

**Deuterium UCITS ICAV**

**(the “Fund”)**

**APPLICATION FORM FOR SHARES IN THE**

**Deuterium Global Dynamic Allocation**

**Long/Short Fund (the “Sub-Fund”)**

**FOR USE ONLY BY US PERSONS**

To: Deuterium UCITS ICAV  
c/o RBC Investor Services Ireland Limited  
4th Floor  
One George’s Quay Plaza  
George’s Quay  
Dublin 2  
Ireland

Attention: Investor Services Department  
Tel: + 353 1 4406555  
Fax: + 353 1 6130401  
Email: Dublin\_TA\_Customer\_Support@rbc.com

Your personal information will be handled by the RBC Investor Services Ireland Limited (the “Administrator”) or its duly appointed delegates as Data Processor for the Fund in accordance with the Data Protection Legislation. Your information provided herein will be processed for the purposes of complying with the Data Protection Legislation and this may include disclosure to the Irish Revenue Commissioners.

Please ensure that you have read the current prospectus of the Fund (the “Prospectus”) and relevant supplement of the Sub-Fund (the “Supplement”) in issue as at the date of the investment to which this Application Form relates in full before completing this Application Form. Defined terms used in this Application Form are those used in the Prospectus and Supplement unless such terms are otherwise defined herein or the context otherwise requires. Accordingly, any reference to the Fund shall include reference to the Sub-Fund.

This Application Form is to be used for investing in the Sub-Fund, a sub-fund of the Fund. This Application Form, including all appendices to this Application Form constitutes your agreement to subscribe for Shares. You may e-mail or fax this Application Form (the original hard copy Application Form and supporting documentation must also be forwarded by post) to the Administrator at the address provided above. No redemption payments (or dividends/distributions if applicable) may be made until the original Application Form and supporting documentation has been received and the Administrator is satisfied that all necessary anti-money laundering checks have been completed in full.

Incomplete Application Forms (where compulsory information has not been provided) may be rejected and subscription monies received may be returned. If an application is rejected, the Administrator at the cost and risk of the Applicant will, subject to any applicable laws, return application monies or the balance thereof, without interest, expenses or compensation by electronic transfer to the account from which it was paid.

**ALL SECTIONS (INCLUDING EACH APPENDIX) MUST BE COMPLETED BEFORE AN APPLICATION WILL BE PROCESSED.**

\* Delete as appropriate

**A. Application**

I/We\* hereby irrevocably apply for such number of Shares in the Sub-Fund (including fractions) as may be subscribed for with the amount specified below, at a price of US\$10 per Share denominated in USD, €10 per Share denominated in Euro, £10 per Share denominated in GBP and CHF 10 per Share denominated in CHF, subject to receipt of this Application Form and any applicable supporting documentation by the Administrator by no later than 5:00pm (Irish time) five (5) Business Days

immediately preceding the relevant Subscription Day and receipt of cleared funds in the relevant currency by the Administrator by no later than 5:00pm (Irish time) one (1) Business Day immediately preceding the relevant Subscription Day.

Amount in figures		US\$ / € / £ .....
Amount in words		US\$ / € / £ .....
<b>Class (please tick one only)</b>  <i>If you wish to subscribe for more than one Class of Share, please complete a separate application form for each Class of Share. Please refer to the section of the Sub-Fund Supplement headed "Share Classes" for a summary of share class terms.</i>	<input type="checkbox"/>	Class F (CHF) Accumulation Shares - ISIN Code: IE000SFBDSV9
	<input type="checkbox"/>	Class F (EUR) Accumulation Shares - ISIN Code: IE000Y2LMKK5
	<input type="checkbox"/>	Class F (GBP) Accumulation Shares - ISIN Code: IE000YM4GDI0
	<input type="checkbox"/>	Class F (USD) Accumulation Shares - ISIN Code: IE0009PF9WH7
	<input type="checkbox"/>	Class S (CHF) Accumulation Shares - ISIN Code: IE0006YSANP8
	<input type="checkbox"/>	Class S (EUR) Accumulation Shares - ISIN Code: IE000DNEOZN8
	<input type="checkbox"/>	Class S (GBP) Accumulation Shares - ISIN Code: IE000UWMU2A2
	<input type="checkbox"/>	Class S (USD) Accumulation Shares - ISIN Code: IE000JNT1RK1

**All dealing instructions in relation to the Shares must be received before the time specified in the Prospectus. Dealing instructions received after such time will generally be deemed to have been received for the next Subscription Day.**

**Bank Account Details:**

Please pay monies in accordance with the deadlines outlined in the Prospectus.

Payment by wire transfer referencing the prospective investor's name should be sent to RBC Investor Services Bank S.A. Luxembourg:

Currency	Intermediary Bank/ SWIFT	Beneficiary Bank/SWIFT, Account name and IBAN	Reference
CHF	BOFACH2X SIC 087260	RBC Investor Services Bank S.A. Luxembourg/FETALULL Deuterium UCITS ICAV Collection AC LU89341 0000450180023	Sub-Fund, ISIN and investor name
EUR	BOFAGB22 Bank of America, London	RBC Investor Services Bank S.A. Luxembourg/FETALULL Deuterium UCITS ICAV Collection AC LU043410000450180001	Sub-Fund, ISIN and investor name
GBP	BOFAGB22 Bank of America, London	RBC Investor Services Bank S.A. Luxembourg/FETALULL Deuterium UCITS ICAV Collection AC LU353410000450180025	Sub-Fund, ISIN and investor name
USD	BOFAUS3N Bank of America, New York	RBC Investor Services Bank S.A. Luxembourg/FETALULL Deuterium UCITS ICAV Collection AC LU783410000450180027	Sub-Fund, ISIN and investor name

**NOTE for EUR Payments:** In order to benefit as much as possible from local clearing, it is recommended that you route your payment via one of the following of our Bank of America EUR correspondent banks. Should Bank of America not have a branch in your country, please use Bank of America London (BOFAGB22) as your EUR cash correspondent.

**Code SWIFT**

BOFAGB22  
BOFAFRPP

**Bank Name**

Bank of America London  
Bank of America Paris

**Code SWIFT**

BOFAES2X  
BOFABE3X

**Bank Name**

Bank of America Madrid  
Bank of America Antwerp

BOFADEFX  
BOFAIT2X

Bank of America Frankfurt  
Bank of America Milan

BOFAIE3X  
BOFANLNX

Bank of America Dublin  
Bank of America Amsterdam

Please note is paying via CHAPS below details should be used;

Bank: Bank of America London  
Beneficiary: RBC Investor Services Bank Luxembourg  
Account number: 25335028  
Sort code: 30-16-35  
Ref: 00004501800 (This reference must be quoted)

Please contact the Administrator for the required details for Shares denominated in currencies other than CHF, USD, EUR or GBP.

B. General Declarations

1. I/We acknowledge that the Fund reserves the right to reject any application in whole or in part at its absolute discretion and hereby specifically confirm that the Fund has the sole discretion to issue me/us with a number or monetary amount of Shares lower than that specified by me/us in Section A above and I/we accordingly confirm that I/we shall accept such lower number or monetary amount of Shares without any liability on the part of the Fund, the Investment Manager or the Administrator in respect of the issuance of such lower number or monetary amount of Shares.
2. I/We hereby acknowledge that I/we have received and read the relevant Key Investor Information Document(s) for the Sub-Fund and I/we understands and accept the objectives and risks outlined therein. I/we hereby confirm that for any subsequent investments I will obtain and read the latest version of the appropriate Key Investor Information Document.
3. I/We hereby acknowledge that I/we have received, read and understood the current Prospectus and Supplement and that this application is made on the terms of the Prospectus and subject to the Instrument of Incorporation of the Fund. In particular, I/we have reviewed the disclosures in relation to, and consulted my/our own independent advisers or otherwise satisfied myself/ourselves concerning: (i) taxation of the Fund and my/our investment in the Fund; (ii) the status of the Fund under the US Investment Company Act of 1940, as amended (the "1940 Act"); (iii) the nature of the proposed offering of Shares for the purposes of the US Securities Act of 1933, as amended (the "1933 Act"), and (iv) issues relating to the US Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and (v) the status of the Fund under the US Commodity Exchange Act, as amended (the "CEA") and the rules promulgated thereunder.
4. I/We hereby certify that (a) I am/we are a US Person as defined in the Prospectus.
5. I/We represent and warrant that I/we am/are not a retail client (as defined in EU Directive 2014/65/EU on markets in financial instruments) in the European Economic Area ("EEA"), and I/we agree to notify the Administrator promptly in writing if I/we become a retail client in the EEA. I/We undertake not to advise on, offer, sell or otherwise make available any Shares for or to a person that is a retail client in the EEA.
6. I/We hereby certify that I/we am/are a U.S. Person and that the Shares hereby applied for are being acquired directly or indirectly by or on behalf of, or for the account of, a U.S. Person.
7. I/We further confirm that I/we do not qualify as a Non-United States Person (as defined in the Prospectus) for purposes of Rule 4.7 under the CEA.
8. I/We am/are acquiring the Shares subscribed for herein for my/our own account, for investment purposes only, and not with a view to distributing or reselling such Shares in whole or in part.
9. The Applicant represents that:
  - ☐ I/We (or if the Applicant is a commodity pool, the operator thereof) is/are a member of the National Futures Association ("NFA") and is/are registered under the CEA as a: \_\_\_\_\_ and my/our NFA ID Number is: \_\_\_\_\_.

(Please indicate the category or categories under which the Applicant, or the operator thereof, is so registered, and its NFA ID number. Registration categories include commodity pool operator, commodity trading advisor, futures commission merchant, introducing broker, and retail foreign exchange dealer, swaps firm, swaps associated person.)

- ☐ I/We (and the pool operator of the Applicant in the case of a commodity pool) represents that I/we am/are exempt from registration under the CEA pursuant to \_\_\_\_\_ and have made any necessary filings with the NFA in order to avail myself/ourselves of such exemption.

(Please cite the section of the CEA or CFTC Regulation under which exemption from registration is claimed.)

- ☐ I/We am/are not required to be a member of the NFA or to be registered under the CEA because I/we do not engage in any activity that comes within the definition of any category that requires such registration.

10. I/We have such knowledge and experience in financial and business matters that I/we am/are capable of evaluating the merits and risks of my/our investment in the Shares and am/are able to bear such risks, and have obtained, in my/our judgement, sufficient information from the Fund or its authorised representatives to properly evaluate the merits and risks of such investment. I/We have evaluated the risks of investing in the Shares and have determined that the Shares are a suitable investment for me/us. I/We have not utilised any other person as a purchaser representative in connection with evaluating such merits and risks. I/We can afford a complete loss of the investment in the Shares, can afford to hold the investment in the Shares for an indefinite period of time, and acknowledge that distributions, including, without limitation, the proceeds of redemptions, may be paid in cash or in kind.
11. I/We acknowledge that I/we have made an independent decision to invest in the Fund and that, in making the decision to subscribe for Shares, I/we have relied solely upon the Prospectus and independent investigations made by me/us. I/We am/are not relying on the Fund, the Directors, the Investment Manager, the Fund's service providers or any other person or entity with respect to the legal, tax and other economic considerations involved in this investment other than my/our own advisers. My/Our investment in the Shares is consistent with my/our investment purposes, objectives and cash flow requirements and will not adversely affect my/our overall need for diversification and liquidity. I/We have been provided an opportunity to obtain any additional information concerning the offering, the Fund and all other information to the extent the Fund or its authorised representatives possesses such information or can acquire it without unreasonable effort or expense, and have been given the opportunity to ask questions of, and receive answers from, the Fund or its authorised representatives concerning the terms and conditions of the offering and other matters pertaining to this investment.
12. I/We understand that no certificates will be issued by the Fund in respect of any Shares.
13. All information provided in this Application Form will be treated confidentially by the Fund, the Investment Manager and the Administrator (in accordance with the terms of the administration agreement between the Fund, the Investment Manager and the Administrator). Without prejudice to the foregoing, I/We agree and acknowledge that the Fund, the Investment Manager or the Administrator may present this Application Form and the information provided herein to such parties as deemed advisable if (i) called upon to establish that the offer and sale of the Shares is exempt from registration under applicable law, (ii) the information is required by any regulatory agency with jurisdiction over the Fund, the Investment Manager or the Administrator or (iii) the information is relevant to an issue in any action, suit or proceeding to which the Fund, the Investment Manager, the Administrator or their affiliates is a party or by which they are or may be bound.
14. I/We understand and agree that the Investment Manager and any sales agents appointed by the Investment Manager, including entities affiliated with the Investment Manager (and/or such other third parties as may be agreed to by the Investment Manager and the Fund from time to time), may receive compensation in consideration for services rendered to the Fund, including, without limitation, (a) promoting the sale of Shares; (b) procuring Applicants for the Shares; and (c) promoting investment interest in the Fund.

