

# TENDERCAPITAL Funds plc

## Application Form

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This Application Form (**AF**) is to be used exclusively for investing in the Shares of TENDERCAPITAL FUNDS PLC (the **Company**). Unless otherwise defined or inconsistent with the context herein, capitalised terms used in this AF are as used and have the same meanings as are applicable in the most up to date Prospectus of the Company, Supplements for the sub-funds of the Company (the **Funds**) and any addenda thereto (collectively for the purposes of this AF, the **Prospectus**). This AF together with the relevant anti-money laundering documentation constitutes the Applicant's agreement to subscribe for and enter into one or more transactions for the subscription or redemption of Shares of Funds of the Class(es) referred to below (**Shares**) in accordance with the terms of the Prospectus.

All Applicants wishing to subscribe for Shares must first complete **sections 1 to 16** of this AF, sign and date it where indicated and send a completed and executed copy by post or facsimile to the Company at the address below, with the completed and executed original to follow by courier if sent by facsimile or by email:

**TENDERCAPITAL FUNDS PLC**

c/o RBC Investor Services Limited  
George's Quay House  
43 Townsend Street  
Dublin 2  
Ireland  
Tel: 00 353 1 4406555  
Fax: 00 353 1 6130401

or to the relevant Correspondent Bank.

To be valid, the AF must be signed by the Applicant. Where there is more than one Applicant, each Applicant must sign. If the application is on behalf of a company or other entity, it must be signed by an authorised signatory of the company or entity. If the AF is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature. If the AF is not fully completed to the satisfaction of the Administrator, the application may not be accepted. The Administrator acting on behalf of the Company reserves the right to reject an application for Shares in whole or in part. Amendments to the Applicant's application details and payment instructions will only be effected on receipt of an original instruction which has been duly authorised.

**Please note that the original fully completed AF and wet ink versions of the required KYC documentation must be returned to the Administrator at the above address if this is your first investment in the Shares of the Funds. No redemption, exchange or transfer requests will be processed prior to receipt of this original AF and supporting documentation as required in connection with anti-money laundering procedures (AML documents).** The completed AF must be received prior to the Dealing Deadline and cleared funds in payment of the Issue Price of the Shares for the relevant Dealing Day must be received by the Settlement Date.

The Administrator on behalf of the Company will advise each Applicant of its acceptance of any offer to subscribe for Shares of the Funds, but the Company reserves the right to reject any offer at any time prior to the Company's acceptance of the offer if for any reason the Company determines not to issue Shares. The Administrator is required to receive full AML documentation prior to returning any monies.

Subsequent subscriptions and/or redemptions requests and/or requests to exchange Shares from one Share Class to another Share Class will require an Additional Trading Form to be completed and returned to the Administrator.

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### 1 Registration Details

Applicant Shareholder Name			
Account Designation (not applicable to individual applicants)			
Registered Address (C/O and PO Boxes will not be accepted)			
Contact Name		Telephone	
Email*		Facsimile	
Date of Birth/Incorporation		Nationality/Domicile	
Tax ID Number		Country of Tax Residence	

### 2 Correspondence or Mailing Address (for all correspondence in respect of the Fund (if different from above))

Firm Name			
Address			
Contact Name		Telephone	
Email*		Facsimile	

### 3 Intermediary Details (if applicable)

Intermediary Name			
Address			
Contact Name		Telephone	
Email*		Facsimile	

### 4 Electronic Delivery of Fund Documentation and Reports

**Please mark relevant boxes below.**

- ☐ \*By marking this box, the Applicant hereby consents to provision of contract notes, statements and other reports, by electronic transmission and to receipt by Electronic Delivery of Company, Fund and Shareholder documentation and

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information, including but not limited to, the Prospectus, key investor information documents (KIID), notices, circulars, financial reports and any other and any Shareholder or other documentation or information relating to the Company and the Fund[s], including information which may be issued from time to time by the Administrator in respect of the Applicant's holdings in the Fund. **Electronic Delivery** includes email delivery to the email address set out herein or as otherwise agreed with the Administrator from time to time and/or electronically making available such documentation or information on [www.tendercapital.co.uk](http://www.tendercapital.co.uk) or such other web-site address as may be notified to the Applicant from time to time.

- ☐ By marking this box opposite, the Applicant hereby confirms that the Applicant has received and considered the KIID applicable to the Fund[s] and/or relevant Share Class(es) in good time and prior to making an application for Shares in such Fund and/or Share Class(es).

I/we understand that the Prospectus and KIID may be provided by way of Electronic Delivery and that a paper copy of the Prospectus and/or KIID will be provided free of charge on request.

The Applicant confirms that the Applicant's preference is to receive the Prospectus and KIID by way of Electronic Delivery / in paper format. **[Please delete as appropriate].**

- ☐ By marking the box opposite, the Applicant acknowledges that updated versions of the Prospectus and KIID will be made available at [www.tendercapital.co.uk](http://www.tendercapital.co.uk) or such other web-site address as may be notified to the Applicant from time to time.
- ☐ By marking the box opposite, the Applicant acknowledges that where the Company is required to provide the relevant KIID or KIIDs prior to each subsequent subscription for or exchange of Shares in the relevant Class, the Applicant hereby agrees that for each subsequent application for subscriptions and/or exchange of Shares in any Class, the KIID will be provided to the Applicant by way of Electronic Delivery unless a paper copy is requested above/ from the Distributor or Administrator.

### 5 Investor Type

Applicant must mark one box below:

<input type="checkbox"/> Individual	<input type="checkbox"/> Foundation
<input type="checkbox"/> Joint Account	<input type="checkbox"/> Fund
<input type="checkbox"/> Designated Body	<input type="checkbox"/> Pension Plan
<input type="checkbox"/> Nominee	<input type="checkbox"/> School / College / University
<input type="checkbox"/> Corporation	<input type="checkbox"/> Public Body
<input type="checkbox"/> Trust	<input type="checkbox"/> Charity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company ("LLC")
<input type="checkbox"/> Other – please provide details	

### 6 Share Application

I/We hereby irrevocably agree by marking the relevant boxes below to subscribe for Shares in the Class(es) of the Fund(s) set out below as may be purchased with the amounts indicated below in accordance with the terms of the Prospectus and having considered the KIID which the Applicant has received and read prior to completing this Application Form and confirm that the Applicant understands the Minimum Initial Investment Amount, Minimum Additional Investment Amount, and Minimum Shareholding for such Class(es) of Shares and the fees and charges that may be applicable to the Shares as set out in the Prospectus.

