# **ISEC SICAV - RAIF**

# APPLICATION AND ACCOUNT OPENING FORM

The undersigned ("Applicant") herewith applies to open a register account for the maintenance of a participation in **ISEC SICAV-RAIF** (hereinafter the "Fund"). **ISEC Services AB** (hereinafter the "Company") is responsible for the collective portfolio management of the Fund.

Please complete all the sections of this form READABLE and in BLOCK CAPITALS and return the ORIGINAL duly signed and dated together with the relevant documentation to the Registrar of the Fund (the "Registrar"):

Caceis Investor Services Bank S.A. Attn. SHS Register, 14, Porte de France

L-4360 Esch-sur-Alzette, G.D. Luxembourg

Tel: +352 2605 5526

Please note that any modification, change or deletion within this form, non-delivery or non-accurate delivery of requested information may delay or even hinder the account opening process. Please contact the Registrar in case of questions and before making such changes.

case or questions and belo	re making such changes.		
1. PRIVATE INVE	STOR INFORMATION	)N	
1.1. Account H			
-	ount Holder 1		
	ase tick the right choice)		
Surname(s)		FirstName	
Date of birth (DD/MM/YYYY)	Place & Country of birth	O ccupation and area of activity:	Nationality
Passport / ID Number: (circle the right choice)	Issuing Country:	Expiration Date (DD/MM/YYYY) / /	Double Nationality:  Never Renounced Yes, which:
Registered Address* Street Number:	Registered Address Town/Village:	Registered Address Post Code:	Registered Address Country:
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:
Telephone:	Fax:	E-Mail:	Mobile-Phone:
	ount Holder 2 (please refer	ir to clause 3 of the General Terms as	e signatory rights
Surname(s)	<del></del> ,	☐ Joint account with all signat FirstName	tory rights (please tick the right choice) <sup>2</sup>
Date of birth (DD/MM/YYYY)	Place & Country of birth	O ccupation and area of activity:	Nationality
Passport / ID Number: (circle the right choice)	Issuing Country:	Expiration Date (DD/MM/YYYY)	Double Nationality:  Never Renounced Yes, which:
Registered Address* Street Number:	Registered Address Town/Village:	Registered Address Post Code:	Registered Address Country:
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:

Fax:

Telephone:

E-Mail:

Mobile-Phone:

 $<sup>*\</sup> P.O.\ Box\ and\ ``in\ care\ of''\ addresses\ are\ not\ valid\ registered\ address.\ These\ are\ acceptable\ for\ mailing\ purposes.$ 

<sup>&</sup>lt;sup>1</sup> If further account holder declarations are required to be registered, please use the form available as appendix 2 as many times as required.

Please note that in the case of a joint account with alternate signatory rights, all Applicants will be considered as joint account holders, but each joint account holder has an individual signatory power to engage the account on behalf of all; in the case of a joint account with all signatory rights, signatures of all joint account holders are required.

# 1.2. Minor Account Holder (please refer to clause 5 of the General Terms and Conditions)

# 1.2.1. Minor Account Holder

☐ Mr ☐ Mrs ☐ Ms (please tick the right choice)				
Surname(s)		FirstName		
Date of birth (DD/MM/YYYY) / /	Place & Country of birth	O ccupation and area of activity:	Nationality	
Passport / ID Number: (circle the right choice)	Issuing Country:	Expiration Date (DD/MM/YYYY) / / /	Double Nationality:  ☐ Never ☐ Renounced ☐ Yes, which:	
Registered Address* Street Number:	Registered Address Town/Village:	Registered Address Post Code:	Registered Address Country:	
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:	
Telephone:	Fax:	E-Mail: @	Mobile-Phone:	

# 1.2.2. Legal Guardian

	se tick the right choice)			
Surname(s)		FirstName		
Date of birth (DD/MM/YYYY)	Place & Country of birth	O ccupation and area of activity:	Nationality	
/ /				
Passport / ID Number:	Issuing Country:	Expiration Date (DD/MM/YYYY)	Double Nationality:	
(circle the right choice)	, ,		□ Never □ Renounced	
		, ,	☐ Yes, which:	
Registered Address*	Registered Address	Registered Address	Registered Address	
Street Number:	Town/Village:	Post Code:	Country:	
	M. II.		Marilla and Marill	
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:	
Street Number	1 own, village.	1 ost code.	Country.	
Telephone:	Fax:	E-Mail:	Mobile-Phone:	
		@		