15. I/We acknowledge that the historical performance of the Fund or any account managed by the Investment Manager may not be indicative of and does not constitute a guarantee of future performance.
16. I/We am/are not subscribing for Shares as a result of or subsequent to any form of general solicitation or general advertising, including any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting accessible to the public, or any solicitation of a subscription by a person not previously known to me/us in connection with investments in securities generally.
17. I/We hereby declare that the Shares are not being acquired and will not be held in contravention of any applicable laws.
18. I/we further confirm that I/we am/are aware of the risks involved in my/our proposed investment in Shares and have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in Shares, and am/are aware of the risks inherent in investing in the assets in which the Fund will invest and the method by which these assets will be held and/or traded. I/We further confirm that we understand that inherent in investing in Shares is the potential to lose the entire sum invested by me/us in Shares and further confirm that I/we can bear the economic risk of an investment in Shares, including the risk of loss of my/our entire investment in Shares and can bear the loss of my/our entire investment in Shares. I/we do not have an overall commitment to investments which are not readily marketable that is disproportionate to my/our net worth, and my/our investment in Shares will not cause such overall commitment to be excessive.
19. I/We certify that I/we are not an Ineligible Applicant and that I/we are otherwise eligible to invest in the Fund and I am/we are not acquiring Shares for or on behalf of, or for the benefit of, any person or entity who/which is an Ineligible Applicant and that I/we are otherwise eligible to invest in the Fund nor do I/we intend on transferring any Shares which I/we may purchase to any person or entity who/which are/is an Ineligible Applicant or otherwise not eligible to invest in the Fund.
20. I/We agree that if I/we become aware that I/we are an Ineligible Applicant and my/our Shares have not been transferred or redeemed pursuant to the provisions set out in the Prospectus, I/we shall indemnify and hold harmless the Fund and the directors of the Fund (the "Directors"), the Investment Manager, the Administrator and the shareholders of the Fund (the "Shareholders") and their respective affiliates, directors, members, partners, shareholders, officers, employees (each an "Indemnified Party") against any and all claims, demands, proceedings, losses, liabilities, damages, penalties, costs, fees and expenses (including without limitation legal fees, taxes and penalties) directly or indirectly suffered or incurred by such Indemnified Party arising out of or in connection with same.
21. I/We shall hold harmless each Indemnified Party for any failure to comply with my/our obligations pursuant to any of the provisions of this Application Form or any misrepresentation, inaccuracy in or breach of any representation, declaration, warranty, condition, covenant or agreement contained in this Application Form or in any other document delivered by me/us to the Fund.
22. I/We undertake to notify the Administrator promptly in writing if there is any change with respect to any of the information, confirmations, warranties, declarations or representations contained herein, and to provide the Administrator with such further information as the Administrator may reasonably request and agree to immediately take such action as the Fund may direct, including where appropriate, redemption of my/our Shares (in whole or in part) and further agree that in the absence of me/us taking such actions, the Fund take such actions as are outlined in the Prospectus, including the redemption of my/our Shares (in whole or in part). For the avoidance of doubt, these provisions apply to all applicants including any underlying beneficial owners.
23. I/We confirm and declare that I/we have carefully considered the risk factors, warnings and disclaimers contained in the Prospectus.
24. I/We acknowledge and agree to the right of the Fund to compulsorily redeem Shares in the circumstances provided for in the Prospectus.
25. I/We hereby agree not to duplicate or to furnish particulars of the Prospectus, or any other document I/we am/are supplied with in connection with my/our investment in the Fund or to divulge any of its contents or any other information regarding the Fund, to any person other than my/our investment,

legal or tax advisors (who may use the information contained therein solely for purposes relating to my/our investment in the Fund). Notwithstanding anything to the contrary herein, applicants (and each of their employees, representatives or other agents as appropriate) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the Fund and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to them relating to such tax treatment and tax structure.

26. I/We acknowledge and agree that the Investment Manager is registered as a commodity pool operator with the Commodity Futures Trading Commission ("CFTC") and pursuant to CFTC Rule 4.7 the Investment Manager will be exempt from certain substantive disclosure, reporting and recordkeeping requirements to which it would otherwise be subject in connection with the offering of the shares, and the operation of the Sub-Fund. I/We acknowledge and agree that the Sub-Fund supplements are not required to be, and have not been, filed with the CFTC. The CFTC does not pass judgement upon the merits of participating in a pool or upon the adequacy or accuracy of the Prospectus. Consequently, the CFTC has not reviewed or approved the offering or the Supplements of the Sub-Funds.
27. I/We hereby confirm that I/we shall be deemed to make, on a continuing basis, each of the statements contained herein unless I/we notify the Fund and the Administrator to the contrary in relation to any Shares I/we may hold or obtain at any time.
28. I/We hereby confirm that the Fund, the Investment Manager, the Directors and the Administrator are each authorised and instructed to accept and execute any instructions (process in the case of the Administrator) in respect of the Shares to which this application relates given by me/us in written form, by facsimile or by e-mail. I/We hereby agree to indemnify the Fund, the Investment Manager, the Directors and the Administrator and agree to keep each of them indemnified against any loss of any nature whatsoever arising to each of them as a result of any of them acting on written, facsimile or e-mail instructions. The Fund, the Directors, the Investment Manager and the Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
29. I/We acknowledge and agree that e-mail messages may not be secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, may not be delivered at all or to the intended recipient or may be received by someone other than the intended recipient or which may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. I/We acknowledge and agree that none of the Fund, the Investment Manager, the Depository or the Administrator are liable for or makes any warranties in relation to such matters.
30. I/We hereby consent to details of my/our shareholding being disclosed to the Investment Manager, any sales agent appointed by the Investment Manager or any other companies within the Investment Manager's group of companies, in the ordinary course of business.
31. I/We also hereby consent to all information, held by or provided to the Fund, relating to me/us/our client and/or my/our/our client's shareholding and our ownership and/or beneficial ownership being disclosed to any regulatory or governmental authority, any self-regulatory organisation or similar body or association or any broker or other third party in circumstances where such disclosure:
  - (A) is required by law; or
  - (B) is necessary or, in the opinion of the Directors, desirable in connection with any investment made by, or in order to facilitate investment of the assets of the Fund.
32. I/We also hereby undertake to provide the Fund and/or the Administrator any and all information it may reasonably request at any time for the purposes of making any disclosure contemplated in paragraph 29 above.
33. I/We hereby acknowledge and agree that the Administrator may request from the Applicant such additional information as is considered necessary by the Administrator to enable the Administrator to determine the Applicant's and/or the Fund's compliance with applicable regulatory or other requirements.

34. I/We covenant that I/we (i) will execute properly and provide in a timely manner any form, certification or other information reasonably requested by and acceptable to the Fund or its agents in connection with the Fund's and its affiliates' obligations under, and compliance with, applicable laws and regulations, including without limitation, applicable tax and securities laws of the United States or any other relevant jurisdiction. By executing this Application Form, I/we waive any provision under the laws and regulations of any U.S. or non-U.S. jurisdiction that would, absent a waiver, prevent or inhibit the Fund's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (A) me/us from providing any requested information or documentation, or (B) the disclosure by the Fund and its agents of the provided information or documentation to applicable regulatory authorities. In particular, but without limitation, I/we agree to provide any documentation or other information regarding myself/ourselves and our beneficial owners requested by the Fund (including but not limited to the information requested below) or its agents in connection with the disqualification provisions under Rule 506(d) of Regulation D under the 1933 Act.

35. I/We represent and warrant that no person who is a beneficial owner of the Shares is also a beneficial owner<sup>5</sup> of another shareholder's Shares, except for the shareholders identified below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

36. I/We hereby acknowledge and agree that in the event the Fund pays to me/us redemption proceeds in excess of that which I/we am/are entitled, I/we will promptly repay to the Fund the excess of the amount previously paid over the amount to which I/we am/are entitled. I/We hereby acknowledge and agree that the obligation to make a repayment to the Fund in the event of an overpayment will endure notwithstanding the performance by me/us of all other obligations under this Application Form.

37. I/We hereby acknowledge and agree that cash amounts received by the Fund from me/us in advance of the relevant Subscription Day will be held as an asset of the Fund in cash in a cash account until the Subscription Day upon which Shares are issued to me/us and I/we become a Shareholder. I/We hereby further acknowledge and agree that until such time as Shares have been issued to me/us, in the event of the Fund becoming insolvent, I/we will rank as a general unsecured creditor of the Fund in respect of such cash amounts.

38. I/We hereby acknowledge and agree that in respect of a dividend declared and payable to me/us that is unable to be paid for any reason whatsoever, such as, for example, if I/we have/has not provided the requisite information or documentation to the Fund or the Administrator, such dividend amount may be held as an asset of the Fund in cash in a cash account until such time as the reason for the Fund or the Administrator being unable to pay the dividend amount has been addressed and the dividend amount has been paid to me/us. In this regard, we confirm and agree that we will seek to promptly address the reason for the Fund or the Administrator being unable to pay the dividend amount to me/us. I/we acknowledge and agree that until such time as such dividend amount has been paid to me/us, in the event of the Fund becoming insolvent, I/we will rank as a general unsecured creditor of the Fund in respect of such a dividend amount.

39. NFA Membership.

Please complete item (a) or item (b), as applicable.

(a) (1) Please check the boxes alongside whichever of the following, if any, is applicable:

The subscriber (or if the subscriber is a commodity pool, the manager thereof) is registered with the CFTC as a:

- (i) ☐ futures commission merchant;
- (ii) ☐ introducing broker;
- (iii) ☐ commodity pool operator ("CPO"); and/or
- (iv) ☐ commodity trading advisor.

(2) A subscriber which has checked one of the boxes under item (a)(1) should check the box alongside whichever of the following statements, if any, is applicable.

- (i) \_\_\_ The subscriber (or its manager, in the case of a commodity pool) is a member of the NFA and the subscriber's membership in the NFA has not been suspended.
- (ii) \_\_\_ The subscriber (or its manager, in the case of a commodity pool) is a suspended member of the NFA but the subscriber or its manager, as applicable, is exempted from the prohibitions of NFA Bylaw 1101 by the Appeals Committee of the NFA.
- (iii) \_\_\_ The subscriber (or its manager, in the case of a commodity pool) is not a member of the NFA but the subscriber or its manager, as applicable, is exempted from the prohibitions of NFA Bylaw 1101 by resolution of the Board of Directors of the NFA.

(b) A subscriber which has not checked any of the boxes under Item (a)(1) should check the boxes alongside whichever of the following statements, if any, is applicable:

- (i) \_\_\_ The subscriber represents that it (or its manager, in the case of a commodity pool) is not required to be registered with the CFTC or to be a member of the NFA in any of the capacities listed in item (a)(1).
- (ii) \_\_\_ If the subscriber is a commodity pool but the manager thereof has not registered as a CPO, please initial whichever of the following items is applicable:, and if none are applicable, please contact the Investment Manager:

The subscriber is a commodity pool but the manager thereof is not required to register as a CPO:

- (i) \_\_\_ Pursuant to Rule 4.5 promulgated by CFTC.
- (ii) \_\_\_ Pursuant to Rule 4.13 promulgated by the CFTC.
- (iii) \_\_\_ Pursuant to another exclusion or exemption from registration as a commodity pool operator. (Please specify): \_\_\_\_\_.

C. Additional Declarations

*Delete if not applicable*

- 40. *(Natural Persons only)* I confirm that I have reached the age of majority under the laws of my country of nationality or domicile.
- 41. *(Corporate applicants only)* We hereby confirm that we have the full right and power to make this Application and invest in Shares and all necessary corporate action has been taken to authorise this application and such investment.
- 42. *(Banks and Brokers)* We are a bank or broker and are making this application on behalf of clients for investment purposes. We hereby make each of the declarations in Section B above and Section D below on behalf of such clients.
- 43. *(Trustees, agents, representatives or nominees)* If I/we am/are acting as trustee, agent, representative or nominee for an Applicant (a "Beneficial Owner"), I/we understand and acknowledge that the representations, warranties and agreements made herein are made by me/us (A) with respect to me/us and (B) with respect to the Beneficial Owner. I/We further represent and warrant that I/we have all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Application Form. I/We will not permit the Beneficial Owner to transfer any beneficial interest in the Shares, directly or indirectly, to any person or entity unless the representations made by me/us in this Agreement will continue to be true. I/ We also agree to indemnify the Fund, the Investment Manager and the Administrator and their respective directors, officers and employees for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from my/our misrepresentation or misstatement contained herein, or the assertion of my/our lack of proper authorisation from the Beneficial Owner to enter into this Application Form or perform the obligations hereof.

D. Anti-Money Laundering Declarations

- 44. I/We acknowledge that measures aimed at the prevention of money laundering may require verification of my/our identity and/or source of funds. I/We acknowledge that Shares will not be issued 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/or source of funds. In the event of delay or failure on my/our part in producing any information required for verification purposes, the

Fund and/or the Administrator may refuse to accept (or process in the case of the Administrator) this application in which case any funds received will, subject to applicable law, be returned without interest to the account from which they were originally debited. 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 or has been provided in incomplete form.