Please mark relevant boxes below.

	FUND	SHARE CLASS and ISIN	Number of Shares in words or cash amount in Share Class currency
<input type="checkbox"/>	Tendercapital Bond Two Steps	Retail Accumulating Share Class IE00B90F5P70	Euro
<input type="checkbox"/>	Tendercapital Bond Two Steps	Institutional Accumulating Share Class IE00BHZKJ842	Euro

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<input type="checkbox"/>	Tendercapital Bond Two Steps	GBP Retail Accumulating Share Class IE00BMP3HR32	GBP
<input type="checkbox"/>	Tendercapital Bond Two Steps	GBP Institutional Accumulating Share Class IE00BMP3HS49	GBP
<input type="checkbox"/>	Tendercapital Secular Euro	Retail Accumulating Share Class IE00B8XC4845	Euro
<input type="checkbox"/>	Tendercapital Secular Euro	Institutional Accumulating Share Class IE00B8XCNZ43	Euro
<input type="checkbox"/>	Tendercapital Secular Euro	GBP Retail Accumulating Share Class IE00BMP3HT55	GBP
<input type="checkbox"/>	Tendercapital Secular Euro	GBP Institutional Accumulating Share Class IE00BMP3HV77	GBP
<input type="checkbox"/>	Tendercapital Secular Euro	GBP Institutional Accumulating Share Class 2 IE00BPRCH918	GBP
<input type="checkbox"/>	Tendercapital Global Bond Short Duration Fund	Retail Accumulating Share Class A IE00BYWP0S80	Euro
<input type="checkbox"/>	Tendercapital Global Bond Short Duration Fund	Retail Accumulating Share Class B IE00BYWP0T97	Euro
<input type="checkbox"/>	Tendercapital Global Bond Short Duration Fund	Retail Accumulating Share Class C IE00BYWP0V10	Euro
<input type="checkbox"/>	Tendercapital Global Bond Short Duration Fund	Institutional Accumulating Share Class IE00BYWP0W27	Euro

### 7 Subscription Bank Details – for Settlement of payment in respect of subscriptions of Shares

All payments must be made by Electronic Fund Transfer (“EFT”) for settlement on the Settlement Date. Settlement must be made in the denominated currency of the Share Class of the Fund into which you are investing.

	Share Class denominated in Euro
Intermediary Bank	Bank of America London**
Swift Code	BOFAGB22**
Beneficiary Bank	RBC Investor Services Bank SA Luxembourg
Swift Code	FETALULL
Final Beneficiary	Tendercapital Funds plc COLLECTION AC
IBAN	LU133417120028361500
Reference	Applicant 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:

Code Swift	Bank Name	Code Swift	Bank Name	Code Swift	Bank Name
BOFAGB22	Bank of America London	BOFAFRPP	Bank of America Paris	BOFADEFX	Bank of America Frankfurt
BOFAIT2X	Bank of America Milan	BOFAES2X	Bank of America Madrid	BOFABE3X	Bank of America Antwerp

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BOFAIE3X	Bank of America Dublin	BOFANLNX	Bank of America Amsterdam		
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### 8 Bank Details

The following bank details are required in connection with the receipt/payment of subscriptions/redemptions by EFT from/to your designated bank account(s). Please designate only one bank account for the currency. Settlement for Shares by a third party on behalf of an Applicant will not be accepted and under no circumstances will the redemption proceeds be paid to any party other than the Applicant. Redemption proceeds will only be paid in the denominated currency of the relevant Share Class of the Fund. Amendments to the Applicants payment instructions will only be effected upon receipt of an original instruction executed by an authorised signatory of the Applicant. **Redemptions will not be processed on non-cleared/verified accounts.**

Euro	Account Name				
	Name of Bank/Building Society				
	Bank/Building Society Address				
	Account Number		Sort Code/SWIFT		
	IBAN				
	Clearing Bank Name				
	Clearing Bank Address				
	IBAN				
	For Further Credit to (if applicable)				

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### 9 Authorised Signatories

Please complete below or alternatively attach an original or certified copy of the Applicant's authorised signatory list

Name in Print	Signature

An original or certified copy of the Applicant's authorised signatory list is included with this AF: Yes ☐ No ☐

### 10 Anti-Money Laundering

**Ultimate Beneficial Owner Details** (Natural person(s) who ultimately benefits from the shares/units regardless of how they are registered)

Name	Residential Address	Date of Birth	Occupation	PEP* – Yes/No

**Details of all Directors/Trustees/Partners/Committee Members/Controllers as appropriate** (additional information may be set out in a separate document included with this AF if you do not have enough space below) – N.B this is not applicable to individual applicants.

Name	Residential Address	Date of Birth	Occupation	PEP* – Yes/No

**\* PEP - Politically Exposed Person** - Is the Director/Trustee/Partner/Committee Member/Controller a senior government, political or military official, or an immediate family member or close associate of such a person? If yes, please provide an original signed letter confirming the individual's source of wealth (description of the economic activity which has generated the net worth) and attach to the subscription document.

A separate document setting out additional information in relation to the above is included with this AF: Yes ☐ No ☐

### 11 Declaration of Residence Outside of Ireland (for completion by all Applicants)

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. Terms used in this declaration are defined in the Prospectus.

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Please tick A) or B)

☐ **A Declaration on Own Behalf**

I/We\* declare that I am/we are\* applying for Shares on my/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 I will/we will\* so inform you in writing accordingly.

☐ **B 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 AF will be made on behalf of such persons and I/we\* will inform you in writing if I/we\* become aware that any person, on whose behalf I/we\* hold Shares becomes resident or ordinarily resident in Ireland.

\* delete as appropriate

<b>Applicant Name</b>	
<b>Registered Address</b>	
<b>Signature of Applicant or Authorised Signatory (Declarant)</b>	<b>Capacity of Authorised Signatory (if applicable)</b>
<b>Print Name</b>	<b>Date</b>
<b>Authorised Signatory</b>	<b>Capacity</b>
<b>Print Name</b>	<b>Date</b>

### IMPORTANT NOTES FOR MAKING THIS DECLARATION AND SIGNING ABOVE

Non-resident declarations are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration. To be valid, the AF (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 company secretary or another authorised officer. If the AF (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 declaration.