Please proceed to section 4

 $<sup>*\</sup> P.O.\ Box\ and\ ``in\ care\ of''\ addresses\ are\ not\ valid\ registered\ address.\ These\ are\ acceptable\ for\ mail\ ing\ purposes.$ 

# 2. CORPORATE INVESTOR INFORMATION (including INTERMEDIARY acting in its own name on behalf of third parties)

☐ O ther Financial Institution ☐ Fo			☐ Investment/MutualFund☐ Partnership
Company Name.		Farent company/fread office.	
Date of Incorporation (DD/MM/YYYY)	C ountry of Incorporation	Company Register and number:	Principal place of business
Registered Address* Street Number:	Registered Address Town/Village:	Registered Address Post Code:	Registered Address Country:
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:
A rea of activity :	Stock exchange listing:	Regulated Entity :	License number:
If Private Banking/Private Wealth Management, please tick: □	□Yes: Listing Code:	☐ Yes Regulator:	Regulator web-address:
If Investment Fund: ☐ Publicly distributed Fund ☐ Privately distributed Fund ☐ Dedicated Fund			
If Personal Asset Holding Vehicle, please tick: □			
Telephone:	Fax:	E-Mail:	Mobile-Phone:
Contact name 1:	Contact name 2:	Contact name 3:	Contact name 4:
P.O. Box and "in care of" addresses a Please proceed to section 3  TYPE OF INVES		se are acceptable for mailing purpose	S.
I/we confirm that the investment in	nto the Fund:		_
☐ Is made on my/our own behalf a	and is not in favour of a third party		
Please proceed to section 4			
☐ Is made on behalf of third party ☐ a Pooled Account (redesignation that makes redesignation t		typically with a generic designation s i tiples pecific customers)	uch as "Clients account" or with a
☐ a Segregated Accoun	nt(a specific account for a single ur	nderlying third party)	
In such case, please sele	ct either one option below:		
$\Box$ the design	nation of the account will refer to the	underlying client name	
	nation of the account is coded (the do o not allow an external party to iden	esignation contains an internal refere tify the underlying client)	nce, numbers or combination of

3.1. Intermediary	(acting in its own name) MIF	ID Categorisation
		tor(s) for this account. Please note that if you fail to indicate tethat the information provided is subject to clause 6 of the
☐ Retail Client	☐ Professional Client	$\square$ Eligible Counterparty
3.2. Intermediary	(acting in its own name) Typ	pe of business
	be advised that two different accounts need	y" business. Peraccount only one type is possible. If both to be created. Please note that the information provided is
□ A dv	rised business	Execution-only business
Please indicate wether you are a co	ontractually appointed Global Distributor, Dist	ributor or Sub-distributor of the Fund
☐ Global Distributor		
☐ Distributor		
☐ Sub-distributor		
If you have selected Pooled	regated Account, please proceed to a Account, please complete section 3	3.3 below.
3.3. Intermediary	(acting in its own name) Poo	oled accounts
		ules, etc.). Please indicate whether the account is used for ovided is subject to clause 6 of the General Terms and
□ UK Retail business (RDR)		
☐ Jersey Retail business (RFA)		

Please proceed to section 3.4

#### 3.4. Intermediary (acting in its own name) declarations

The intermediary confirms that:

- 3.4.1. it has based on the regulation applicable in its country of incorporation appropriate means and internal procedures to prevent and avoid the utilization of the Fund for the purposes of money laundering (i.e. any activity involving the investment, concealment or conversion of the direct or indirect proceeds of criminal activities as listed in Luxembourg laws and regulations) or terrorism financing, and to detect and intercept money laundering channels or chains
- 3.4.2. it substantiates, on the basis of probative of official documents, the true identity of
  - 3.4.2.1. all its clients, both regular and occasional, including investors into funds for which it acts as intermediary, and
  - 3.4.2.2. where its clients are not acting on their own behalf, of final economic beneficiaries (i.e. ultimate beneficial owners) and authorized representatives of the clients hereinafter collectively referred to as the "Client".
- 3.4.3. It retains related Client identification documentation for a period of at least 10 (ten) years during the relationship and at least (5) five years after the end of its relationship with the Client.
- 3.4.4. When required by the Fund, the Company, the Registrar or any other competent body or authority, Client identification documents shall be <u>immediately</u> made available to the requesting entity.
- 3.4.5. Its procedures for the prevention of money laundering and terrorist financing include the monitoring of Client transactions, including, but not limited to, the monitoring of the source and destination of funds, the review of the purpose and object of the transaction, and, with a riskbased approach, applying enhanced checking procedures to transactions which it identifies as unusual in their size, conditions or nature.
- 3.4.6. It is aware of the terms and information contained in the prospectus, the articles of incorporation and the key investor information document of the Fund and shall observe them. In particular it shall not allow the purchase or holding of shares of the Fund or any of its sub-funds by

- persons not authorized to purchase or hold them under the provisions of the prospectus.
- 3.4.7. It will make available to its Client that are investors of the Fund all information and notice received from or issued by the Fund, the Company or any of their agents and intended to be provided to the beneficiaries.
- 3.4.8. It shall not advertise for Clients, solicit Clients, or sell any of the shares of the Fund or its sub-funds, unless it may do so in compliance with the laws and regulation applicable in Luxembourg or in other country where such advertising, solicitation, offer or sale takes place.
- 3.4.9. It is aware of the UN, EU, OFAC watch lists contained in regulations concerning identification and declaration of business relations with suspected terrorist groups, persons or entities, or country subject to embargo, and has checked and will monitor that none of Clients does appear on such list.
- 3.4.10 . Its officers, employees and all agents used by it comply strictly with all related procedures and controls in place.
- 3.4.11. It hereby certifies that it
  - 3.4.11.1. is not a shell bank within the meaning given to these terms under U.S. Patriot Act: Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act) or any other similar legislation and
  - 3.4.11.2. does not accept shell banks as a Client.
- 3.4.12. It is complying with FATCA and CRS regulations applicable in its country of incorporation and in particular it has appropriate means and internal procedures to identify and classify its clients according to applicable FATCA and CRS regulations.
- 3.4.13. It agrees with the General Terms and Conditions and particularly with the section 7. For the purpose of that section 7, any reference to "Applicant" in the General Terms and Conditions is considered to be a reference to the Intermediary as well.

ceases to be regulated or if its license is altered and does not qualify the	e Intermediary anymore to act in its own name on behalf of third party
Signature of Intermediary representative 1	
Name:	
Title:	
Signature of Intermediary representative 2	Intermediary stamp
Name:	
Title:	Date and place of signature

This confirmations shall be deemed reiterated at the time of any order placed and shall continue throughout the period of its holdings in the Fund on behalf of its underlying clients. The Intermediary commits to inform the Fund, the Company and the Registrar if the Intermediary

# 4. THIRD PARTY INTRODUCER INFORMATION

(If none, please proceed to section 5)

The third party introducer is the financial company/intermediary to which the investor submits his application form and who will forward this application form to the Fund, the Company, the Registrar or any other agent used by them. The third party introducer will carry out the KYC on the Account Holder. Provided the regulatory criteria are met, it may be acting as third party introducer on which reliance is placed for the Customer Due Diligence and will retain the related identification documentation.

A requirement is that the third party introducer is also transmitting transaction orders to the Fund, the Company, the Registrar or any other agent used by them on behalf of the Account Holder.

4.1. Third party in	ntroducer details			
⊔ Bank ⊔ N	ominee U O ther Financia	l I nstitution L	☐ Insurance Company	
O ther (please specify):				
Company Name:		Parent company/Head offi	ce:	
Date of Incorporation (DD/MM/YYYY) / /			any Register and number:	
Registered Address*	Registered Address	Registered Address	Registered Address	
Street Number:	Town/Village:	Post Code:	Country:	
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:	
A rea of activity:	Stock exchange listing:	Regulated Entity:	License number:	
	□Yes:	□Yes		
	Listing Code:	Regulator:	Regulator web-address:	
Telephone:	Fax:	E-Mail:	Mobile-Phone:	
Contact name 1:	Contact name 2:	Contact name 3:	C ontact name 4 :	
F.O. Box and "in care of" addresso	es are not valid registered address	s. These are acceptable for mailir	ng purposes.	
4.2. Third party in	ntroducer MIFID Cate	egorisation		
			ase note that if you fail to indicate the ed is subject to clause 6 of the General	
☐ Retail Client ☐ Professional Client ☐ Eligible Counterparty				
4.3. Third party in	ntroducer Type of bus	siness		
	se be advised that two different a		count only one type is possible. If both se note that the information provided is	
☐ Advised business ☐ Execution-only business				