45. I/We acknowledge that the Fund and the Administrator also reserve the right to refuse to make any redemption payment to a Shareholder if the Directors or the Administrator suspect or are advised that the payment of redemption proceeds to such Shareholder might result in a breach of applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction or if such refusal is considered necessary or appropriate to ensure the compliance by the Fund or the Administrator with any such laws or regulations in any relevant jurisdiction.
46. I/We acknowledge that the Fund or the Administrator on its behalf also reserves the right to refuse to make any redemption payment or distribution to a Shareholder otherwise than to the account from which the corresponding subscription funds were paid if any of the Directors of the Fund 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 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 Fund, its Directors or the Administrator with any such laws or regulations in any relevant jurisdiction. Payment of redemption proceeds will not be made to a third party account.
47. I/We understand and acknowledge that the Fund, the Investment Manager and the Administrator may have anti-money laundering responsibilities pursuant to the laws and regulations of certain jurisdictions and that such laws and regulations are developing continually and that the Fund and/or the Administrator may be required to implement additional anti-money laundering measures from time to time.
48. I/We acknowledge and agree that (i) the Fund and/or the Administrator may monitor communications, investments, redemptions or other payments involving a Shareholder and may report any suspicious activity to appropriate authorities; (ii) in the course of making investments the Fund and/or the Administrator may disclose confidential information contained in this Application Form or otherwise provided by me/us (including our status as a Shareholder) to third parties; and (iii) the Fund and/or the Administrator may disclose such information to government authorities for anti-money laundering purposes as may be required by any governmental, regulatory or court authority having jurisdiction over it and in accordance with applicable law. I/We agree, upon request, to provide the Fund with such additional information as may be requested by the Fund, and to take such other actions as may be necessary or advisable in the reasonable judgment of the Fund and/or the Administrator to enable the Fund to satisfy its anti-money laundering responsibilities.
- 48.1 I/We understand and agree that the Fund 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 US Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Fund, after being specifically notified by me/us in writing that I am/we are such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (such persons or entities in (i) to (iv) are collectively referred to as "Prohibited Persons").
- 48.2 I/We represent, warrant and covenant that: (i) I am/we are not, nor is any person or entity controlling, controlled by or under common control with me/us, a Prohibited Person, (ii) the funds invested in the Fund on the investor's own behalf or, if applicable, on behalf of any of its beneficial owner(s), were not and are not derived from activities that may contravene any U.S. or international laws and regulations, including anti-money laundering laws and regulations and (iii) 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 Fund, and (d) I/we will make available such information and any additional information that the Fund may require upon request.

- 48.3 If any of the representations, warranties or covenants in this Section cease to be true or if the Fund no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Fund 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 Fund, and the Fund may also be required to report such action and to disclose my/our identity to OFAC or other authority. In the event that the Fund is required to take any of the foregoing actions, I/we understand and agree that I/we shall have no claim against the Fund, 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.
49. I/We understand and agree that I/We will solely be entitled to look to the assets of the Sub-Fund in respect of all payments in respect of shares. If the realised net assets of the Sub-Fund are insufficient to pay any amounts payable in respect of the shares, I/We will have no further right of payment in respect of such shares nor any claim against or recourse to any of the assets of any other sub-fund or any other asset of the Fund.
50. I/We understand and agree that any redemption proceeds paid to me/us will be paid to the same account from which my/our investment in the Fund was originally remitted, unless the Fund, and the Administrator, in their discretion, agree otherwise.
51. I/We acknowledge that, by law, the Fund and/or the Administrator may be obliged to “freeze the account” belonging to me/us either (by the Fund) prohibiting additional subscriptions by me/us, or declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and the Fund may also be required to report such action and to disclose my/our identity to OFAC. I/We further acknowledge that the Fund may, by written notice to me/us, suspend rights of redemption if the Fund and/or the Administrator reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Fund, the Investment Manager, or any of the Fund’s other service providers.

*Delete the following if not applicable and complete as appropriate*

52. (*Designated Bodies*<sup>5</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 Recommendations on the prevention of money-laundering and that 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.
- 5 A “Designated Body” is an individual or other entity which is regulated in respect of the provision of banking or investment services in a country which is a member of the European Union or the Financial Action Task Force (“FATF”) (website address: [www.fatf-gafi.org](http://www.fatf-gafi.org)).
53. (*Natural persons only*) 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.
54. (*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.

The Administrator may request from the Applicant such additional information to enable the Administrator to determine the Applicant’s compliance with applicable regulatory requirements or the Applicant’s anti-money laundering verification status 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 Fund must satisfy the foregoing both at the time of subscription and at all times thereafter until such person ceases to be a Shareholder. Accordingly, the Applicant agrees to notify the Administrator promptly in writing if there is any change with respect to any of the foregoing information, declarations or representations and to provide the Administrator with such further

information as the Administrator may reasonably require.

The Administrator reserves the right to seek further documentary identification or verification in order to adequately/satisfactorily update its records in compliance with all applicable legislation and regulation or internal policy of the Administrator as applied from time to time notwithstanding the fact that I/we may have subscribed prior to such legislation, regulation or change in Administrator's policy coming into force. As soon as it is reasonably practicable after such a change I/we agree to provide to the Administrator such further documentary identification or verification as it may reasonably request.

I/We hereby acknowledge and agree that where I/we fail to meet any of the Administrator's verification and identification policies as applied from time to time in the Administrator's compliance with all applicable anti-money laundering laws and regulations imposed upon it, the Administrator, after notification to the Directors of the Fund, may temporarily suspend all my/our shareholdings and refuse to issue statements of account in respect of my/our holding in the Fund until I/we comply with such applicable verification and identification standards. Where possible all reasonable steps will be taken to bring the period of suspension to an end as soon as I/we comply with such verification and identification standards in force and am/are no longer in breach of any applicable law or regulation.

**This application will not be accepted and Shares will not be issued unless one of 51, 52, or 53 has been completed and until all information and documentation has been received by the Administrator to its satisfaction.**

E. Status of Applicant

*The following information is required in order to ensure compliance with the appropriate regulations and to determine (i) whether an investment in the Fund is suitable for you in light of your financial position; (ii) whether you meet certain minimum net worth tests to be deemed an "accredited investor" as defined in Regulation D of the 1933 Act; (iii) whether you qualify as a "qualified purchaser" as defined in Section 3(c)(7) of the 1940 Act and accordingly meet the definition of a "qualified eligible person" under Rule 4.7 of the CEA; and (iv) whether you are a "benefit plan investor" under applicable law.*

**General**

*Please initial either (54) or (55), and complete all appropriate blanks.*

55. (A) We are an employee benefit plan, an endowment, a foundation, a .....  
corporation, partnership, trust or other legal entity (other than a (Initial)  
"benefit plan investor" as defined below)
- organised under the laws of.....
  - with a principal place of business in.....

- (B) We are a “benefit plan investor” within the meaning of the US Code of Federal Regulations, 29 C.F.R. §2510.3-101(f)(2). Under this regulation, the term “benefit plan investor” includes, without limitation, (i) any US or non-US employee benefit plan (whether sponsored or maintained by a private sector employer, government authority, union or workers council, charitable or religious organisation or any other entity), (ii) any plan subject to Section 4975 of the US Internal Revenue Code of 1986, as amended, (iii) any insurance company general account or separate account containing plan assets and (iv) any investment entity (i.e., an entity other than an “operating company” within the meaning of 29 C.F.R. §2510.3-101(c)) in which 25% or more of any class of equity interests have been purchased using plan assets.

- \_\_\_\_\_% of the subscription price to be paid hereunder is “plan assets”. (If all the entire subscription price is being paid with plan assets, insert 100%. If plan assets constitute only a portion of the subscription price being paid, state the percentage).

OR

56. I am an individual, or beneficial ownership is held by an individual (e.g. an Individual Retirement Account or Keogh Plan) of legal age and .....  
(Initial)
- a citizen of: .....
  - a resident of: .....

#### Accredited Investor

*Please initial all appropriate spaces, indicating the basis upon which you qualify as an Accredited Investor under Regulation D.*

#### For Individual Applicants Only

57. I certify that I am an accredited investor because I have an individual net worth, or my spouse and I have a combined net worth, in excess of \$1,000,000 (excluding the value of my primary residence<sup>3</sup>). .....  
(Initial)

- <sup>3</sup> In calculating net worth, an individual must include as a liability the amount of indebtedness secured by such individual's primary residence that is incurred (i) at any time and is in excess of the estimated fair market value of such residence, or (ii) incurred within 60 days prior to the date such individual is admitted to the Fund (other than as a result of the acquisition of such residence).

58. I certify that I am an accredited investor because I had individual income (exclusive of any income attributable to my spouse) of more than \$200,000 in each of the past two years, or joint income with my spouse of more than \$300,000 in each of those years, and I reasonably expect to reach the same income level in the current year<sup>4</sup>. .....  
(Initial)

- <sup>4</sup> For purposes of this Application Form, individual income means adjusted gross income, as reported for US federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount received of any tax-exempt interest

income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of Form 1040; (iii) any deduction claimed for depletion under Section 611 et seq. of the Code; (iv) amounts contributed to an Individual Retirement Account.

#### For Corporations, Foundations, Endowments or Partnerships

59. We hereby certify that we are an accredited investor because we have total assets in excess of \$5,000,000 and were not formed for the specific purpose of acquiring the securities offered and that our investment in the Fund does not constitute more than 40% of our total assets. ....  
(Initial)
60. We hereby certify that we are an accredited investor because all of our equity owners are accredited investors. *The Fund, in its sole and absolute discretion, may request information regarding the basis on which such equity owners are accredited.* ....  
(Initial)

#### For Employee Benefit Plans

61. We hereby certify that we are an accredited investor because we are an employee benefit plan within the meaning of ERISA, and the decision to invest in the Fund was made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company or registered investment adviser. ....  
(Initial)
- The name of such plan fiduciary is: .....
62. We hereby certify that we are an accredited investor because we are an employee benefit plan within the meaning of ERISA which has total assets in excess of \$5,000,000. ....  
(Initial)
63. We hereby certify that we are an accredited investor because we are a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and we have total assets in excess of \$5,000,000. ....  
(Initial)

#### For Individual Retirement Accounts and Keogh Plans

64. We hereby certify that we are an accredited investor because we are a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account) in which all of the participants are accredited investors because each participant has a net worth of at least \$1,000,000 (excluding the value of such participant's primary residence) or has had an individual income of at least \$200,000 (or a joint income with spouse of at least \$300,000) in each of the last two years (reasonably expecting to reach the same income level in the current year). *The Fund, in its sole and absolute discretion, may request information regarding the basis on which such participants are accredited.* ....  
(Initial)

#### For Charitable Tax-Exempt Entities

65. We hereby certify that we are an accredited investor because we are an organisation described in Section 501(c)(3) of the Code, were not formed for the specific purpose of acquiring the securities offered, and have total assets in excess of \$5,000,000. ....  
(Initial)

#### For Trusts

66. We hereby certify that we are an accredited investor because we are a trust with total assets in excess of \$5,000,000, we were not formed for the ....

specific purpose of acquiring the securities offered, and purchases are directed by a sophisticated person. *As used in the foregoing sentence, a “sophisticated person” is one who has such knowledge and experience in financial and business matters that s/he is capable of evaluating the merits and risks of the prospective investment;* (Initial)

67. We hereby certify that we are an accredited investor because we are (i) a bank as defined in Section 3(a)(2) of the 1933 Act, a savings and loan association, or another institution as defined in Section 3(a)(5)(A) of the 1933 Act, (ii) acting in a fiduciary capacity and (iii) subscribing for the purchase of the securities being offered on behalf of a trust account or accounts; ..... (Initial)

68. We hereby certify that we are an accredited investor because we are a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors. *The Fund, in its sole and absolute discretion, may request information regarding the basis on which such equity owners are accredited.* ..... (Initial)

#### **For Banks, Savings and Loans and Similar Institutions**

69. We hereby certify that we are an accredited investor because we are a bank as defined in Section 3(a)(2) of the 1933 Act, or savings and loan association or other institution as defined in section 3(a)(5)(A) of the 1933 Act acting on our own behalf. ..... (Initial)

#### **For Insurance Companies**

70. We hereby certify that we are an accredited investor because we are an insurance company as defined in Section 2(13) of the 1933 Act. ..... (Initial)

#### **Qualified Purchaser and Qualified Eligible Person Status**

*Please initial all appropriate spaces, indicating the basis upon which you qualify as a Qualified Purchaser under Section 3(c)(7) of the 1940 Act and accordingly, as a qualified eligible person within the meaning of Rule 4.7 under the CEA. Italicised terms are defined at the end of this section.*

#### **For Individual Retirement Accounts and Keogh Plans**

71. I certify that I am an Individual Retirement Account (“IRA”) or a self-directed pension plan and the individual who established the IRA or the individual who directed that his or her assets be invested in the Fund is an individual who owns not less than \$5,000,000 in investments. .... (Initial)

#### **For Individual Applicants Only**

72. I certify that I own *investments* (including any property held jointly or as community property with my spouse) of not less than \$5,000,000. .... (Initial)

**For Trusts, Partnerships, Corporations, Foundations or other Entities**

73. We certify that we were not formed for the specific purpose of acquiring Shares in the Fund and are acting for our own account or the accounts of other qualified purchasers that in the aggregate own and invest on a discretionary basis not less than US\$25,000,000 in *investments*. An investor may be deemed to be “formed for the specific purpose of acquiring Shares in the Fund” if either (i) the amount of the investor’s subscription for Shares in the Fund exceeds 40 per cent of the total assets (on a consolidated basis with its subsidiaries) of the investor or (ii) interest holders in the investor are able to decide individually, whether to participate, or the extent of their participation, in the investor’s investment in the Fund (i.e., holders of interests in the investor can determine whether their capital will form part of the capital invested by the investor in the Fund). .....  
(Initial)
74. We certify that we are a Company that (a) was not formed for the specific purpose of acquiring Shares in the Fund; (b) owns not less than US\$5,000,000 in *investments*; and (c) is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or as direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organisations, or trusts established by or for the benefit of such persons (a “Family Company”). .....  
(Initial)
75. We certify that we are a trust or charitable corporation that: (a) was not formed for the specific purpose of acquiring Shares in the Fund; and (b) the trustee or other person authorised to make decisions with respect to the entity is, and each settlor or other person who has contributed assets to the entity was at the time of at least one such contribution, a person described in 72 through 75. .....  
(Initial)
76. We certify that we are a Company the securities of which are beneficially owned solely by persons described in 72 through 76. .....  
(Initial)

**For Employee Benefit Plans**

77. We certify that (a) the decision to invest in the Fund was made by a plan fiduciary on behalf of plan participants and not by the plan participants themselves and (b) the plan owns at least US\$25 million of *investments*. .....  
(Initial)
78. Each participant in the plan is a person described in 72 through 76. .....  
(Initial)

**In addition for Private Investment Companies**

79. We certify that we are a private investment company that, but for the exceptions provided for in Section 3(c)(1) or Section 3(c)(7) of the 1940 Act, would be required to register as an investment company. .....  
(Initial)

YES \_\_\_\_\_ NO \_\_\_\_\_

If you responded “Yes” to this Question, go to paragraph 79.