**Applicants who are Exempt Irish Investors should contact the Administrator for the alternative declarations available for Exempt Irish Investors.**

### 12 Return of Values (Investment Undertakings) Regulations 2013 (Irish Resident/Ordinarily Resident Applicants)

The Company must collect additional information in order to satisfy Return of Values (Investment Undertakings) Regulations 2013 (S.I. 245 of 2013). **Therefore any individual, company or any unincorporated body of persons which are an Irish resident (other than an exempted Irish resident in accordance with Section 739D(6) of the Taxes Consolidation Act 1997 (as amended) or a non-Irish resident that has provided the appropriate declaration of residence outside Ireland) or ordinarily Irish resident must provide the following additional information and documentation:**

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Tax Identification Number (TIN) / PPS Number	
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**Any one of the following additional documents are required to verify the tax identification number or PPS Number (either a copy or the original is sufficient)**

P60  
P45  
P21 Balancing Statement  
Payslip (where employer is identified by name or tax number)  
Drug Payment Scheme Card  
European Health Insurance Card  
Tax Assessment  
Tax Return Form  
PAYE Notice of Tax Credits  
Child Benefit Award Letter /Book  
Pension Book  
Social Services Card  
Public Services Card

**In addition, any printed documentation issued by the Revenue Commissioners or by the Department of Social Protection which contain your name, address and tax reference number will also be acceptable. In the case of joint account holders, the additional documentation is required for each Applicant.**

### 13 Declarations of Residence Outside the United States (for completion by all Applicants)

I/We confirm that, to the best of our knowledge and belief, no US Person, alone or together with a US Related Investor<sup>1</sup>, owns or has an opportunity to acquire 10% (ten per cent) or more of the voting power or ownership or beneficial interest in the Applicant. I/We did not obtain any funds from any US Person in connection with any purchase of Shares. I/We will not transfer any Shares or any interest therein to a US Person and will not transfer any Shares within the United States of America. **I/We also declare that unless 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 AF will be made in accordance with this declaration and I/we will inform you in writing if any person on whose behalf I/we hold Shares becomes a US Person.**

☐ **A Declaration on Own Behalf**

By ticking the box to the left, in addition to the above I/we also declare that I am/we are (i) are resident outside the US, (ii) investing my/our own assets for my/our own benefit, (iii) not a US Person, and (iii) not acting on behalf of, for the account of, or for the benefit of any US Person.

☐ **B Declaration as Intermediary**

By ticking the box to the left, in addition to the above I/we also declare that I am/we are (i) 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 non US Persons.

☐ By ticking the box to the left, in addition to the above I/we also declare that I am /we are a dealer or other professional fiduciary organised, incorporated, or located in the United States and am/are applying for Shares for a discretionary or similar account held by us for the benefit of a non-US Person.

### 14 Declarations

I/We, having received and considered a copy of KIID prior to completing this Application Form the current Prospectus, the Fund(s) Supplement(s), and the most recently published annual and/or semi-annual report of the Company (where applicable), hereby confirm and declare that this application is based solely on the information contained in such documentation and is

<sup>1</sup> US Related Investor means an investor in which a US Person owns, or by virtue of attribution by application of Section 958 of the US Code is deemed to own, or has the opportunity to acquire, 10% or more of the voting power or ownership or beneficial interest in that investor.



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made pursuant to the terms of this Application Form. I/ We agree that we have received and considered in good time prior to the application for and proposed subscription of Shares any KIID in issue for relevant Share class or Fund.

I/we understand that the Prospectus and KIID(s) may be provided by way of Electronic Delivery and that a paper copy will be provided free of charge on request. I/we understand that Electronic Delivery includes email delivery to the Applicant's contact email address set out herein or as otherwise agreed with the Administrator from time to time and/or electronically making available such documentation or information on [www.tendercapital.co.uk](http://www.tendercapital.co.uk) or such other web-site address as may be notified to me/us from time to time. I/we agree that the Company has offered the choice of receipt of the Prospectus and relevant KIID(s) by way of Electronic Delivery or in paper format and unless I/we have indicated herein that we wish to receive the Prospectus and relevant KIID(s) by way of paper copy, I/we agree that the Prospectus and relevant KIID(s) may be provided by way of Electronic Delivery and I/we consent to receipt thereof by way of publication on [www.tendercapital.co.uk](http://www.tendercapital.co.uk) or such other web-site address as may be notified to me/us from time to time. I/we acknowledge that updated versions of the Prospectus and KIID(s) will be made available on the web-site [www.tendercapital.co.uk](http://www.tendercapital.co.uk). I/we acknowledge that the Company is required to provide the relevant KIID or KIID(s) prior to each subsequent subscription for or exchange of Shares in the relevant class and I/ we hereby agree that for each subsequent application for subscriptions and/or exchange of Shares in any class, the KIID will be provided to me/us via Electronic Delivery unless a paper copy is requested herein/ from the Distributor or Administrator.

I/We consent to any Company, Fund and Shareholder documentation and information, including by not limited to, copies of the Prospectus, Supplement, KIID(s), financial reports, circulars, notices, forms, and any Shareholder or other documentation relating to the Company, relevant Fund or Share class to be sent by the Company or Administrator to be sent to the Applicant as a Shareholder being sent by electronic means including but not limited to email or posting of and such document, report, communication, form or notice on [www.tendercapital.co.uk](http://www.tendercapital.co.uk) or such other web-site address as may be notified to me/us from time to time by post or email. By providing an email address herein, any such document to be sent by email will be sent to the email address set out herein or otherwise notified to and agreed with the Administrator from time to time. I/we understand that it is my/our obligation to notify the Company and/or Administrator in writing if the contact email address set out herein changes. I/we understand that I/we may revoke or restrict my/our consent to electronic delivery of such documentation and information by notifying the Company and Administrator in writing.

I/We hereby apply for Shares and to be entered on the register of Shareholders on the terms and conditions set out in the memorandum and articles of association of the Company (the "Articles"), this Subscription Agreement form, the Prospectus and the Supplement for the Fund(s) of the Company (together the "Prospectus"), as may be amended from time to time. I/We agree to be bound by the terms of the Prospectus, the Articles, including the distribution policy as outlined in the Prospectus and this AF.