#### 4.4. Third party introducer declarations

The third party introducer confirms that:

- 4.4.1. it has based on the regulation applicable in its country of incorporation appropriate means and internal procedures to prevent and avoid the utilization of the Fund for the purposes of money laundering (i.e. any activity involving the investment, concealment or conversion of the direct or indirect proceeds of criminal activities as listed in Luxembourg laws and regulations) or terrorism financing, and to detect and intercept money laundering channels or chains.
- 4.4.2. it substantiates, on the basis of probative of official documents, the true identity of
  - 4.4.2.1. all its clients, both regular and occasional, including investors into funds for which it acts as intermediary, and
  - 4.4.2.2. where its clients are not acting on their own behalf, of final economic beneficiaries (i.e. ultimate beneficial owners) and authorized representatives of the clients hereinafter collectively referred to as the "Client".
- 4.4.3. It retains related Client identification documentation for a period of at least 10 (ten) years during the relationship and at least (5) five years after the end of its relationship with the Client.
- 4.4.4. When required by the Fund, the Company, the Registrar or any other competent body or authority, Client identification documents shall be <u>immediately</u> made available to the requesting entity.
- 4.4.5. Its procedures for the prevention of money laundering and terrorist financing include the monitoring of Client transactions, including, but not limited to, the monitoring of the source and destination of funds, the review of the purpose and object of the transaction, and, with a risk-based approach, applying enhanced checking procedures to transactions which it identifies as unusual in their size, conditions or nature.
- 4.4.6. It is aware of the terms and information contained in the prospectus, the articles of incorporation and the key investor information document of the Fund and shall observe them. In particular it shall not allow the purchase or holding of shares of the Fund or any of its sub-funds by

- persons not authorized to purchase or hold them under the provisions of the prospectus.
- 4.4.7. It will make available to its Client that are investors of the Fund all information and notice received from or issued by the Fund, the Company or any of their agents and intended to be provided to the beneficiaries.
- 4.4.8. It shall not advertise for Clients, solicit Clients, or sell any of the shares of the Fund or its sub-funds, unless it may do so in compliance with the laws and regulation applicable in Luxembourg or in other country where such advertising, solicitation, offer or sale takes place.
- 4.4.9. It is aware of the UN, EU, OFAC watch lists contained in regulations concerning identification and declaration of business relations with suspected terrorist groups, persons or entities, or country subject to embargo, and has checked and will monitor that none of Clients does appear on such list.
- 4.4.10 . Its officers, employees and all agents used by it comply strictly with all related procedures and controls in place.
- 4.4.11. It hereby certifies that it
  - 4.4.11.1. is not a shell bank within the meaning given to these terms under U.S. Patriot Act: Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act) or any other similar legislation and
  - 4.4.11.2. does not accept shell banks as a Client.
- 4.4.12. It is complying with FATCA and CRS regulations applicable in its country of incorporation and in particular it has appropriate means and internal procedures to identify and classify its clients according to applicable FATCA and CRS regulations.
- 4.4.13. It agrees with the General Terms and Conditions and particularly with the section 7. For the purpose of that section 7, any reference to "Applicant" in the General Terms and Conditions is considered to be a reference to the third party introducer as well.

Signature of Third party introducer representative 1

Name:

Title:

Signature of Third party introducer representative 2

Third party introducer stamp

Name:

Date and place of signature

This confirmations shall be deemed reiterated at the time of any order placed and shall continue throughout the period of its Client's holdings in the Fund. The Third party introducer commits to inform the Fund, the Company and the Registrar if the Third party introducer ceases to be

# 5. ULTIMATE ECONOMIC BENEFICIARY

An ultimate economic beneficiary is the final beneficiary of the investment and who owns - directly or indirectly - more than 25% of the value of the shares subscribed. This final beneficiary can be either a natural person(s) or a publicly quoted company (ies) which the equity shares of are admitted to trading on a regulated market subject to disclosure obligations of major shareholders.