80. We certify that all beneficial owners (as defined in Rule 2a51-2(c) under the 1940 Act) of our outstanding securities that purchased interests in us prior to April 30, 1996, and all beneficial owners of the outstanding securities of any private investment company that, directly or indirectly, owns any outstanding securities in us, have consented to our treatment as a qualified purchaser. .....  
(Initial)

YES \_\_\_\_\_ NO \_\_\_\_\_

“*Company*” means a corporation (including a charitable corporation), a partnership, an association, a joint-stock company, a trust, a fund, or any organised group of persons whether incorporated or not, or any receiver, trustee in bankruptcy or any liquidating agent for any of the foregoing, in his capacity as such.

“*investments*” means (A) securities, *excluding* securities of an issuer that controls, is controlled by or is under common control, with the investor, unless the issuer of such securities is (i) an investment company or other issuer excepted from the definition of investment company by sections 3(c)(1) through 3(c)(9) of the 1940 Act or a commodity pool, (ii) a public company that files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or a company whose securities are listed on a designated offshore securities market, or (iii) a company with shareholders’ equity of not less than US\$50 million; (B) real estate held for investment purposes (i.e. not property held for residential or business related purposes); (C) contracts for the purchase or sale of a commodity for future delivery held for investment purposes, options on such contracts, and options on physical commodities traded on or subject to the rules of a U.S. contract market or a non-U.S. board of trade or exchange to the extent of the initial margin and option premium deposited with a futures commission merchant, *including* swaps and physical commodities with respect to which such contracts and options are traded, but *excluding* commodities that are used as part of a trade or business; (D) certain types of financial contracts entered into for investment purposes; (E) for an investor that is a private investment fund or commodity pool, binding capital commitments to such investor; and (F) cash and cash equivalents held for investment purposes, such as bank deposits, certificates of deposit and bankers acceptances.

<sup>5</sup> The Eurobond market, as regulated by the International Securities Market Association; the Alberta Stock Exchange; the Amsterdam Stock Exchange; the Australian Stock Exchange Limited; the Bermuda Stock Exchange; the Bourse de Bruxelles; the Copenhagen Stock Exchange; the European Association of Securities Dealers Automated Quotation; the Frankfurt Stock Exchange; the Helsinki Stock Exchange; The Stock Exchange of Hong Kong Limited; the Irish Stock Exchange; the Istanbul Stock Exchange; the Johannesburg Stock Exchange; the London Stock Exchange; the Bourse de Luxembourg; the Mexico Stock Exchange; the Borsa Valori di Milan; the Montreal Stock Exchange; the Oslo Stock Exchange; the Bourse de Paris; the Stock Exchange of Singapore Ltd.; the Stockholm Stock Exchange; the Tokyo Stock Exchange; the Toronto Stock Exchange; the Vancouver Stock Exchange; the Warsaw Stock Exchange and the Zurich Stock Exchange.

“*control*” means the power to exercise a controlling influence over the management or policies of a company, unless such power is solely the result of an official position with such company. Control should be presumed to exist if a person owns more than 25 per cent of the voting securities of a company.

F. “FATCA” and similar measures

Without prejudice to the generality of any other provision of this Application Form:

81. I/We acknowledge that certain obligations are or may be imposed on the Fund by Relevant Law. I/We further acknowledge that each of the Fund has the authority to enter into and comply with any agreement that it may be necessary or desirable to enter into in connection with Relevant Law or otherwise comply with any Relevant Law.
82. I/We acknowledge that the Fund (or their respective directors and Agents from time to time) may be required to disclose details of my/our shareholding (including financial and account information) and, if and to the extent required, the direct or indirect beneficial owners of my/our Shares (if any) and any information and documentation provided by me/us, to any taxation authority, government agency or other person pursuant to Relevant Law.
83. I/We agree to provide to the Fund, the Administrator at such times as each of them may request such declarations, certificates, self-certification forms, withholding statements or documents as each of them may reasonably require (the “Tax Information”) in connection with this investment (including for the purposes of tax and Relevant Law). Should any information furnished to any of them become inaccurate or incomplete in any way, I/we hereby agree to notify the Fund, the Investment Manager and/or the Administrator immediately of any such change and further agree to request the redemption of Shares in respect of which such confirmations have become incomplete or inaccurate where

requested to do so by the Fund and that failing any such request that the Fund may compulsorily redeem any such Shares in accordance with the terms of the Prospectus.

84. In addition to the Tax Information, I/We agree to promptly provide, and periodically update, at any times requested by the Investment Manager or the Administrator with any information (or verification thereof) the Fund, the Investment Manager or the Administrator deems necessary for compliance with tax reporting requirements and/or Relevant Law. This may include such information as is required to evidence the Fund's (or any accountholder in the Fund's) status for the purposes of any Relevant Law, including (not limited to) whether the Fund is a financial institution, or whether its account holders are U.S. persons or what the account holder's country of tax residence is.
85. I/We hereby acknowledge that if I/we fail to provide any information on a timely basis, I/We may be subject to U.S. withholding tax on my/our share of "withholdable payments" (as defined for purposes of FATCA) received by the Fund.
86. I/We hereby acknowledge that if I/we fail to provide any information and such failure results in the Fund being unable to comply with Relevant Law or other obligation, the Fund may completely redeem my/our Shares (at any time upon any or no notice). I/We further acknowledge and agree to indemnify the Fund and the Shareholders and its other investors for any losses resulting from our failure to meet its obligations under this Section, including any withholding tax imposed on the Fund.
87. We represent and warrant the completeness and accuracy of any information (as at the date of submission) and authorise the Fund, the Investment Manager and the Administrator to act upon such information in good faith, including, but not limited to, disclosing or submitting such information to the relevant tax authorities. I/We agree to waive any provision of foreign law that would, absent such a waiver, prevent compliance with such requirements. The Fund, the Investment Manager or the Administrator shall not have any obligation to carry out any investigation with respect to the truth, accuracy or completeness of any information provided by us and I/We will, on demand, hold the Fund harmless from any liability resulting from the my/our failure to provide complete and accurate Information.
88. I/We agree to provide on request in a timely manner, and consent to the use and disclosure of, any information or documentation in relation to myself/ourselves and, if and to the extent required, the direct or indirect beneficial owner(s) of my/our Shares (if any), as may be necessary or desirable for the Fund (or its respective directors and Agents from time to time) to comply with any reporting or other obligations and/or prevent the withholding of tax or other penalties under Relevant Law. I/we shall have no claim against the Fund (or its respective directors and Agents from time to time) for any losses, liabilities, costs or expenses suffered by me/us (including in relation to the direct or indirect beneficial owners of my/our Shares (if any)) as a result of the use or disclosure of such information or documentation. I/We also undertake to notify the Fund (or its respective directors and Agents from time to time) of any change to, update and/or replace forthwith, such information and documentation which may be relevant for the purposes of Relevant Law.
89. The information and documentation that I/we agree to provide in relation to myself/ourselves and, if and to the extent required, the direct or indirect beneficial owner(s) of my/our Shares (if any), includes, but is not limited to, information and/or passport(s), properly executed forms (including, without limitation, US IRS Form W-9 (or applicable successor form) and a self-certification for purposes of the Common Reporting Standard), certificates, or other documentation relating to or establishing such person's identity, jurisdiction of residence (or formation) and income tax status.
90. To the extent permitted by law, I/we agree to waive any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent the Fund's compliance with any Relevant Law, including, but not limited to, my/our provision of any requested information and/or documentation.
91. I/We acknowledge that the Fund and/or its respective directors and/or relevant Agents shall be entitled to determine, in their sole discretion, whether and how to comply with Relevant Law. Any such determinations shall include, but not be limited to, an assessment of the information and documents that are required to be disclosed to any tax authority, government agency or other person to comply with Relevant Law. I/We acknowledge and agree that I/we shall have no claim against the Fund, its respective directors and Agents for any losses, liabilities, costs or expenses suffered by me/us (including in relation to the direct or indirect beneficial owners of my/our Shares (if any)) that

are attributable to any determinations related to compliance or actions taken to comply with Relevant Law.

92. I/We acknowledge that if I/we provide information and documentation that is in any way misleading, or fail to provide the Fund (and/or its respective directors and Agents) with the requested information and documentation necessary in either case to satisfy the Fund's obligations under Relevant Law, the Fund reserves the right (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its respective investors being subject to withholding tax or other penalties under Relevant Law): (i) to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption, compulsory transfer and/or compulsory exchange of any Shares held by me/us; and (ii) to reduce any redemption or repurchase proceeds, dividends and/or other distributions or any other amounts otherwise payable to me/us, or to deduct from the Net Asset Value per Share of the Shares held by me/us, any withholding or deduction required by Relevant Law and all associated interest, penalties and other losses, liabilities, costs (including, without limitation, compliance costs), expenses or taxes caused (directly or indirectly) by my/our action or inaction.
93. I/We agree to indemnify and hold harmless the Fund (and its respective directors and Agents) in cleared funds promptly on demand against any withholding or deduction required by Relevant Law and all associated interest, penalties and other losses, liabilities, costs (including, without limitation, compliance costs) or expenses provided for under or otherwise arising in connection with Relevant Law in connection with any act or omission (including without limitation any failure to provide any or all requested information and documentation and/or the provision of inaccurate, incomplete or misleading information and documentation) by me/us, or any related person, to the extent that any deductions made from any redemption or repurchase proceeds, dividends and/or other distributions relating to my/our Shares or any other amounts otherwise payable to me/us is insufficient to indemnify the Fund (and its respective directors and Agents). This indemnification provision (which forms part of my/our subscription contract with the Fund) shall survive the termination of my/our subscription contract and shall continue to operate upon my/our ceasing to hold any Shares in the Fund.
94. In this section, "Relevant Law" means any existing or future legislation (including any rules imposed by any inter-governmental agreement) enacted in any jurisdiction and applicable to the Fund, the Administrator and/or the Investment Manager, that provides for the exchange of information, including any official interpretations or guidance thereof, or any law or regulations implementing an intergovernmental approach thereto, or any agreements made pursuant to the implementation of the foregoing, in each case as enacted, made, amended or replaced from time to time.
95. In this section, "Agent" means an agent acting from time to time on behalf of the Fund, including, without limitation, the Investment Manager, the Administrator, the depositary and other service providers of the Fund and their affiliates and the partners, officers, directors, members, managers, employees, agents and shareholders of the foregoing.
96. I/We hereby consent to the recording of telephone calls, electronic and/or other communications and conversations with the Fund, the Directors, the Investment Manager, the Administrator and their respective directors, members, partners, shareholders, officers, employees, agents and affiliates for record keeping, security and/or training purposes.

G. Miscellaneous

97. I/We irrevocably agree that this Application Form is governed by the laws of Ireland.
98. I/We irrevocably (a) consent to the exclusive jurisdiction of the courts of Ireland for any proceedings relating to this Application Form or otherwise pertaining to my/our investment in the Fund (a "Proceeding"); (b) waive any objection to the convenience of any such court; and (c) waive any right to bring in any other court or forum any Proceeding.
99. I/We irrevocably waive any right to a jury trial in any Proceeding.
100. I/We irrevocably waive any right or claim in any Proceeding for any punitive, exemplary, special, or consequential damages (regardless of whether or not such consequential damages were foreseeable).