I/We represent and warrant to the Administrator and the Company that the Applicant has the legal capacity, authority and all necessary consents to make this application and to invest in the Company and has complied with all regulations or limitations on investments imposed by any regulatory or governmental body and hereby agrees to indemnify the Company (including the Funds), the Directors, the Administrator, the Investment Manager, distributors and any affiliates, duly appointed agents and officers thereof of any of the foregoing for any loss suffered by them as a result of this warranty/representation not being true in every respect.

I/we confirm that I/we have reached the age of majority under the laws of my/ our country of nationality or domicile.

**(Designated Bodies<sup>2</sup> only – mark the box if applicable to Applicant)**

☐ I/We declare that I am/We are licensed as  
**(description)**

.....  
by the

**(regulatory body)** .....

under the laws of

**(country)**  
.....

<sup>2</sup> A Designated Body is an entity which provides certain prescribed financial services and which is established and regulated in respect of those services in one of the countries prescribed for the purpose pursuant to the Irish Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as may be amended. As at the time of printing of this AF, the list of such prescribed countries is as follows:-all of the member states of the European Union, Australia, Brazil, Canada, the Channel Islands, Hong Kong, Iceland, India, the Isle of Man, Japan, Liechtenstein, Mexico, Norway, Russian Federation Singapore, Switzerland, South Africa, South Korea, the Dutch overseas territories of Netherlands Antilles and Aruba and the French overseas territories of Mayotte, New Caledonia, French Polynesia, Saint Pierre and Miquelon and Wallis and Futuna and United States of America

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**i.e. must be one of the prescribed countries specified in footnote 1 below)** 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 applicable anti-money laundering regulations and guidelines.

I/We acknowledge and confirm that the distribution or offering of Shares in the Company (including the Fund) is restricted in certain jurisdictions and accordingly Shares in the Company are only available qualifying persons to whom the Company may be lawfully promoted and who may lawfully invest in the Company.

I/We confirm, for the Applicant itself and in respect of any economic beneficiaries that the Applicant has the necessary experience, sophistication and skills and is suitably qualified to invest in the Company and the Fund under all applicable laws and regulations in all relevant jurisdictions. I/We confirm that I/we can bear the economic risk of an investment in the Shares and are able to sustain a complete loss of investment in the Shares. **I/We acknowledge that management fees may be charged to the capital of the Fund and accordingly on redemption of Shares I/we may not receive back the full amount invested.**

I/We acknowledge that the sale, pledge, assignment, mortgage or other transfer of the Shares without the consent of Company in its sole discretion is prohibited, noting that a redemption of Shares by the Fund does not constitute an assignment for these purposes and no prior approval to redeem therefore is required.

I / We understand that the Shares have not been registered under the United States Securities Act 1933 in reliance upon an exemption from such registration, and that neither the Fund nor the Company has been registered under the Investment Company Act of 1940 (as amended, replaced or consolidated from time to time). I/We understand that the Company has no intention of registering the Company, the Fund or the Shares with the US Securities and Exchange Commission or any state and is under no obligation to assist the Investor in obtaining or complying with any exemption from registration. I/We understand that no federal or state agency has passed upon or made any recommendation or endorsement of an investment in the Fund.

I/We agree that the Applicant will not market, promote, offer or sell Shares of the Company to any third party/ies without the express written agreement of the Company. I/We agree that I/we will not, under any circumstances, knowingly be or become involved in criminal conduct or money laundering and/or act on behalf of a client where the activities of that client lead us to believe that the client has been involved in criminal conduct or money laundering.

I/We declare that I/we acknowledge the responsibilities of the Company and the Administrator with regard to the prevention of money laundering and financing of terrorism, including those prescribed by the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013 (as may be amended) and have read the notes in the Terms and Conditions and I/we agree to provide all relevant documentation as and when requested and I/we agree that I/we will not, under any circumstances, knowingly be or become involved in criminal conduct or money laundering and/or act on behalf of a person where the activities of that person lead us to believe that the person has been involved in criminal conduct or money laundering.

I/We understand that the following persons are prohibited from investing in the Company (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("OFAC"); (ii) any other person whose dealings with U.S. Persons would be restricted under sanctions administered by OFAC; (iii) a person or entity whose dealings with the Company, the Manager and/or a Sub-Distributor would be sanctioned by the European Union; and (iv) a foreign shell bank (a bank without a physical presence in any country) ("Prohibited Investor").

I/We represent and covenant that neither I/we, nor any person controlling, controlled by, or under common control with me/us, nor any person having a beneficial interest in me/us, is a Prohibited Investor. I/We agree to promptly notify the Company of any change in information affecting this representation and covenant.

I/We acknowledge that the tax disclosure set forth in the Prospectus is of a general nature and may not cover the jurisdiction in which the Applicant is subject to taxation and that the tax consequences of the Applicant's purchase of Shares depends the Applicant's individual circumstances.

I/We acknowledge that the Company, or the Administrator on its behalf, intend to take such steps as may be required to satisfy any obligations imposed on the Company and its Funds by either (i) the Foreign Account Tax Compliance Act ("FATCA") regulations, (ii) Common Reporting Standard (CRS) regulations or (iii) any provisions imposed on the Fund under Irish law arising from the inter-governmental agreement between the Government of the United States of America and the Government of Ireland ("IGA"), the Multilateral Competent Authority Agreement on Automatic Exchange of Information, Sections 891E, 891F or 891G of the Taxes Consolidation Act 1997 and any applicable regulations implementing same, so as to ensure the Company's

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compliance or deemed compliance (as the case may be) with FATCA, CRS, the IGA, the multilateral competent authority agreement in respect of CRS and any other applicable law in relation to the automatic exchange of information. In particular, I/we acknowledge that the information contained in this form and the information regarding the investor may be reported to the tax authorities of another country or countries in which that investor may be tax resident where those countries (or tax authorities in those countries) have entered into agreements to exchange financial account information.