Important: In case of indirect ownership, please describe on a dated and signed chart all the intermediate levels of ownership with respective name, legal form, address and percentage. The list of directors of all the intermediate levels of ownership shall also be provided.

Please provide the information if any of the account holder or the ultimate economic beneficiary(ies) is/are either:

	a person holding a legislative, administrative or judicial office, whether appointed or elected:	If applicable, please describe:
	a person exercising a public function, including for a public agency or public enterprise:	
	an official or agent of a public international organisation	
	a personor company manifestly close to or connected with the above persons	
-	5.1. Ultimate Economic Beneficiary decla	ration
-	5.1. Ultimate Economic Beneficiary declar  we declare I/we am/are the ultimate economic beneficiary(i	
-	•	
-	•	
-	•	

Please complete the section 5.2

# 5.2. Ultimate Economic Beneficiary information 1<sup>3</sup>

☐ Mr☐ Mrs☐ Ms (pleasetic	ck the right choice)			
Surname(s)		FirstName		
Date of birth (DD/MM/YYYY) / /	Place & Country of birth	O ccupation and area of activity:	Nationality	
Passport / ID Number: (circle the right choice)	Issuing Country:	Expiration Date (DD/MM/YYYY) / /	Double Nationality: ☐ Never ☐ Renounced ☐ Yes, which:	
Registered Address* Street Number:	Registered Address Town/Village:	Registered Address Post Code:	Registered Address Country:	
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:	
Telephone:	Fax:	E-Mail: @	Mobile-Phone:	
* P.O. Box and "in care of" address	es are not valid registered address. Th	nese are acceptable for mailing purpos	es.	
Ci la fill lli				
Signature of the ultima	ate economic beneficiary	]		

Date and place of signature

Please proceed to section 6

<sup>3</sup> If further Ultimate Economic Beneficial Owners Information forms are required to be registered, please use the form available as appendix 3 as many times as required.

6. AC	COUNT INFORMATIO	N	
<u> </u>	A comment de alongation		
6.1.	Account designation (If the account holder official na	ame is supplement	ed by additional information)
Designation	:		
Incaseofin	vestment on behalf of third party : nu	mber of intermediary	y entities between the account holder and the ultimate investor(s):
6.2.	Bank Account Details*	:	
	Cubacintian		
	1. Subscription payment		
name(s) of th	ndatory and are related to the bank a e Account Holder(s) or the account ho	nd accounts from wholder must be identifi	nich the subscription amounts will be paid. The account must be in the lied.
Bank:			Bank SWIFT / BIC / Sort Code:
A ccount hole	der / Name of the account:		I BAN N umber
In case paym	ents are made through a corresponde	nt bank, please prov	ide the following information:
Bank:			Bank SWIFT / BIC / Sort Code:
A ccount hole	der / Name of the account:		IBAN Number
		ments, we require su	ubscription payments to come from a bank account in the name of the
registered acc			
			equire the following information to be included for all subscription wires
For MT 103, F	ield 50a is to be used for Ordering Cu	ustomer's informatio	n (either option below, as appropriate)
<b>TAG</b> 50a (option 50a (option)		<b>Information</b> The Payer's a The Payer's a	to include count number, name and address count number and the BIC
For MT 202 (F	ield 52)		
<b>TAG</b> 52A	<b>Field Name</b> Ordering Institution	<b>Information</b> The Ordering	to include Institution's identifier code (BIC)
	2. Redemption payment		
Bank:	——————————————————————————————————————	redemptionproceeds	s. The account must be in the name(s) of the account holder(s).  Bank SWIFT / BIC / Sort Code:
A ccount hole	der / Name of the account:		I BANN umber
In case paym	ents must be made through a corresp	ondent bank, please	provide the following information:
Bank:			Bank SWIFT / BIC / Sort Code:
A ccount hole	der / Name of the account:		IBANNumber
	a ware that payments to, or for the ac will be made to the legal guardian.	ccounts of third parti	es are not accepted . Only where the investor is under 18 years,
6.3.	Dividend Instructions		
In the case of	distributions hares being held, please	e tick off correspondi	ing box of your choice:
☐ Dividen	ds will be paid directly to my bank acc	count as above	☐ Dividends will be automatically reinvested in the purchase of further shares
Please prod	ceed to section 7		