101. The provisions of this Application Form are severable so that the invalidity or unenforceability of any one or more provisions of this Application Form shall not render any other provisions of this Application Form invalid or unenforceable. If any provision of this Application Form is found to be invalid or unenforceable, the parties hereby authorize any court of competent jurisdiction to reform this Application Form by replacing such invalid or unenforceable provision with a valid and enforceable provision that, to the fullest extent possible, accomplishes the purposes and intent of the provision found to be invalid or unenforceable.
102. A person who is not a party to this Application Form may not, in its own right or otherwise, enforce any term of this Application Form, except that any such third party may enforce any term of this Application Form to the extent it is granted rights hereunder.

\_\_\_\_\_ Type of applicant- Please check one:

Name of Applicant  
(Please Print or type)

Tax I.D. Number\_\_\_\_\_

Name of Person exercising  
investment discretion for Applicant  
(trustee or fiduciary, etc.)

\_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Limited Liability Company  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ Trust  
\_\_\_\_\_ Foundation  
\_\_\_\_\_ Endowment  
\_\_\_\_\_ Employee Benefit Plan  
\_\_\_\_\_ Individual Retirement Plan  
  
\_\_\_\_\_ Tenants in Common  
\_\_\_\_\_ Keogh Plan  
\_\_\_\_\_ Joint Tenants  
\_\_\_\_\_ Other - Specify: \_\_\_\_\_

#### For all Investors

Please send to the Administrator together with your Application Form, the US W-9 tax form, completed and signed as required. A copy of your Application Form and US W-9 tax form must be received by the Administrator in accordance with the subscription procedures set out in the Prospectus, failing which the Fund may reject your application in whole or in part at its absolute discretion.

Please see the following link to the US Internal Revenue Service website, for the US W-9 tax form and instructions for its completion: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.

You hereby acknowledge that none of the Fund, the Investment Manager or the Administrator is a tax advisor and they are each unable to advise on the completion of the US W-9 tax form.

#### H. Data Protection

103. I/We represent and warrant that all personal data provided to the Fund, the Investment Manager or the Administrator by or on behalf of me/us has been and will be provided in accordance with applicable laws and regulations, including without limitation those relating to privacy or the use of personal data. I/We shall ensure that any personal data that I/we provide to the Fund, the Investment Manager or the Administrator is accurate and up to date, and I/we shall promptly notify the Administrator if I/we become aware that any such data is no longer accurate or up to date.
104. I/We acknowledge receipt of the privacy notices attached to this application form (the "Privacy Notices") as Appendix 3 which provides an outline of my/our data protection rights and the Fund's data protection obligations as they relate to my/our investment in the Fund and further that I/we have read the Privacy Notices in detail and understood the contents thereof. I/We shall promptly provide the Privacy Notices to (i) each individual whose personal data I/we have provided or will provide to the Fund, the Investment Manager or the Administrator in connection with my/our application for Shares (such as a director, partner, trustee, employee, agent or direct or indirect owner) and (ii) any other individual connected to me/us as may be requested by the Fund, the Investment Manager or the Administrator. I/We shall also promptly provide to any such individual, on request by the Fund, the Investment Manager or the Administrator, any updated versions of the Privacy Notices and the privacy notice (or other data protection disclosures) of any third party to which the Fund, the

Investment Manager or the Administrator has directly or indirectly provided that individual's personal data.

I. Consent for Data Protection

105. I/We acknowledge and agree that in connection with the services provided to the Fund, its personal data may be transferred and/or stored in various jurisdictions in which the Administrator, and/or its affiliates have a presence, including to jurisdictions that may not offer a level of personal data protection equivalent to my/our country of residence. I/We further acknowledge and agree that each of the Fund, the Administrator, and/or the Investment Manager may disclose my/our personal data to each other, to their respective affiliates, agents, employees, delegates or sub-contractors or any other service provider to the Fund, third parties such as auditors and regulators where necessary or advisable to facilitate the acceptance and management of this subscription including, but not limited to, in connection with anti-money laundering purposes or for compliance with foreign regulatory requirements copies of my/our subscription application/documents and any information concerning me/us in their respective possession, whether provided by me/us to the Fund, the Administrator and/or the Investment Manager or otherwise, including details of that Applicant's holdings in the Fund, historical and pending transactions in the Fund's Shares and the values thereof, and any such disclosure, use, storage or transfer shall not be a breach of any restriction upon the disclosure, use, storage or transfer of information imposed on any such person by law or otherwise.

J. Data Protection outside EEA

106. In accordance with the preceding paragraph I/we consent to the disclosure of personal information to the third parties as set out above, including the transfer of data to the jurisdictions outside the European Economic Area in accordance with the requirements of GDPR. I/we acknowledge that such countries may not have the same data protection laws as my/our jurisdiction.

K. ID documentation

107. I/We acknowledge and agree that Shares in the Fund may not be issued until such time as the Administrator has received and is satisfied with all the information and documentation requested to verify my/our identity. Where, at the sole discretion of the Administrator, Shares are issued prior to the Administrator having received all the information and documentation required to verify my/our identity, I/we will be prohibited from redeeming any Shares so issued, and the Fund or the Administrator on its behalf reserves the right to refuse to make any redemption payment or distribution to me/us, until such time as the Administrator has received and is satisfied with all the information and documentation requested to verify my/our identity.
108. I/we agree to provide the required information and documentation before the Dealing Deadline.
109. I/We acknowledge that the Administrator, the Fund and the Directors 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 has not been provided by me/us.

L. Non-receipt of Application Form

110. I/We hereby acknowledge and agree that neither the Fund nor the Administrator shall be responsible for any mis-delivery or non-receipt of any facsimile or e-mail if they have not acknowledged receipt of the facsimile, e-mail or original document. Facsimiles or e-mails sent to the Fund or the Administrator shall only be effective when actually acknowledged by the Fund or the Administrator. In the event that no acknowledgement is received from the Administrator within five (5) days of submission of the request, I/we agree that it should contact the Administrator on telephone number +353 1 434 5122 to confirm receipt by the Administrator of the request. I/We agree that the foregoing shall also apply to any subscription request made using the short form subscription application form.

M. Amendment of Terms by the Applicant

111. I/We acknowledge and agree that any notations, alterations, strike-outs, addenda, inserts or verbiage purporting to amend the terms of this Application Form shall not be effective unless explicitly agreed to by the Fund or its agents. Absent explicit agreement, the issuance of a trade confirmation or contract note shall not be construed as the Fund's acceptance or agreement to any such purported

amendments.

N. Electronic Communications

112. I/We hereby authorize and instruct the Fund and the Administrator to accept and execute any instruction, notice, consent or other request (collectively, "Instruction") in respect of the interests to which this Application Form relates given by me/us in written form, by facsimile or by other electronic means. If Instructions are given by me/us by facsimile or by other electronic means, I/we agree to keep the Fund and the Administrator indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon Instructions submitted by facsimile or by other electronic means. The Fund and the Administrator may rely conclusively upon and shall incur no liability whatsoever including, without limitation, any losses (whether direct, indirect, consequential, in contract, tort, or otherwise) in respect of any loss arising from (i) the non-receipt of any Instruction relating to the interests of me/us delivered by facsimile or other electronic means or (ii) any action taken upon any Instruction believed in good faith to be genuine or to be signed by properly authorized persons on behalf of me/us.
113. I/We hereby acknowledge that any notice or document may be sent by the Fund and/or Administrator to me/us in the manner specified from time to time in the Prospectus and this Application Form and, for the purposes of the Electronic Commerce Act 2000, if I/we have provided an e-mail address or fax number to the Fund or its delegate, consent to any such notice or document being sent to me/us by fax or electronically to the fax number or e-mail address previously identified by me/us which I/we acknowledge constitutes effective receipt by me/us of the relevant notice or document. I/we acknowledge that I/we am/are not obliged to accept electronic communication and may at any time choose to revoke my/our agreement to receive communications by fax or electronically by notifying the Fund, the Investment Manager and the Administrator in writing provided that my/our agreement to receive communications by fax or electronically shall remain in full force and effect pending receipt by the Fund of written notice of such revocation.
114. I hereby consent to the provision of contract notes, statements and other reports, by secured or encrypted electronic transmission, which may be issued from time to time by the Administrator in respect of my holdings in the Fund.

O. E-signature

115. If I/we elect at any time to provide an Instruction to the Fund or the Administrator on its behalf (including Instructions relating to subscription, redemption/withdrawal, transfer, contact updates or otherwise) using electronic or digital signature technology ("E-signature"), whether it is a computer generated signature, an electronic copy of my/our true ink signature or otherwise, I/we authorize and instruct the Administrator, the Fund and its agents to accept and execute any and all such Instructions which are provided using an E-signature. I/we acknowledge and agree that any Instruction provided to the Fund or the Administrator on its behalf using an E-signature shall be treated by the Fund and the Administrator as valid and binding as my/our true ink signature. If Instructions are provided by me/us at any time using an E-signature, I/we agree to keep the Fund and the Administrator indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon Instructions provided using an E-signature. I/We acknowledge and agree that the Administrator, the Fund and its agents may rely conclusively upon and shall incur no liability whatsoever including, without limitation, any losses (whether direct, indirect, consequential, in contract, tort, or otherwise) arising in respect of any action taken or omitted to be taken upon any instructions provided using an E-signature believed in good faith to be genuine or to be signed by properly authorized persons on behalf of me/us. The foregoing shall not obligate the Fund or the Administrator to process instructions executed by E-signature. The Fund and the Administrator may decline to act on any E-signature instruction in their absolute discretion, and intend to do so particularly in circumstances where the Fund or the Administrator are unable to verify whether an Instruction has been provided by a party authorized to give Instructions on behalf of me/us. If any instruction is submitted by me/us and not acknowledged by the Fund or Administrator, it is my/our obligation to contact the Fund or the Administrator to confirm receipt.

- Terms defined in the Prospectus and Supplement have the same meaning in this Application Form.
- Application Forms should be sent to the Administrator in accordance with the procedure set out in the Prospectus.
- In the case of a corporate applicants, signatories may be required to produce evidence of authority.
- The minimum initial investment and minimum amount of additional subscriptions per subscriber is set out in the Prospectus and the Sub-Fund Supplement.
- Written confirmations of ownership of Shares will be issued to successful applicants confirming acceptance of their application. Share certificates shall not be issued. Once completed applications have been received by the Administrator, they are irrevocable.
- The Directors are authorised from time to time to resolve to close the Sub-Fund or any Class of Shares to new subscriptions, either for a specified period or until they otherwise determine and either in respect of all investors or new investors only.
- The Directors may declare a suspension of the issue of Shares in certain circumstances as described in the Prospectus.

## **CERTAIN UNITED STATES TAX MATTERS**

THE DISCUSSION HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS A DISCUSSION PRIMARILY OF THE US TAX CONSEQUENCES TO PROSPECTIVE SHAREHOLDERS WHO ARE US TAXABLE INVESTORS. EACH PROSPECTIVE SHAREHOLDER SHOULD CONSULT HIS PROFESSIONAL TAX ADVISOR WITH RESPECT TO THE TAX ASPECTS OF AN INVESTMENT IN THE FUND. TAX CONSEQUENCES MAY VARY DEPENDING UPON THE PARTICULAR STATUS OF A PROSPECTIVE SHAREHOLDER. IN ADDITION, SPECIAL CONSIDERATIONS (NOT DISCUSSED HEREIN) MAY APPLY TO PERSONS WHO ARE NOT DIRECT SHAREHOLDERS IN THE FUND BUT WHO ARE DEEMED TO OWN SHARES AS A RESULT OF THE APPLICATION OF CERTAIN ATTRIBUTION RULES.

### **Taxation of the Fund**

The Fund intends to treat each as a separate entity for U.S. Federal income tax purposes. However, since the law is unclear as to whether an umbrella Irish collective asset-management Vehicle with segregated liability between sub-funds should be treated as a single entity or multiple entities for U.S. Federal income tax purposes, there can be no assurance that the IRS will accept the Fund's tax treatment of the Sub-Funds as separate entities.

It is expected that the Sub-Fund will be treated as a corporation for U.S. Federal income tax purposes.

Section 864(b)(2) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") provides a safe harbour (the "Safe Harbour") pursuant to which a foreign corporation that engages in the United States in trading securities for its own account will not be deemed to be engaged in a U.S. trade or business. If the Sub-Fund conducts its activities in a manner so as to meet the requirements of the Safe Harbour, the Sub-Fund's securities trading activities should not constitute a U.S. trade or business, and the Sub-Fund generally should not be subject to the regular U.S. Federal income tax on its trading profits. However, if the Sub-Fund engages in activities that are outside the scope of the Safe Harbour, the Sub-Fund may be considered to be engaged in a U.S. trade or business, in which case the Sub-Fund would be subject to U.S. Federal income tax and branch profits tax on some or all of its income and profits. Assuming that the Sub-Fund qualifies for the Safe Harbour, the Sub-Funds will not be subject to any U.S. Federal income tax on its capital gains from the sale of securities to the extent that such securities are not classified as "United States real property interests" within the meaning of Code Section 897. The Sub-Fund will be subject to U.S. Federal income tax on any gain realized from the sale of a "United States real property interest", which term generally includes, among other things, stock of a "United States real property holding corporation".