I/We agree to provide to the Company and the Administrator the relevant FATCA/CRS self-certification as either an individual, as appended in Appendix I of this application form, or as an entity, as appended in Appendix II of this application form, together with the necessary FATCA/CRS, confirmations and/or classifications at such times as each of them may request and furthermore provide any supporting certificates or documents as each of them may reasonably require in connection with this investment by reason of automatic exchange of information obligations relating to FATCA or CRS, the IGA or law arising out of sections 891E, 891F or 891G of the Taxes Consolidation Act 1997, as described above, and any other applicable laws relating to the automatic exchange of information, or otherwise. Should any information furnished to any of them become inaccurate or incomplete in any way, I/we hereby agree to notify the Company, the Administrator and/or the Investment Manager immediately of any such change and further agree to immediately take such action as the Company, the Administrator or the Investment Manager may direct, including where appropriate, redemption of our Shares in respect of which such confirmations have become incomplete or inaccurate where requested to do so by the Company, the Administrator or the Investment Manager (as applicable). If relevant, I/we agree to notify the Company and the Administrator of any change to my/our tax residency status. I/we hereby also agree to indemnify and keep indemnified the Company, the Investment Manager and the Administrator against any loss, liability, cost or expense (including without limitation legal fees, taxes and penalties) which may result directly or indirectly as a result of a failure to meet our obligations pursuant to this section or failure to provide such information which has been requested by the Company, the Administrator and/or the Investment Manager and has not been provided by me/us, and from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any document delivered by me/us to the Company, the Administrator and/or the Investment Manager. I/We further acknowledge that a failure to comply with the foregoing obligations or failure to provide the necessary information required may result in the compulsory redemption of our entire holding in the Company, and that the Company, the Investment Manager and the Depositary are authorised to hold back from redemption proceeds or other distributions to me/us such amount as is sufficient after the deduction of any redemption charges to discharge any such liability and I/we shall indemnify and keep indemnified the Company, the Investment Manager and the Depositary against any loss suffered by them or other Shareholders in the Company in connection with any obligation or liability to so deduct, withhold or account.

I/We hereby acknowledge for the purposes of complying with its automatic exchange of information obligations under CRS that the Company, or the Administrator on its behalf, is required to collect certain information on an account holder and on certain Controlling Persons in the case of the account holder being an Entity (e.g. name, address, jurisdiction of residence, TIN, date and place of birth (as appropriate), the account number and the account balance value at the each of end calendar year) to identify accounts which are reportable to the Irish tax authorities under CRS and further acknowledge that such information may in turn be exchanged by the Irish tax authorities with other tax authorities. Further Information in relation to CRS can be found at the Automatic Exchange of Information (AEOI) webpage on [www.revenue.ie](http://www.revenue.ie).

I/We acknowledge that I/we will be entitled to look solely to the assets of the Fund in which I/we have invested in respect of all payments in respect of the Applicant's Shares. If the realised net assets of the Fund are insufficient to pay any amounts payable in respect of the relevant 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 Fund or any other asset of the Company or of the Administrator or of the Depositary.

I/We acknowledge the restrictions on dealing as disclosed in the Prospectus and the right of the Company to act at its discretion in order to protect the Company or a Fund from market timing, excessive trading or other activity which it believes is harmful to the Company or any Fund.

I/We confirm that I/we have provided the Company and/or Administrator with a list of persons duly authorised by me/us to give Instructions to the Company and/or the Administrator and that /we are empowered to authorise those authorised persons to give such Instructions. I/We acknowledge that it is the Applicant's responsibility to ensure that any changes to such list of authorised persons are notified to the Administrator.

I/We acknowledge that I/we are transacting in Shares with the Company and Fund as principal.

I/We acknowledge that the Company does not issue Share certificates of any kind.

I/We confirm that I/we are acquiring these Shares for my/our own use and not for resale.

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I/We understand that the representations and warranties and agreements made herein are continuous and all subsequent subscriptions of Shares by me/us shall be governed by them, and I/we agree to notify the Company, the Investment Manager and the Administrator promptly, if any representation or warranty should cease to be true at any time and I/we agree immediately to take such action as the Company may direct, including where appropriate, the redemption of the Applicant's holding in its entirety. I/We further acknowledge the right of the Company at any time to require the mandatory redemption of Shares as provided for in the Prospectus.

I/We confirm that I/we will notify the Company immediately if there are any changes to the information supplied to the Company in connection with this application which make the confirmations no longer true.

I/We confirm that I/we have read and agree to the Terms and Conditions below and understand that by signing this AF, I/we are giving my/our consent as outlined in the Terms and Conditions.

I/We hereby agree to indemnify and keep indemnified the Company (including the Fund), the Directors, the Administrator, the Depositary and the Investment Manager their affiliates, duly appointed agents, and the officers, directors, employees of any of the foregoing, from and against any loss, cost or expense (including without limitation, legal fees, taxes and penalties) arising to any of them as a result of Applicant's holding of Shares where the Applicant is at fault or any breach of any representation, warranty, condition, covenant, undertaking, agreement, declaration, acknowledgement, term, instruction or confirmation by me/us in this AF or in any other documents delivered by the Applicant or from my/our failure to disclose any relevant details or provide it with all the information requested by the Company, the Investment Manager, the Administrator or the Depositary. In the case of delay or failure to provide satisfactory information, each of the Company, the Investment Manager and the Administrator, may take such action (including declining to accept an application) as they think fit.

If the undersigned is acting as agent, representative or nominee (a "Nominee"), the Nominee acknowledges and agrees that the agreements, representations, warranties, undertakings, and acknowledgements herein are also made on behalf of the beneficial owner(s). The Nominee represents and warrants that Nominee has all requisite power and authority to enter into and perform this AF and the agreements contemplated hereby, and Nominee represents and warrants, after reasonable inquiry, that the information, representations and warranties provided in this AF and otherwise to the Company and/or Administrator through the Nominee are accurate and complete. Nominee agrees to indemnify the Fund, the Company, the Administrator, the Depositary and the Investment Manager for any and all damages, costs, fees, losses and expenses (including counsel fees and disbursements) in connection with or resulting from the Nominee's misrepresentation or misstatement contained herein or breach hereof, or the assertion of the Nominee's lack of proper authorization from the beneficial owner(s).

This AF shall be governed by the laws of Ireland.

15 Signatures			
Authorised Signatory	Print Name Here		
Position			
Signature		Date	

Authorised Signatory	Print Name Here		
Position			
Signature		Date	

### 16 Terms & Conditions

The terms and conditions of this Application Form come into force when this application is accepted by the Administrator. The Company may amend these terms by sending notification to the Applicant. The Applicant agrees that the terms and conditions contained in this Application Form and the representations, warranties, and declarations made by the Applicant in this Application Form shall apply to all future subscriptions and Instructions made by the Applicant, unless the Applicant notifies the Company and Administrator to the contrary at the time of any such subscription and the Company and Administrator agree to

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the terms of any such notification. Unless otherwise defined or inconsistent with the context herein, capitalised terms used in this AF are as used and have the same meanings as are applicable in the most up to date Prospectus of the Company, Supplement relating to the Fund and any addenda thereto (collectively for the purposes of this AF, the **Prospectus**).