7.	REPORTING			
Pleas	eselect a periodicity and format as you w	ish to receive your reporting.		
Stat	ement periodicity		Sta	atement format
	Monthly Quarterly Half Yearly			P eriodic statement  C onsolidated statement
	Yearly			
Cha	nnel of communication			
			codel	□ by post
Willy	ou be sending orders via SWIFT: D Yes	□No		
Ifyou	answered Yes above, please note you w	ill need to fill in an additional S	wift Se	et Up request form available in appendix 7
Plea	se proceed to section 8			
8.	TAX INFORMATION			
the C you a Fund, accou	ompany to collect and report certain infor recompleting the form on their behalf) is the Company may be legally obliged to ponts to the tax authorities in the country we	mation about an account holde located outside of the country ass on the information in this fo here the Financial Institution is	r's tax where orman s locate urtax	
and-a For FA Act-F	<u>ssistance/tax-residency</u> TCA related questions you may also cons	sult the IRS website: <u>www.irs.q</u>	ov/Bus	sinesses/Corporations/Foreign-Account-Tax-Compliance-
	8.1. Individual Section			
Pleas	e note in case of Joint Holders, each A	Account Holder should fill in	the I	ndividual Section below
	8.1.1. Declaration of US C Account Holder 1	itizenship or US res	ider	nce for Tax Purposes (FATCA)-
Pleas	etick and complete as appropriate.			
I con	firm that:			
□ I a	m a U .S . person, citizen and/orresident i fying number (U .S. TIN) is as follows :	n the U .S. or with a U .S. dual c	itizens	ship for tax purposes and my U.S. federal taxpayer
	IN:			
		J.Sterritory) but I amno longe	er a U .s orm.	S. citizen as I have voluntarily surrendered my citizenship
□ I a	ım not a U.S. person, citizen and/or resio	dent in the U.S. or with a U.S. d	ualcit	izenship for tax purposes.
Pleas	e proceed with sub-section 8.1.2.			
Note	you are considered a US resident for tax	purposes if you meet certain te	ests ind	cluding the substantial presence test
	ntial Presence Test: To meet this test, you must be physically presence 1-31 days during the current year, and 2-183 days during the 3-year period the All the days youwere present in the 1/3 of the days you were present in 1/6 of the 1/6 of t	d nat includes the current y ear and the le current y ear, and n the first y ear before the current ye	ear, and	d

#### 8.1.2. Declaration of Tax Residence (CRS)- Account Holder 1

Note: Declaration of Tax residence is requested in the context of the OECD Common Reporting Standard ("CRS"), an initiative to implement automatic exchange of financial account information on a global basis.

Please indicate your place of tax residence. If resident in more than one country please detail all countries of tax residence and associated Tax ID numbers.

Country of Tax residence	Until **	From**	Tax ID Number (TIN) or equivalent	TIN or equiv alent not av ailable	Reason if TIN or equivalent not available:

<sup>\*\*</sup> For individual who moved/will move in a different country during the actual fiscal year, please enter:

- in the "Until" box the year where you stop to be tax resident according to the local tax residence definition of your previous Tax residence country and
- in the "From" box the year where you begin to be tax resident according to the local tax residence definition of your new Tax residence country

Note: Tax residence definition may be different from a country to another. We invite you to contact your tax adviser for any clarification required

Please proceed with sub-section 8.1.5, unless there is a Joint Account Holder.

# 8.1.3. Declaration of US Citizenship or US residence for Tax Purposes (FATCA)-Account Holder 2<sup>4</sup>

Please tick and complete	e as appropriate.
--------------------------	-------------------

T	confirm	that:

🗖 I am a U.S. person, citizen and/orresident in the U.S. or with a U.S. dual citizenship for tax purposes and my	/ U.S. federal taxpayer
identifying number (U .S. TIN) is as follows:	

U.S.TIN:
----------

I confirm that I was born in the U.S. (or a U.S territory) but I amno longer a U.S. citizen as I have voluntarily surrendered my citizenshi	р
evidenced by the attached documents.	