Assuming that the Sub-Fund qualifies for the Safe Harbour, the only U.S. Federal income taxes which will be payable by the Sub-Fund on its income from dividends and interest is the 30% withholding tax applicable to dividends (including dividend equivalents) and certain interest income considered to be from sources within the United States. This tax will apply even if the Sub-Fund complies with its obligations under the Hiring Incentives to Restore Employment Act (the "HIRE Act") (as discussed below).

The Foreign Account Tax Compliance Act ("FATCA") provisions of the HIRE Act provide that the Sub-Fund must disclose the name, address and taxpayer identification number of certain U.S. persons that own, directly or indirectly, any interest in that Sub-Fund, as well as certain other information relating to any such interest, pursuant to the terms of the intergovernmental agreement between the United States and Ireland and implementing legislation and regulations adopted by Ireland. If the Sub-Fund fails to comply with these requirements, then a 30% withholding tax will be imposed on payments to the Sub-Fund of U.S. source income (including dividends and interest). Although the Sub-Fund will attempt to satisfy any obligations imposed on it to avoid the imposition of this withholding tax, no assurance can be given that the Sub-Fund will be able to satisfy these obligations. In this regard, the Sub-Fund may require Shareholders to provide any documentation or other information regarding the Shareholder and its beneficial owners that the Sub-Fund determines is necessary or desirable in order for the Sub-Funds to avoid the withholding tax and otherwise comply with the HIRE Act. If the Sub-Fund becomes subject to a withholding tax as a result of the HIRE Act, the value of Shares held by all Shareholders may be materially affected, although the Sub-Fund generally expects to charge the amounts to the relevant Shareholders, as applicable.

### **Taxation of US Taxable Investors**

Persons generally subject to U.S. Federal income taxation on worldwide income ("US Taxable Investors") should be aware of certain tax consequences of investing directly or indirectly in the Sub-Fund. It is expected that the Sub-Fund will be a "passive foreign investment company" ("PFIC") as defined in Code Section 1297.

A US Taxable Investor that owns Shares is subject to different rules depending on whether the US Taxable Investor makes an election to treat the Sub-Fund as a “qualified electing fund” (a “QEF election”) for the first taxable year that the US Taxable Investor holds Shares (a “timely QEF election”). If a US Taxable Investor makes a timely “qualifying electing fund” (“QEF”) election, the US Taxable Investor must report each year for US Federal income tax purposes his pro rata share of the Sub-Fund’s ordinary earnings and net capital gain, if any, for the year, but certain tax penalty provisions applicable to a non-electing investor will not apply. If a US Taxable Investor does not make a timely QEF election, certain tax penalties may be applicable. These alternative sets of tax rules are discussed in more detail below; however, US Taxable Investors should consult their own tax advisors regarding whether to make a QEF election.

A US Taxable Investor who makes a timely QEF election (an “Electing Investor”) must report for US Federal income tax purposes his pro rata share of the ordinary earnings and the net capital gain, if any, of the Sub-Funds for the taxable year of the Sub-Fund that ends with or within the taxable year of the Electing Investor. The “net capital gain” of the Sub-Fund is the excess, if any, of the Sub-Fund’s net long-term capital gains over its net short-term capital losses and is reported by the Electing Investor as long-term capital gain. Any net operating losses or net capital losses of that Sub-Fund will not pass through to the Electing Investor and will not offset any ordinary earnings or net capital gain of that Sub-Fund reportable to Electing Investors in subsequent years (although such losses would ultimately reduce the gain, or increase the loss, recognized by the Electing Investor on his disposition of his Shares).

A US Taxable Investor makes a QEF election for a taxable year by completing and filing Internal Revenue Service (“IRS”) Form 8621 with its tax return for the year of such election in accordance with the instructions thereto. Upon request, the Fund will use reasonable efforts to furnish US Taxable Investors with information needed in order to complete IRS Form 8621.

A US Taxable Investor who does not make a timely QEF election (a “Non-Electing Investor”) will be subject to special rules with respect to (i) any “excess distribution” (generally, the portion of any distributions received by the Non-Electing Investor on the Shares in a taxable year in excess of 125% of the average annual distributions received by the Non-Electing Investor in the three preceding taxable years, or, if shorter, the Non-Electing Investor’s holding period for his Shares), and (ii) any gain realized on the sale or other disposition of such Shares. Under these rules, (i) the excess distribution or gain would be allocated ratably over the Non-Electing Investor’s holding period for the Shares; (ii) the amount allocated to the current taxable year would be taxed as ordinary income; and (iii) the amount allocated to each of the other taxable years would be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for that year, and an interest charge for the deemed deferral benefit would be imposed with respect to the resulting tax attributable to each such other taxable year. If a Non-Electing Investor who is an individual dies while owning Shares, the Non-Electing Investor’s successor would be ineligible to receive a step-up in tax basis of the Shares.

The Sub-Fund may invest in companies that are PFICs. US Taxable Investors will be subject to the PFIC rules with respect to their indirect ownership interests in such PFICs. There can be no assurance that a US Taxable Investor will be able to make a QEF election with respect to PFICs in which the Sub-Fund invests.

Special rules would apply if the Sub-Fund were considered to be a “controlled foreign corporation” (a “CFC”) as defined in Code Section 957. A foreign corporation is considered to be a CFC if, on any day during its taxable year, more than 50% of the total voting power or the total value of the stock is owned, directly or indirectly, by “United States shareholders”. A “United States shareholder” is a United States person who owns, directly or indirectly, 10% or more of the total voting power or value of the stock of the foreign corporation. If the Sub-Fund were classified as a CFC, each US Taxable Investor who owned, directly or indirectly, 10% or more of the Shares of the Sub-Fund would be required to include in his gross income, for his taxable year in which the taxable year of that Sub-Fund ends, his pro rata share of the Sub-Fund’s income for such year. This income would be reported by the US Taxable Investor as ordinary income even to the extent that it is attributable to long-term capital gains of the Sub-Fund. With respect to a US Taxable Investor’s direct interest in the Sub-Fund (as opposed to the US Taxable Investor’s indirect interests in other PFICs in which the Sub-Fund may invest), the PFIC rules will not apply to any portion of a US Taxable Investor’s holding period during which the investor is a “United States shareholder” and the Sub-Fund is a CFC. If the Sub-Fund determines that it is a CFC for any taxable year, the Sub-Fund will make reasonable efforts to inform US Taxable Investors of such CFC status. The CFC rules are complex, and a complete discuss of such rules is beyond the scope of this section. US Taxable Investors should consult their own tax advisors regarding the consequences of investing in a CFC, including the potential application of Code Section 1248 to any disposition (including in redemption) of Shares.

## Reporting Requirements

Any US person within the meaning of the Code owning 10% or more (taking certain attribution rules into account) of either the total combined voting power or total value of all classes of the shares of a non-US corporation such as the Sub-Fund will likely be required to file an information return with the IRS containing certain disclosure concerning the filing shareholder, other shareholders and the corporation. The Sub-Funds have not committed to provide all of the information about the Sub-Funds or their Shareholders needed to complete the return. In addition, a US person within the meaning of the Code that transfers cash to a non-US corporation may be required to report the transfer to the IRS if (i) immediately after the transfer, such person holds (directly, indirectly or by attribution) at least 10% of the total voting power or total value of such corporation or (ii) the amount of cash transferred by such person (or any related person) to such corporation during the twelve-month period ending on the date of the transfer exceeds US\$100,000. Further, Shareholders may be required to file an information return with respect to an investment in the Sub-Fund pursuant to Code Section 6038D or Code Section 1298(f). Shareholders should consult their own tax advisers with respect to these and any other applicable filing requirements.

The IRS has released final Treasury Regulations expanding previously existing information reporting, record maintenance and investor list maintenance requirements with respect to certain “tax shelter” transactions (the “Tax Shelter Regulations”). The Tax Shelter Regulations may potentially apply to a broad range of investments that would not typically be viewed as tax shelter transactions, including investments in investment companies and portfolio investments of investment companies. Under the Tax Shelter Regulations, if the Sub-Fund engages in a “reportable transaction,” a Shareholder would be required, under certain circumstances, to (i) retain all records material to such “reportable transaction”; (ii) complete and file IRS Form 8886, “Reportable Transaction Disclosure Statement” as part of its US Federal income tax return for each year it participates in the “reportable transaction”; and (iii) send a copy of such form to the IRS Office of Tax Shelter Analysis at the time the first such tax return is filed. The scope of the Tax Shelter Regulations may be affected by further IRS guidance. Non-compliance with the Tax Shelter Regulations may involve significant penalties and other consequences. Each Shareholder should consult its own tax advisers as to its obligations under the Tax Shelter Regulations.

### Non-Confidentiality

An investor (and each employee, representative, or other agent of the investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the Sub-Fund and all materials of any kind (including opinions or other tax analyses) that are provided to the investor relating to such tax treatment and tax structure.

### Future Changes in Applicable Law

The foregoing description of US income tax consequences of an investment in and the operations of the Fund is based on laws and regulations which are subject to change through legislative, judicial or administrative action. Other legislation could be enacted that would subject the Fund or shareholders to increased income taxes.

### Other Taxes

Prospective shareholders should consult their own counsel regarding tax laws and regulations of any other jurisdiction which may be applicable to them.

## APPENDIX 1

### IRISH TAXATION DECLARATIONS

#### Declaration of Residence outside of Ireland\*

Applicants resident outside Ireland are required by the Irish Revenue Commissioners to make the following declaration which is in a format authorised by them, 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 Shares.

##### Declaration on own behalf ☐

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

- I am/we are/the company is\* not currently resident or ordinarily resident in Ireland, and
- Should I/we/the company\* become resident in Ireland I will/we will\* so inform you, in writing, accordingly.

**\*Delete as appropriate (mandatory)**



##### Declaration as Intermediary

I/we\* declare that I am/we are\* applying for Shares on behalf of persons:

- who will be beneficially entitled to the Shares; and,
- who, to the best of my/our\* knowledge and belief, are neither resident nor ordinarily resident in Ireland.

I/we\* also declare that:

- unless I/we\* specifically notify you to the contrary at the time of application, all applications for Shares 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\* holds Shares, becomes resident in Ireland.

**\*Delete as appropriate (mandatory)**

Name \_\_\_\_\_ and \_\_\_\_\_ address \_\_\_\_\_ of \_\_\_\_\_ applicant: \_\_\_\_\_

Signature of applicant or authorised signatory : \_\_\_\_\_ ( declarant)

Capacity of authorised signatory (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

#### Joint applicants :

Names : \_\_\_\_\_

Signatures : \_\_\_\_\_

#### IMPORTANT NOTES :

1. Non-resident declarations are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration.

2. 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.
3. 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.

**SIGNATURE**

I / We declare that the information contained in this form and any attached documentation is complete, true and accurate to the best of my/our knowledge and belief.

Date: _____	
Signed	Signatory Capacity if applicable (i.e. Director/manager)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
<p><b>IN THE CASE OF ALL JOINT HOLDERS – ALL HOLDERS MUST COMPLETE THIS DECLARATION</b></p>	

## APPENDIX 2

### AUTOMATIC EXCHANGE OF INFORMATION DECLARATIONS

#### **Entity Self-Certification for FATCA and CRS**

##### **Instructions for completion and Data Protection notice.**

We are obliged under Section 891E, Section 891F, and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each account holder's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that by completing this application form you are providing personal information, which may constitute personal data within the meaning of data protection law, such as Regulation (EU) 2016/679 General Data Protection Regulation (the "Data Protection Legislation") and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2003. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to Shares of a Shareholder, with the Irish Revenue Commissioners. They in turn may exchange this information, and other financial information with foreign tax authorities, including tax authorities located outside the EU.

If you have any questions about this form or defining the account holder's tax residency status, please speak to a tax adviser or local tax authority.

For further information on FATCA or CRS please refer to the Irish Revenue Commissioners or the OECD website at:

<http://www.revenue.ie/en/business/aeoi/index.html>

<http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

If any of the information below about the account holder's tax residence or FATCA/CRS classification changes in the future, please ensure that we are advised of these changes promptly.