The Applicant acknowledges that due to the prevention of money laundering and terrorist financing requirements within the respective jurisdictions and/or regulatory reporting obligations, the Company or the Administrator may require proof or further verification of the identity of the Applicant and any beneficial owner before a Shareholder account can be opened or an application for subscription or redemption of Shares can be processed and the Administrator, Company (including the Fund) and Distributor shall be held harmless and indemnified against any loss arising due to the failure to process of any such application if such information as has been requested by any of the said parties has not been provided by and received from the Applicant in a form acceptable to the Administrator and Company. By agreeing these terms, the Applicant consents to the conduct of due diligence enquiries in respect of the Applicant, any economic beneficiaries and any authorised signatories. Documentation must be submitted immediately upon request from the Administrator or the Company. By signing this Application Form, the Applicant acknowledges the responsibilities of the Company and the Administrator with regard to the prevention of money laundering and financing terrorism including the responsibilities under the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013 (as may be amended) and agrees to comply with all applicable laws and regulations sufficient to discharge the Applicant's obligations in respect of its investment in the Company from the date of this application, and on an ongoing basis, and to verify the identity of and carry out all required due diligence in respect of all economic beneficiaries (if any).

No redemption proceeds can be paid until the original AF and all documentation as requested by the Administrator and/or Company under anti-money laundering regulations and any due diligence inquiries has been received and accepted by the Administrator.

The Company and/or the Administrator is/are authorised and instructed to accept, execute or otherwise perform any order, direction, request, authorisation or instruction (together "Instruction(s)") (given in a form agreed with the Company and/or the Administrator) relating directly or indirectly to Shares, including but not limited to Instructions regarding Shares subscribed for, subscriptions, exchange or redemption of Shares, any payment in relation to same and/or any matter in connection with them, this AF and/or the Applicant's account with or investment in the Company or details on record, believed in good faith to be given by properly authorised persons and notwithstanding that it may be shown that the Instructions were not signed, given or sent by the Applicant. Instructions given to the Company in a form agreed with the Company and signed by the Applicant (if applicable) are binding on the Applicant. This authorisation will apply to any further Shares purchased, transferred or otherwise held in the name of the Applicant. The Company (including the Funds), the Administrator and the Investment Manager are each authorised to conclusively rely and/or act upon any such Instructions or any matter in connection with them or any of them without liability in respect of any transfer, payment or any other act done or omitted to be done pursuant to any such Instruction believed in good faith to be genuine or to be signed by properly authorised persons of the Applicant and notwithstanding that it may be shown that the same was not signed, given or sent by or on behalf of the Applicant. Such authorisation will remain valid until written revocation is received from the Applicant by the Company. Revocation will take effect without prejudice to any transactions already initiated by the Company, in accordance with the Applicant's prior Instructions. The Company and/or the Administrator will not be liable in respect of any transfer, payment or other action or inaction directly or indirectly related to Shares, except in the case of the Company's and/or the Administrator's material default. In no case shall the Company and/or the Administrator be liable for any indirect or consequential loss or for any loss caused through a fall in value of Shares.

If Instructions are given by facsimile the Applicant agrees that it is the Applicant's responsibility to ensure that such Instructions are received in legible form and the Applicant undertakes to confirm such Instructions to the Administrator in writing. Whether or not such written confirmation is in fact received, the Administrator and the Company (including the Funds) may rely conclusively upon shall incur no liability in acting upon any Instruction or other instrument received by facsimile believed by it in good faith to be genuine or to be signed by the proper person(s) or duly authorised or properly made.

The Applicant agrees to indemnify each of the Company (including the relevant Fund), the Directors, the Administrator, and the Investment Manager and to keep each of them indemnified against all actions, proceedings, demands, costs, expenses and losses of any nature whatsoever arising to any of them as a result of any action taken or omitted to be taken pursuant to any such Instructions or other instrument believed in good faith to be genuine or signed or given by properly authorised persons of the Applicant.

The Applicant's authorised signatories may be changed from time to time during the period of Applicant's holding of Shares but only upon written notice by current authorised signatories on record to the Administrator and written acknowledgement of the changes by the Administrator. The Applicant is solely responsible for instructing the Company and/or the Administrator in



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relation to the persons authorised to act on behalf of the Applicant in relation to any Instructions, changes to the Applicant's registration details and/or payment Instructions and the Company and/or Administrator is/are entitled to rely and act on any such information provided. The Company (including the Funds) and the Administrator have no liability whatsoever for inaccurate information received by the Company and/or Administrator and shall be under no obligation to enquire as to the accuracy or otherwise of any such information provided. The Applicant is solely responsible for ensuring that any such information provided is accurate and up to date. Any subsequent amendments to the Applicant's registration details and/or payment Instructions shall be effected only on receipt of original documentation as required by the Administrator.

All payments for Shares must be made by EFT for Settlement on the Settlement Date to the relevant account of the relevant Fund. In consideration of the Administrator processing this and any subsequent subscription for Shares and making a provisional allotment of Shares, the Applicant agrees to indemnify and hold harmless the Company (including the relevant Fund), the Administrator, the Directors of the Company and the Investment Manager against any loss, costs or expenses incurred by it or them as a result of Applicant's failure to pay the required subscription monies for the application of Shares by the relevant Settlement Date. Applicant shall be liable for any interest, losses or other costs incurred as a result of failing to settle an order by the Settlement Date.

The Applicant acknowledges that it may receive or have access to confidential proprietary information concerning the Company and the Funds, including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets and the like (collectively, "Confidential Information"), which is proprietary in nature and non-public. The Applicant agrees that it shall not disclose or cause to be disclosed any Confidential Information to any person or use any Confidential Information for the Applicant's own purposes or the Applicant's own account, except in connection with its investment in the Fund(s) and except as otherwise required by any regulatory authority, law or regulation, or by legal process.