☐ I am not a U.S. person, citizen and/or resident in the U.S. or with a U.S. dual citizenship for tax purposes.

Please proceed with sub-section 8.1.4.

 $Note: you\ are\ considered\ a\ U\ S\ resident\ for\ tax\ purposes\ if\ you\ meet\ certain\ tests\ including\ the\ s\ ubstantial\ presence\ test$ 

Substantial Presence Test:

To meet this test, you must be physically present in the United States for at least:

- 1. 31 days during the current year, and
- 2. 183 days during the 3-year period that includes the current year and the 2 years immediately before that, counting:
  - All the days you were present in the current year, and
  - 1/3 of the days you were present in the first year before the current year, and
  - 1/6 of the days you were present in the second year before the current year.

Some exceptions regarding individual's specific situations are provided on the Internal Revenue Services (IRS) website. For more details, refer to: <a href="https://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test">https://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test</a>

 $<sup>^4\,</sup>$  If further Account Holder, please use the form available as appendix 2 as many times as required

#### 8.1.4. Declaration of Tax Residence (CRS)- Account Holder 2

Note: Declaration of Tax residence is requested in the context of the OECD Common Reporting Standard ("CRS"), an initiative to implement automatic exchange of financial account information on a global basis.

Please indicate your place of tax residence. If resident in more than one country please detail all countries of tax residence and associated Tax ID numbers.

Country of Tax residence	Until **	From**	Tax ID Number (TIN) or equivalent	TIN or equiv alent not av ailable	Reason if TIN or equivalent not available:

- \* \* For individual who moved/will move in a different country during the actual fiscal year, please enter:
  - in the "U ntil" box the year where you stop to be tax resident according to the local tax residence definition of your previous Tax residence country and
  - in the "From" box the year where you begin to be tax resident according to the local tax residence definition of your new Tax residence country

Note: Tax residence definition may be different from a country to another. We invite you to contact your tax adviser for any clarification required

#### Please proceed with sub-section 8.1.5

#### 8.1.5. Declaration and Signature

I/We declare by signing this certification form that the above information is true, complete and accurate. I/We undertake to advise the recipient (Fund, Company and Registrar) promptly and provide an updated Self-Certification form within 30 days of any change in circumstance occurring, which causes any of the information contained in this form to be inaccurate or incomplete.

I/We understand that the information supplied by me/us is covered by the full provisions of the General Terms and Conditions governing the Account Holder's relationship with the Fund/ the Company, setting out how the Fund/ the Company or the Registrar may use and share the information supplied by me/us. I/we acknowledge, in particular, that the information provided is subject to clauses 6 & 7 of the General Terms and Conditions.

Further, I/we acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided 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 pursuant to intergovernmental agreements regarding the exchange of financial account information, or otherwise where required by law.

In juris dictions where the disclosure of the above-mentioned information is not required by law, I/we may refuse to consent. However, I/we recognize that the Fund, the Company or the Registrar may require this information in the future to comply with applicable law and will contact me/us to obtain such information.

 $I/We \ authorize \ the \ Fund, the \ Company \ or \ the \ Registrar \ to \ use \ and \ duplicate \ the \ data \ provided \ in \ this \ form \ internally \ in \ any \ account \ where \ I/We \ am/are \ identified \ as \ beneficiary.$ 

 $I/We \ certify \ that I/we \ am/are \ the \ Account \ Holder(s) \ (or \ am/are \ authorised \ to \ sign for \ the \ Account \ Holder) \ of \ all \ the \ account(s) \ to \ which this form \ relates.$ 

Signature Account Holder 1	Signature Account Holder 2 (if any)
Date of signature	Date of signature
Print Name:	Print Name:
C apacity (Applicable if Power of Attorney given. Please attach a copy of POA):	Capacity (Applicable if Power of Attorney given. Please attach a copy of POA):

If you are a legal entity, please proceed to section 8.2. Otherwise, please proceed to section 9.

