consular staff, police officer or FATF regulated financial institution or any person so authorised under the laws of your country or domicile (except the authorised signatories list may be certified by the company secretary). Copies must be marked "true copy of original document" and stamped by the certifying party.

<sup>5</sup> "Relevant third party" as agreed by the Fund and the Administrator and defined in Section 40 of the Irish Criminal Justice (Money Laundering & Terrorist Financing) Act 2010 refers to a person who, in a Specified Country, carries on business and is (i) a credit institution, (ii) a financial institution (other than an undertaking that is a financial institution solely because the undertaking provides either foreign exchange services or payment services, or both), (iii) an external accountant, auditor, tax adviser, legal professional or trust or company service provider subject to mandatory professional registration or mandatory professional supervision under the laws of the Specified Country.

<sup>6</sup> A Specified Country includes the EU Member States, Argentina, Australia, Brazil, Canada, Hong Kong, Iceland, Japan, Liechtenstein, Mexico, New Zealand, Norway, Russian Federation, Singapore, Switzerland, South Africa, USA, The Channel Islands and the Isle of Man, The Dutch overseas territories of Netherlands Antilles and Aruba, The French Overseas Territories of Mayotte, New Caledonia, French Polynesia, Saint Pierre and Miquelon and Wallis and Futuna.

**EXECUTION PAGE TO APPLICATION FORM**

**(COMPLETE IN BLOCK LETTERS PLEASE)**

Applicant's Name (in full) .....

Address .....

Telephone No ..... Fax No ..... Email .....

Signature of Applicant or authorised signatory.....

Capacity of authorised signatory (if applicable) .....

<b>For Purposes of the Savings Directive</b>	
Date & Place of Birth:	
Country of issue of Passport/Official ID card*:	
If applicable, your Tax Identification Number ("TIN") issued by your country of residence:	
If applicable, please specify the country issuing TIN:	

<b>Details / Stamp of Agent</b>
---------------------------------

## DECLARATION OF RESIDENCE OUTSIDE IRELAND

Applicants who are neither Irish Residents nor a person Ordinarily Resident in Ireland are required by the Irish Revenue Commissioners to make one of the following declarations, in order to receive payment without deduction of tax. It is important to note that this declaration, if it is then still correct, shall apply in respect of any subsequent acquisitions of Units. Indicate which declaration applies by circling one option below. Terms used in this declaration are defined in the Prospectus.

Please circle either option A or B.

### A Declaration on own behalf

I/We declare that I am/we are applying for the Units on my own/our own behalf/on behalf of a company and that I am/we are/the company is entitled to the Units in respect of which this declaration is made and that

I am/we are/the company is not currently an Irish Resident or a person Ordinarily Resident in Ireland, and should I/we/the company become an Irish Resident, I/we will so inform you, in writing, accordingly.

### B Declaration as intermediary

I/We declare that I am/we are applying for Units on behalf of persons who will be beneficially entitled to the Units, and who to the best of my/our knowledge and belief, are neither an Irish Resident or a person Ordinarily Resident in Ireland, and

I/we also declare that unless I/we specifically notify you to the contrary at the time of application, all applications for Units made by me/us from the date of this application will be made on behalf of such persons; and

I/we will inform you in writing if I/we become aware that any person, on whose behalf I/we hold Units, becomes an Irish Resident.

Applicant's Name (in full) .....

Address .....

Telephone No ..... Fax No ..... Email .....

Signature of Applicant or authorised signatory.....

Capacity of authorised signatory (if applicable) .....

### Important notes

- Non-resident declarations are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration.
- To be valid, the application form (incorporating the declaration required by the Irish Revenue Commissioners) must be signed by the applicant. Where there is more than one applicant, each person must sign. If the applicant is a company, it must be signed by the company secretary or another authorised officer.
- If the application form (incorporating the declaration required by the Irish Revenue Commissioners) is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.
- This form may be subject to inspection. It is an offence to make a false declaration.
- A corporation should affix its common seal or execute under the hand of a duly authorised official who should state his representative capacity.
- With regard to the Class A Shares a sales charge of up to 3% of the Net Asset Value per Class A Share may be levied.
- Terms used in this Declaration are as defined in the Prospectus.