The Applicant acknowledges that the Applicant is not obliged to accept electronic communication and may at any time choose to revoke the Applicant's agreement to receive communications by fax or electronically by notifying the Administrator in writing at the above address provided that the Applicant's agreement to receive communications by fax or electronically shall remain in full force and effect pending receipt by the Administrator of written notice of such revocation.

By signing this AF, the Applicant consents to the recording of telephone calls made to and received from the Applicant by the Administrator, or Investment Manager, their delegates, duly appointed agents and any of their respective related, associated or affiliated companies for processing and verification of Instructions, management and administration of the Applicant's account(s) and any other matters related to investment in the Company, dispute resolution, record keeping, security and/or training purposes.

By signing this AF, you acknowledge and agree to the following provisions in relation to data protection.

**Data Protection Legislation** means the Irish Data Protection Acts 1988 and 2003, EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive 2002/58/EC, any relevant amendments and replacement legislation including the EU General Data Protection Regulation (EU) 2016/679, European Commission decisions, binding EU and national guidance and all national implementing legislation.

**GDPR** means Regulation (EU) 2016/679 known as the General Data Protection Regulation, which comes into force on 25 May 2018, as amended.

**Personal Data** means any data relating to a living individual who can be identified directly from that data or indirectly in conjunction with other information in accordance with the Data Protection Legislation.

The Company may hold some or all of the following types of Personal Data in relation to investors and prospective investors (and their officers, employees and beneficial owners); name, address/other contact details (telephone, email address), date/place of birth, gender, tax number, bank details, photographic ID, proofs of address (usually utility bills) as furnished by investors and shareholders when completing the subscription agreement or redemption applications. The Company may also obtain further Personal Data on those individuals by way of PEP (Politically Exposed Person) checks, sanctions checks, negative news checks and screening checks. The Company is obliged to verify the Personal Data and carry out ongoing monitoring. Where you have furnished Personal Data in respect of your officers, employees and beneficial owners to the Company, you must furnish the information in this notice on data protection to them.

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In the course of business, the Company will collect, record, store, adapt, transfer and otherwise process Personal Data. The Company is a data controller within the meaning of Data Protection Legislation and will hold any Personal Data provided by or in respect of investors in accordance with Data Protection Legislation.

The Company and/or any of its delegates or service providers and its or their duly authorised agent (including the administrator, depositary, investment manager, distributor, money laundering reporting officer, paying or representative agents and their sub-contractors) may process shareholders' or prospective investors' Personal Data for any one or more of the following purposes and on the following legal bases:

- (1) to operate the sub-funds of the Company (the Sub-Funds), including managing and administering a shareholder's investment in the relevant Sub-Fund and/or transfer agency or analysis and any related accounts on an on-going basis which enables the Company to satisfy its contractual duties and obligations to the shareholder and any processing necessary for the preparation of the contract with the shareholder;
- (2) to comply with any applicable legal, tax or regulatory obligations on the Company for example, under the Companies Acts, the Central Bank UCITS Regulations, the UCITS Regulations, anti-money laundering and counter-terrorism and tax legislation, requirements or guidance, including FATCA and CRS and/or fraud prevention and reporting and record-keeping requirements;
- (3) for any other legitimate business interests of the Company or a third party to whom Personal Data is disclosed, where such interests are not overridden by the interests of the investor, including for statistical analysis, market research purposes and to perform financial and/or regulatory reporting; or
- (4) for any other specific purposes where investors have given their specific consent and where processing of Personal Data is based on consent, the investors will have the right to withdraw it at any time.

Please note that you have a right to object to the processing of your Personal Data where that processing is carried out for our legitimate interests.

The Company and/or any of its delegates or service providers may disclose or transfer Personal Data, whether in Ireland or elsewhere (including to entities situated in countries outside of the EEA), to other delegates, duly appointed agents and service providers of the Company (and any of their respective related, associated or affiliated companies or sub-delegates) and to third parties including advisers, regulatory bodies, taxation authorities, auditors, technology providers for the purposes specified above.

The Company and/or any of its delegates and service providers will not transfer Personal Data to a country outside of the EEA unless that country ensures an adequate level of data protection or appropriate safeguards are in place. The European Commission has prepared a list of countries that are deemed to provide an adequate level of data protection which, to date, includes Switzerland, Guernsey, Argentina, the Isle of Man, Faroe Islands, Jersey, Andorra, Israel, New Zealand and Uruguay. Further countries may be added to this list by the European Commission at any time. The US is also deemed to provide an adequate level of protection where the US recipient of the data is privacy shield-certified. If a third country does not provide an adequate level of data protection, then the Company and/or any of its delegates and service providers will ensure that it puts in place appropriate safeguards such as the model clauses (which are standardised contractual clauses, approved by the European Commission) or binding corporate rules, or relies on one of the derogations provided for in Data Protection Legislation.

Personal Data will be retained by or on behalf of the Company for the duration of a shareholder's investment and otherwise in accordance with applicable legal obligations applicable to the Company. The Company will take all reasonable steps to destroy or erase the data from its systems when it is no longer required.

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Shareholders and investors have a right of access to their Personal Data kept by or on behalf of the Company, the right to amend and rectify any inaccuracies in their Personal Data held by or on behalf of the Company and the right to data portability of their personal data held by or on behalf of the Company, subject to any restrictions imposed by Data Protection Legislation and any statutory obligations to retain information, including but not limited to, any money laundering, counter-terrorism, or tax legislation. For further information in relation to your data protection rights refer to the website of the Office of the Data Protection Commissioner at [www.dataprotection.ie](http://www.dataprotection.ie).

Where processing is carried out on behalf of the Company, the Company shall engage a data processor, within the meaning of Data Protection Legislation, which implements appropriate technical and organisational security measures in a manner that such processing meets the requirements of Data Protection Legislation, and ensures the protection of the rights of investors. The Company will enter into a written contract with the data processor which will set out the data processor's specific mandatory obligations laid down in Data Protection Legislation, including to process Personal Data only in accordance with the documented instructions from the Company.

As part of the Company's business and ongoing monitoring, the Company may from time to time carry out automated decision-making in relation to investors, including, for example, profiling of investors in the context of anti-money laundering reviews, and this may result in an investor being identified to the revenue authorities, law enforcement authorities and to other entities where required by law, and the Company terminating its relationship with the investor.