**Account holders that are Individuals or Controlling Persons should not complete this form and should complete the form entitled "Individual (including Controlling Persons) Self-Certification for FATCA and CRS".**

**(Mandatory fields are marked with an \*)**

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##### **\*Section 1: Account Holder Identification**

**\*Account holder Name:** \_\_\_\_\_ (the "Entity")

**Country**                      **of**                      **Incorporation**                      **or**                      **Organisation:**

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##### **\*Current (Resident or Registered) Address:**

Number: \_\_\_\_\_

Street: \_\_\_\_\_

City, town, State, Province or County: \_\_\_\_\_

Postal/ZIP Code: \_\_\_\_\_

Country: \_\_\_\_\_

##### **Mailing address (if different from above):**

Number: \_\_\_\_\_

Street: \_\_\_\_\_

City, town, State, Province or County: \_\_\_\_\_

Postal/ZIP Code: \_\_\_\_\_

Country: \_\_\_\_\_

---

##### **\*Section 2: FATCA Declaration:**

Please tick either (a), (b) or (c) below and complete as appropriate.

a) The Entity is a **Specified U.S. Person** and the Entity's U.S. Federal Taxpayer Identifying number (U.S. TIN) is as follows:

U.S. TIN: \_\_\_\_\_

Or

b) The Entity is **not a Specified U.S. Person** (Please also complete Sections 3, 4 and 5)

Or

c) The Entity is a **U.S. person but not a Specified U.S. Person** (Please also complete Sections 4 and 5)

Indicate exemption: \_\_\_\_\_

**\*Section 3: Entity's FATCA Classification** (the information provided in this section is for FATCA, please note your FATCA classification may differ from your CRS classification in Section 5):

### 3.1 Financial Institutions under FATCA:

If the Entity is a *Financial Institution*, please tick one of the below categories and provide the Entity's GIIN at 3.2 or indicate at 3.3 the reason why you are unable to provide a GIIN.

I.	<i>Irish Financial Institution or a Partner Jurisdiction Financial Institution</i>	<input type="checkbox"/>
II.	<i>Registered Deemed Compliant Foreign Financial Institution</i>	<input type="checkbox"/>
III.	<i>Participating Foreign Financial Institution</i>	<input type="checkbox"/>

3.2 Please provide the Entity's **Global Intermediary Identification number (GIIN)**

□□□□□□.□□□□□□.□□.□□□□

3.3 If the Entity is a **Financial Institution** but unable to provide a **GIIN**, please tick one of the below reasons:

I.	<p>The Entity has not yet obtained a <i>GIIN</i> but is sponsored by another entity which does have a <i>GIIN</i><sup>∞</sup>. Please provide the sponsor's name and sponsor's <i>GIIN</i> :</p> <p><b>Sponsor's Name:</b> _____</p> <p><b>Sponsor's GIIN:</b> □□□□□□.□□□□□□.□□.□□□□</p> <p><sup>∞</sup><b>NOTE:</b> this option is only available to Sponsored Investment Entities in Model 1 IGA jurisdictions. Sponsored Investment Entities that do not have U.S. reportable accounts are not required to register and obtain a GIIN with the IRS unless and until U.S. reportable accounts are identified.</p>	<input type="checkbox"/>
II.	<p><b>The Entity is an Exempt Beneficial Owner,</b></p> <p>Please tick and confirm the category of Exempt Beneficial Owner;</p> <p>I. <input type="checkbox"/> Government Entity</p> <p>II. <input type="checkbox"/> International Organisation</p>	<input type="checkbox"/>

	III. <input type="checkbox"/> Foreign Central Bank IV. <input type="checkbox"/> Exempt Retirement Fund V. <input type="checkbox"/> Collective Investment Vehicle Wholly Owned by Exempt Beneficial Owners.	
III.	<b>The Entity is a Certified Deemed Compliant Foreign Financial Institution</b> (including a deemed compliant Financial Institution under Annex II of the IGA Agreement)  Indicate exemption: _____	<input type="checkbox"/>
IV.	<b>The Entity is a Non-Participating Foreign Financial Institution</b>	<input type="checkbox"/>
V.	<b>The Entity is an Excepted Foreign Financial Institution</b> Indicate exemption: _____	<input type="checkbox"/>
VI.	<b>The Entity is a Trustee Documented Trust. Please provide your Trustee's name and GIIN</b> <b>Trustee's Name:</b> _____  <b>Trustee's GIIN:</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>

### 3.4. Non-Financial Institutions (Non-Financial Foreign Entity/NFFE) under FATCA:

If the Entity is **not** a Financial Institution, please confirm the Entity's FATCA classification below by ticking one of the below categories

I.	<b>Active (NFFE)</b>	<input type="checkbox"/>
II.	<b>Passive (NFFE)</b> (Please tick the box that applies)  <b>I. Passive (NFFE) with no Controlling Persons that are specified U.S Persons.</b>  <b>II. Passive (NFFE) with Controlling Persons that are specified U.S Persons.</b> (If this box is ticked, please indicate the name of all natural Controlling Person(s) of the Entity in section 6.1 below and separately complete and include self-certification forms for each of your Controlling Persons)	<input type="checkbox"/>   <input type="checkbox"/>
III.	<b>Excepted (NFFE)</b>	<input type="checkbox"/>
IV.	<b>Direct Reporting (NFFE)</b> Please provide your GIIN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="checkbox"/>

**\*Section 4: Common Reporting Standard ("CRS") Declaration of Tax Residency**  
**(Note that Entities may have more than one country of Tax Residence)**

**Please indicate the Entity's country of tax residence for CRS purposes**, (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers ("TIN")). Please refer to the OECD CRS Web Portal for AEOI for more information on Tax Residence and TIN's. <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/#d.en.347759>

If the Entity is not tax resident in any jurisdiction (e.g., because it is fiscally transparent), please indicate that below and provide its place of effective management or country in which its principal office is located.

**NOTE:** Under the Irish legislation implementing the CRS, provision of a Tax ID number (TIN) is required to be provided unless:

- a) You are tax resident in a Jurisdiction that does not issue a (TIN)  
Or  
b) You are tax resident in a non-reportable Jurisdiction (i.e. Ireland or the USA)

Country of Tax Residency	Tax ID Number	∞If TIN unavailable Select (A, B or C) and check box below

∞If a TIN is unavailable, please provide the appropriate reason **A, B or C** where indicated below:

- ☐ **Reason A** - The country/jurisdiction where the Account Holder is resident does not issue TINs or TIN equivalents to its residents
- ☐ **Reason B** - The Account Holder is otherwise unable to obtain a TIN (*Please explain why you are unable to obtain a TIN if you selected Reason B*)
- 
- ☐ **Reason C** - No TIN is required. (Note: Only select this reason if the domestic law of the relevant country/jurisdiction does not require the collection of the TIN issued by such country/jurisdiction)
- 

**\*Section 5: Entity's CRS Classification** (The information provided in this section is for CRS. Please note an Entity's CRS classification may differ from its FATCA classification in Section 3 above).

In addition please note that the information that the Entity has to provide may differ depending on whether they are resident in a participating or non-participating CRS Jurisdiction. For more information please see the OECD CRS Standard and associated commentary. <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

### 5.1 Financial Institutions under CRS:

If the Entity is a *Financial Institution*, **Resident in either a Participating or Non-Participating CRS Jurisdiction** please review and tick one of the below categories that applies **and** specify the type of Financial Institution below.

*Note: Please check the Irish Revenue AEOI portal at the time of completion of this form to confirm whether your country of Tax Jurisdiction is considered Participating or Non-Participating for the purposes of CRS Due-Diligence in Ireland. <http://www.revenue.ie/en/business/aeoi/participating-jurisdictions.pdf>*

I.	<b>A Reporting Financial Institution resident in a participating CRS jurisdiction</b>	<input type="checkbox"/>
II.	<b>A Financial Institution Resident in a Non-Participating Jurisdiction</b> (Please also tick the box that applies)  <input type="checkbox"/> <b>An Investment Entity resident in a Non-Participating Jurisdiction and managed by another Financial Institution</b> (If this box is ticked, please <a href="#">indicate the name of any Controlling Person(s) of the Entity in section 6 below and complete</a> a separate individual self-certification forms for each of your Controlling Persons“)  <input type="checkbox"/> <b>An Investment Entity resident in a Non-Participating Jurisdiction that is not managed by another Financial Institution</b>  <input type="checkbox"/> <b>Other Financial Institution</b> , including a Depository Financial Institution, Custodial Institution or Specified Insurance Company	<input type="checkbox"/>
III.	<b>Non-Reporting Financial Institution under CRS.</b> <b>Specify the type of Non-Reporting Financial Institution below:</b>  <input type="checkbox"/> Governmental Entity <input type="checkbox"/> International Organization <input type="checkbox"/> Central Bank <input type="checkbox"/> Broad Participation Retirement Fund <input type="checkbox"/> Narrow Participation Retirement Fund <input type="checkbox"/> Pension Fund of a Governmental Entity, International Organization, or Central Bank <input type="checkbox"/> Exempt Collective Investment Vehicle <input type="checkbox"/> Trust whose trustee reports all required information with respect to all CRS Reportable Accounts <input type="checkbox"/> Qualified Credit Card Issuer <input type="checkbox"/> Other Entity defined under the domestic law as low risk of being used to evade tax. Specify the type provided in the domestic law: _____	<input type="checkbox"/>

## 5.2 Non Financial Institution (“NFE”) under CRS:

If the Entity is a *not defined as a Financial Institution under CRS then*, please tick one of the below categories confirming if you are an Active or Passive NFE.

I.	<b>Active NFE</b> – a corporation the stock of which is regularly traded on an established securities market. Please provide the name of the established securities market on which the corporation is regularly traded: _____	<input type="checkbox"/>
II.	<b>Active NFE</b> – if you are a Related Entity of a regularly traded corporation. Please provide the name of the regularly traded corporation that the Entity is a Related Entity of: _____  Please provide details of the securities market that the entity is listed on :	<input type="checkbox"/>
III.	<b>Active NFE</b> – a Government Entity or Central Bank	<input type="checkbox"/>
IV.	<b>Active NFE</b> – an International Organisation	<input type="checkbox"/>
V.	<b>Active NFE</b> – <b>other</b> than those listed in I, II, III or IV above. (for example a start-up NFE or a non-profit NFE)	<input type="checkbox"/>
VI.	<b>Passive NFE</b> - (if this box is ticked, please also complete Section 6.1 below and indicate the name of all natural Controlling Person(s) of the Entity and complete a separate Individual Self-Certification Form for each of your Controlling Person(s))	<input type="checkbox"/>

## Section 6: Controlling Persons

**NB: Please note that each Controlling Person must complete a separate “Individual (including Controlling Persons) FATCA and CRS Self-Certification” form.**

**If there are no natural person(s) who exercise control of the Entity then the Controlling Person will be the natural person(s) who hold the position of senior managing official of the Entity.**

*For further information on Identification requirements under CRS for Controlling Persons, see the Commentary to Section VIII of the CRS Standard.*

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

### 6.1 Controlling Person(s) of the Account Holder:

If you have ticked a Passive NFE with Controlling Persons in **either the FATCA or CRS Classification sections above**, then please also complete this section for each of the Controlling Person(s) of the account holder and provide a separate “Individual (including Controlling Persons) FATCA and CRS Self-Certification” form for each Controlling person as per 6.2 below:

**Indicate the name of all Controlling Person(s) of the Account Holder:**

I.	
II.	
III.	

**Note: In case of a trust**, Controlling Persons means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary (ies) or class(es) of beneficiary(ies), **AND** any other natural person(s) exercising ultimate effective control over the trust. With respect to an Entity that is a legal person, if there are no natural person(s) who exercise control over the Entity, then the Controlling Person will be the natural person who holds the position of senior managing official of the Entity.

### 6.2 Complete a separate Individual (Controlling Person’s) Self-Certification for FATCA and CRS for each Controlling Person listed in Section 6.1.

**\*Section 7: Declarations and Undertakings**

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete.

**I acknowledge and consent to the fact that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.**

I/We on behalf of the Entity undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstance (for guidance refer to Irish Revenue or OECD website) occurs which causes any of the information contained in this form to be incorrect.

**\*Authorised Signature(s):**

**\*Print Name(s):**

**\*Capacity in which declaration is made:**

**\*Date: (dd/mm/yyyy):** \_\_\_\_\_

**Individual (including Controlling Persons) Self-Certification for FATCA and CRS**

**Instructions for completion and Data Protection Notice**

*We are obliged under Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each account holder's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that by completing this form you are providing personal information which may constitute personal data within the meaning of data protection law, such as Regulation (EU) 2016/679 General Data Protection Regulation (the "Data Protection Legislation"). Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an account holder's interests in the Fund, with the Irish tax authorities, the Irish Revenue Commissioners. They may in turn exchange this information, and other financial information with foreign tax authorities, including tax authorities outside the EU.*

If you have any questions about this form or defining the account holder's tax residency status, please speak to a tax adviser or local tax authority.

For further information on FATCA or CRS please refer to the Irish Revenue Commissioners or OECD websites at:

<http://www.revenue.ie/en/business/aeoi/index.html>

<http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

*If any of the information below about the account holder's tax residence or FATCA/CRS classification changes in the future, please advise of these changes promptly.*

Please note that where there are joint account holders each account holder is required to complete a separate Self-Certification form.