Shareholders and investors are required to provide Personal Data for statutory and contractual purposes. Failure to provide the required Personal Data will result in the Company being unable to permit, process, or release the investor's investment in the Sub-Funds and this may result in the Company terminating its relationship with the investor. Investors have a right to lodge a complaint with the Data Protection Authority if they are unhappy with how the Company is handling their Personal Data.

Any questions about the operation of the Company's data protection policy should be referred in the first instance to the board of Directors. The Applicant consents to the Company and or Administrator transferring all or any of their benefits and obligations under these terms. The Company and/or Administrator may appoint any person to advise on or perform any of their functions or responsibilities under these terms and may provide information about the Applicant and its Shares to any such person. The Company and/or Administrator, where applicable, will satisfy itself that any person to whom it delegates any of its functions or responsibilities under these terms is competent to carry out those functions or responsibilities.

This AF shall be governed by the laws of Ireland.



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### Appendix I

#### **Individual Self-Certification**

##### **Instructions for completion**

*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 investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor's interests in the Fund with relevant tax authorities. This form is intended to request information only where such request is not prohibited by Irish law.*

*If you have any questions about this form or defining the investor's tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser.*

*For further information on FATCA or CRS please refer to Irish Revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link to the OECD CRS Information Portal at: <http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.*

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

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

*Sections 1, 2, 3 and 5 must be completed by all investors.*

*Section 4 should only be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity. For further guidance see.*

*<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>*

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

##### **Section 1: Investor Identification**

**Investor 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 Code: \_\_\_\_\_ Country: \_\_\_\_\_

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

**Place Of Birth\***

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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]/[the investor is] a U.S. citizen and/or resident in the U.S. for tax purposes and [my]/[its] U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

OR

(b) ☐ I confirm that [I am not]/[the investor is not] a U.S. citizen or resident in the U.S. for tax purposes.

### Section 3: CRS Declaration of Tax Residency (please note you may chose more than one country)\*

Please indicate your/ the investor's country of tax residence (if resident in more than one country please detail all countries of tax residence and associated taxpayer identification numbers ("TIN"). Please see the CRS Portal for more information on Tax Residency.

Country of Tax Residency	Tax ID Number

NOTE: Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not issue a TIN.

### Section 4 – Type of Controlling Person

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

For joint or multiple Controlling Persons please complete a separate Self-Certification form for each Controlling Person

Please Confirm what type of Controlling Person applicable under CRS that applies to you/the investor 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		

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### 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 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 where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

Authorised Signature\*: \_\_\_\_\_

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

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

Capacity\*: \_\_\_\_\_

# TENDERCAPITAL Funds plc

## Application Form

### Appendix II

#### Entity Self-Certification

#### Instructions for completion

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 investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor's interests in the Fund with relevant tax authorities. This form is intended to request information only where such request is not prohibited by Irish law.

If any of the information below about your tax residence or FATCA classification changes in the future, please ensure you advise us of these changes promptly.

For further information on FATCA or CRS please refer to Irish Revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link: <http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

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

(Mandatory fields are marked with an \*)

**Investors that are individuals should not complete this form and should complete the form entitled "Individual Self-Certification for FATCA and CRS".**

#### Section 1: Investor Identification

Investor Name\*: \_\_\_\_\_ (the Entity)

Country of Incorporation or Organisation: \_\_\_\_\_

#### Current Registered Address\*:

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

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

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

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

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

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

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

#### Section 2: Specified U.S Person:

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:** \_\_\_\_\_

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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 US person but **not** a *Specified U.S Person* (please also complete Sections 3, 4 and 5)

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

### 3.1 Financial Institutions:

If you are a *Financial Institution*, please tick one of the below categories, and provide the Entity's *GIIN* at 3.2:

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

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

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

I.	The Entity has not yet obtained a <i>GIIN</i> but is sponsored by another entity which does have a <i>GIIN</i> Please provide your sponsor's name and sponsor's <i>GIIN</i> : Sponsor's Name: _____ Sponsor's <i>GIIN</i> : _____	
II.	<i>Exempt Beneficial Owner</i>	
III.	<i>Certified Deemed Compliant Foreign Financial Institution</i> (including a <i>deemed compliant Financial Institution</i> under Annex II of the Agreement)	
IV.	<i>Non-Participating Foreign Financial Institution</i>	
V.	<i>Excepted Foreign Financial Institution</i>	

### 3.4 Non-Financial Institutions under FATCA:

If the Entity is not a *Financial Institution*, please tick one of the below categories

I.	Active Non-Financial Foreign Entity	
II.	<i>Passive Non-Financial Foreign Entity</i> (If this box is ticked, please include self-certification forms for each of your Controlling Persons)	
III.	<i>Excepted Non-Financial Foreign Entity</i>	

### Section 4: CRS Declaration of Tax Residency (please note that you may choose more than one country)\*

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")).

(Note: Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not issue a (TIN)).

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.

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Country of Tax Residency	Tax ID Number

### 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:

For more information please see the CRS Standard and associated commentary. <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

#### 5.1 Financial Institutions under CRS:

If the Entity is a Financial Institution, please tick one of the below categories

I.	Financial Institution under CRS(other than (II) below)	
II.	<i>An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution (If this box is ticked, please indicate the name of any Controlling Person(s) of the Entity and complete a separate individual self-certification forms for each of your Controlling Persons **)</i>	

#### 5.2 Non Financial Institutions under CRS:

If the Entity is a Non Financial Institution, please tick one of the below categories

I.	Active Non-Financial Entity – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation	
II.	Active Non-Financial Entity – a Government Entity or Central Bank	
III.	<i>Active Non-Financial Entity – an International Organisation</i>	
IV.	<i>Active Non-Financial Entity – other than (I)-(III) (for example a start-up NFE or a non-profit NFE)</i>	
V.	<i>Passive Non-Financial Entity (If this box is ticked, please complete a separate Individual Self-Certification Form for each of your Controlling Person(s) )</i>	

#### \*\*Controlling Person's:

**NB: Please note that each Controlling Person must complete a Separate Individual 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/common-reporting-standard-and-related-commentaries/#d.en.345314>

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### Section 6: 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 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 undertake to advise the recipient promptly and provide an updated Self-Certification where any change in circumstance occurs which causes any of the information contained in this form to be incorrect.

Authorised Signature(s):

\_\_\_\_\_

Capacity in which declaration is made:

\_\_\_\_\_

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