**Section 1, 2, 3 and 5 must be completed by all Account holders or Controlling Persons. Section 4 should only be completed by any individual who is a Controlling Person of an entity account holder which is a Passive Non-Financial Entity, or a Controlling Person of an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.**

(Mandatory fields are marked with an \*)

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**\*Section 1: Account Holder/Controlling Person Identification**

**\*Account Holder / Controlling Person Name:**

\_\_\_\_\_

**\*Current Residential Address:**

Number: \_\_\_\_\_

Street: \_\_\_\_\_

City, Town, State, Province or County: \_\_\_\_\_

Postal/ZIP Code: \_\_\_\_\_

Country: \_\_\_\_\_

**Mailing address (if different from above):**

Number: \_\_\_\_\_

Street: \_\_\_\_\_

City, Town, State, Province or County: \_\_\_\_\_

Postal/ZIP Code: \_\_\_\_\_

Country: \_\_\_\_\_

**\*Place and Date of Birth**

\*Town or City of Birth: \_\_\_\_\_

\*Country of Birth: \_\_\_\_\_

\*Date of Birth: \_\_\_\_\_

**\*Section 2: FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes:**

Please tick either (a) or (b) and complete as appropriate.

- (a) ☐ I confirm that **I am** a U.S. citizen and/or resident in the U.S. for tax purposes and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

\_\_\_\_\_

**OR**

- (b) ☐ I confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

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**\*Section 3: Common Reporting Standard (CRS) Declaration of Tax Residency/Residencies (please confirm all Tax Residencies)**

Please indicate your country of tax residence (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers ("TINs")).

For further guidance on Tax Residence and TINs, please refer to the OECD CRS Information Portal

**NOTE:** Under the Irish legislation implementing the CRS, provision of a Tax ID number (TIN) is required to be provided unless:

- a) You are tax resident in a Jurisdiction that does not issue a (TIN),  
or,  
b) You are tax resident in a non-reportable Jurisdiction (i.e. Ireland or the USA)

Country of Tax Residency	Tax ID Number	∞If TIN unavailable Select (A, B or C) and check box below

∞If a TIN is unavailable, please tick the appropriate box as follows;

- ☐ **Reason A** - The country/jurisdiction where the Account Holder is resident does not issue TINs or TIN equivalents to its residents
- ☐ **Reason B** - No TIN is required. (Note: Only select this reason if the domestic law of the relevant country/jurisdiction does not require the collection of the TIN issued by such country/jurisdiction)
- ☐ **Reason C** - The Account Holder is otherwise unable to obtain a TIN (*Please explain why you are unable to obtain a TIN if you selected Reason C*)

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#### Section 4 – Type of Controlling Person

(**ONLY** to be completed by an individual who is a Controlling Person of an entity which is a Passive NFE or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution)

For Joint or multiple Controlling Person(s) please complete a separate “*Individual (Including Controlling Persons) Self-Certification for FATCA and CRS*” form for **each** Controlling Person.

Please Confirm the type of Controlling Person applicable under CRS that applies to you/the Account holder by ticking the appropriate box	Please Tick	Entity Name
Controlling Person of a legal person – control by ownership		
Controlling Person of a legal person – control by other means		
Controlling Person of a legal person – senior managing official		
Controlling Person of a trust – settlor		
Controlling Person of a trust – trustee		
Controlling Person of a trust – protector		
Controlling Person of a trust – beneficiary		
Controlling Person of a trust – other		
Controlling Person of a legal arrangement (non-trust) – settlor-equivalent		
Controlling Person of a legal arrangement (non-trust) – trustee-equivalent		

Controlling Person of a legal arrangement (non-trust) – protector-equivalent		
Controlling Person of a legal arrangement (non-trust) – beneficiary-equivalent		
Controlling Person of a legal arrangement (non-trust) – other-equivalent		

**\*Section 5: Declaration and Undertakings:**

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete.

I acknowledge and consent to the fact that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

**Data Protection - Customer Information Notice :**

The Common Reporting Standard (“**CRS**”), formally referred to as the Standard for Automatic Exchange of Financial Account Information, is an information standard for the automatic exchange of information (“**AEOI**”), developed in the context of the Organisation for Economic Co-operation and Development (“**OECD**”).

The standard requires that Financial Institutions in participating jurisdictions gather certain information from account holders (and, in particular situations, also collect information in relation to relevant Controlling Persons of such account holders).

Under CRS account holder information (and, in particular situations, information in relation to relevant Controlling Persons of such account holders) is to be reported to the relevant tax authority where the account is held, which, if a different country to that in which the account holder resides, will be shared with the relevant tax authority of the account holder’s resident country, if that is a CRS-participating jurisdiction.

Information that may be reported includes name, address, date of birth, place of birth, account balance, any payments including redemption and interest payments, Tax Residency(ies) and TIN(s).

Further information is available on the OECD website: <http://oecd.org/tax/automatic-exchange/> And on the Irish Revenue website - <https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/index.aspx>

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

\*Date: (dd/mm/yyyy): \_\_\_\_\_

\*Capacity (if Controlling Person): \_\_\_\_\_

### APPENDIX 3

#### GDPR Privacy Notice

The Fund is a data controller in respect of your personal data for the purposes of data protection law, such as Regulation (EU) 2016/679 General Data Protection Regulation (the “Data Protection Legislation”). The Fund is responsible for ensuring that it uses your personal data in compliance with data protection law.

The Administrator, will generally process, as data processor, personal data provided to it in connection with an investment in the Fund in accordance with the Fund’s instructions, and the Fund will generally act as the data controller of any such personal data. Pursuant to the administration agreement between the Fund and the Administrator, where the administrator processes personal data for the purposes of (i) the reporting of suspicious transactions to An Garda Síochána pursuant to section 42 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended, supplemented or restated from time to time) and (ii) the use of personal data obtained by the Administrator to carry out anti-money laundering checks and related actions which the Fund and the Administrator consider appropriate to meet any legal obligations imposed on the Fund relating to the prevention of fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and provision of financial or other services to persons who may be subject to economic or trade sanctions for screening the relevant shareholder in connection with investments made by that shareholder in other collective investment schemes administered by the Administrator.

This privacy notice applies to you if (i) you are an applicant for Shares, (ii) your personal data has been provided to the Fund in connection with an application for Shares by another person (such as where you are a director, partner, trustee, employee, agent or direct or indirect owner of an applicant) or (iii) the Fund otherwise uses your personal data. This privacy notice sets out the basis on which personal data about you will be processed by the Fund and/or the Administrator. Please take the time to read and understand this privacy notice.

#### **Purposes of Processing and Legal basis for processing**

Your personal data may be processed by the Fund or the Administrator (or any of their affiliates, agents, employees, delegates or sub-contractors) for the following purposes:

- to facilitate the opening of your account with the Fund, the management and administration of your holdings in the Fund and any related account on an on-going basis (the “**Services**”) which are necessary for the performance of your contract with the Fund, including without limitation the processing of redemption, conversion, transfer and additional subscription requests and the payment of distributions;
- in order to carry out anti-money laundering checks and related actions which the Fund considers appropriate to meet any legal obligations imposed on the Fund relating to, or the processing in the public interest or to pursue the Fund’s legitimate interests in relation to, the prevention of fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and to prevent the provision of financial and other services to persons who may be subject to economic or trade sanctions, on an on-going basis, in accordance with the Fund and the Administrator’s anti-money laundering procedures;
- to report tax related information to tax authorities in order to comply with a legal obligation;
- to monitor and record calls and electronic communications for (i) processing and verification of instructions, (ii) investigation and fraud prevention purposes, (iii) for crime detection, prevention, investigation and prosecution, (iv) to enforce or defend the Fund and its affiliates’, itself or through third parties to whom it delegates such responsibilities or rights in order to comply with any legal obligation imposed on the Fund, (v) to pursue the Fund’s legitimate interests in relation to such matters or (vi) where the processing is in the public interest;
- to disclose information to other third parties such as service providers of the Fund, auditors, regulatory authorities and technology providers in order to comply with any legal obligation imposed on the Fund or in order to pursue the legitimate interests of the Fund;
- to monitor and record calls for quality, business analysis, training and related purposes in order to pursue the legitimate interests of the Fund to improve its service delivery;

- to update and maintain records and fee calculation;
- to retain AML and other records of individuals to assist with the subsequent screening of them by the Administrator including in relation to other funds or clients of the Administrator in pursuance of the Administrator's and its clients' legitimate interests;

and which are necessary to comply with the Fund or the Administrator's legal obligations and/or which are necessary for the Fund or the Administrator's legitimate interests indicated above and/or the processing is in the public interest.

### **Recipients of Data and International Transfer of Data**

The Fund may disclose your personal information as follows:

- to its service providers, including the Administrator, and their affiliates, and other third party service providers engaged by the Fund in order to process the data for the above mentioned purposes;
- to competent authorities (including tax authorities), courts and bodies as required by law or requested or to affiliates for internal investigations and reporting; and

The disclosure of personal information to the third parties set out above may involve the transfer of data to the USA and other jurisdictions outside the European Economic Area in accordance with the requirements of the General Data Protection Regulation. Such countries may not have the same data protection laws as your jurisdiction. The Fund has authorised the Administrator as its agent to put in place standard contractual clauses with relevant parties to whom personal data will be transferred. Please contact the Administrator for copies of the standard contractual clauses that have been entered into on behalf of the Fund.

### **Retention period**

How long the Fund and/or the Administrator holds your personal data for will vary. The retention period will be determined by various criteria, including the purposes for which the Fund and/or the Administrator are using it (as it will need to be kept for as long as is necessary for any of those purposes) and legal obligations (as laws or regulations may set a minimum period for which the Fund and/or the Administrator has to keep your personal data).

### **Data Subject Rights**

You have a number of legal rights in relation to your personal data. These rights include the following:

- (a) The right to obtain information regarding the processing of your personal data and to access to your personal data.
- (b) In some circumstances, the right to receive some personal data in a structured, commonly used and machine-readable format and the right to request that your personal data is transmitted to a third party where this is technically feasible. Please note that this right only applies to personal data which you have provided to the Fund.
- (c) The right to request that your personal data is rectified if it is inaccurate or incomplete.
- (d) The right to request your personal data is erased in certain circumstances. Please note that there may be circumstances where you ask that your personal data be erased but the Fund and/or the Administrator is legally entitled to retain it.
- (e) The right to object to, and the right to request that the processing of your personal data is restricted in certain circumstances. Again, there may be circumstances where you object to, or ask that the processing of your personal data is restricted but the Fund and/or the Administrator is legally entitled to continue processing your personal data or to refuse that request.
- (f) The right to lodge a complaint with the data protection regulator (details of which are provided below) if you think that any of your rights have been infringed by the Fund and/or the Administrator.

You can exercise your rights by contacting us using the details set out below. You can find out more information about your rights by contacting the UK's Information Commissioner's Office or the Irish Data Protection Commissioner, or by searching their websites at [ico.org.uk](https://ico.org.uk) or [www.dataprotection.ie](https://www.dataprotection.ie) respectively.

#### **How to contact us**

If you have any questions about our use of your personal information, please contact the Investment Manager.

## US Privacy Notice

### WHAT DOES THE INVESTMENT MANAGER DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives our clients the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

We do not disclose nonpublic personal information about our clients or former clients to third parties other than as described below.

**Personal information we collect.** We collect personal information about you in connection with our providing advisory services to you. This information includes your social security number and may include other information such as your:

- Assets;
- Investment experience;
- Transaction history;
- Income; and
- Wire transfer instructions.
- 

**How we collect this information.** We collect this information from you through various means, including, but not limited to, when you give us your contact information, enter into an investment advisory contract with us, buy securities (i.e., interests in a fund) from us, tell us where to send money, or make a wire transfer. We also may collect your personal information from other sources, such as our affiliates<sup>1</sup> or other non-affiliated companies.

**How we use this information.** All financial companies need to share customers' personal information to run their everyday business and we use the personal information we collect from you for our everyday business purposes. These purposes may include, for example:

- To provide advisory services to you.
- To open an account for you.
- To process a transaction for your account.
- To market products and services to you.
- To respond to court orders and legal investigations.

**Disclosure to others.** We may provide your personal information to our affiliates and to firms that assist us in servicing your account and have a need for such information, such as a broker or fund administrator. We may also disclose such information to service providers and financial institutions with whom we have joint marketing arrangements (i.e., a formal agreement between non-affiliated financial companies that together market financial products or services to you, such as placement agents). We require third-party service providers and financial institutions with which we have joint marketing arrangements to protect the confidentiality of your information and to use the information only for the purposes for which we disclose the information to them. These sharing practices are consistent with Federal privacy and related laws, and in general, you may not limit our use of your personal information for these purposes under such laws. We note that the Federal privacy laws only give you the right to limit the certain types of information sharing that we do not engage in (e.g., sharing with our affiliates certain information relating to your transaction history or creditworthiness for their use in marketing to you, or sharing any personal information with non-affiliates for them to market to you).

**How we protect your personal information.** To protect your personal information from unauthorized access and use, we use security measures that comply with Federal law. These measures include computer safeguards and secured files and buildings.

**Who is providing this Privacy Notice.** This Privacy Notice relates to the following entities:

- The Investment Manager
- Deuterium UCITS ICAV

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<sup>1</sup> Our affiliates are companies related to us by common ownership or control and can include both financial and nonfinancial companies. Non-affiliates are companies not related to us by common ownership or control and

can include both financial and nonfinancial companies.

***Who to contact with questions.*** If you have any questions about this Privacy Notice, please contact the Investment Manager.