# 8.2. Entity Section

 $Please \ complete \ all \ sections \ below \ as \ directed, \ referring \ to \ the \ explanatory \ notes \ in \ the \ Appendices \ to \ this \ form \ for \ key \ definitions.$ 

Notes:

- A ppendix 4 FATCA Notes will provide definitions and instructions to complete sections 8.2.2 to 8.2.4 and 8.2.6
- A ppendix 5 CRS Notes will provide definitions and instructions to complete sections 8.2.5 and 8.2.6
- Where the Account Holder is a Passive Non-Financial Foreign Entity, or an Investment Entity located in a Non-Participating Jurisdiction managed by another Financial Institution—Please provide information on the natural person(s) who exercise control over the Account Holder (individuals referred to as "Controlling Person(s)") in section 8.2.6 of this document or by completing an "Individual self-certification form" for each Controlling Person.

8.2.1. U.S. Person
If you are not a U.S. Person, please proceed to sub-section 8.2.2 or 8.2.4 accordingly.
Please tick and complete as appropriate.
☐ The Entity <b>is</b> a Specified U.S. Person and the Entity's U.S. Federal Taxpayer I dentifying number (U.S. EIN) is as follows:
U.S. EIN:
The Entity is a U.S. Person but <b>not</b> Specified and the Entity's U.S. Federal Taxpayer Identifying number (U.S. EIN) is as follows:
U.S. EIN:
If you have ticked one of the above boxes, please provide us with the applicable W-9 Form (available on the IRS website)
Please proceed to sub-section 8.2.2 if Entity is not a U.S. Person.
Please proceed to sub-section 8.2.4 if non-U.S. Entity is not a Financial Institution
8.2.2. Financial Institutions – FATCA classification
Please tick and complete as appropriate. You might refer to FATCA classification notes in Appendix 4 or to
www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA
To bloom with the control of the stiff with the control of the sti
Is the entity a custodial institution, a depository institution, an investment entity or an insurance company that offers insurance contracts with an investment component or annuity contracts?
☐ <b>Yes</b> ☐ <b>No</b> (Ifno, please proceed to section 8.2.4)
Select from one of the options below as a Foreign (Non-U.S.) Financial Institution (FFI):
□ Reporting Model 1 FFI □ Reporting Model 2 FFI □ Participating FFI
☐ Registered Deemed Compliant FFI (other than Reporting Model 1 FFI or sponsored FFI)
☐ Sponsored FFI (in an IGA model 2 country or in a non IGA country – sponsored entity's GIIN to be provided in this section )
please proceed also to section 8.2.3
Sponsored FFI (in an IGA model 1 country with US reportable accounts or with its own GIIN number available – sponsored entity's
GIIN to be provided in this section) please proceed also to section 8.2.3
A list of the Partner Jurisdictions is available on the U.S. Treasury's website: <a href="http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA-archive.aspx">http://www.treasury.gov/resource-center/tax-policy/treaties/Pages/FATCA-archive.aspx</a>
If you have ticked one of the box above, please provide your Global Intermediary
Identification Number (GIIN)

If	you are a Financial Institution but do not have a GIIN, please tick one of the below reasons:				
	□ Non-Participating Foreign (Non-US) Financial Institution (NPFI)				
	Non-Reporting IGA Model 1 Foreign (Non-US) Financial Institution that is a sponsored entity that doesn't require a GIIN (where this box is checked and the sponsored entity subsequently requires a GIIN, the GIIN should be provided within 30 days of obtaining it.)				
	Non-Reporting IGA Foreign (Non-US) Financial Institution. Please specify:				
	a. The IGA country:				
	b. The Non- reporting category applicable:				
	Exempt Beneficial Owner. Pleasespecify the type of Exempt Beneficial Owner that the Entity is:				
	□ Government Organization □ Central Bank □ Exempt Retirement Fund				
	☐ International Organization ☐ Entity wholly owned by an Exempt Beneficial Owner(s)				
	□ Other (Pleases pecify)				
Na	8.2.3. Sponsored Entity – FATCA classification  Iditional Information required for all Sponsored Entities:  In me of the sponsoring Entity  IN number of the sponsoring Entity  8.2.4. Non-Financial Institutions – FATCA classification				
	8.2.4. Non-Financial Institutions - FATCA classification				
	you are not a Financial Institution, please confirm the Entity's FATCA status below:  A ctive Non-Financial Foreign (Non-U.S.) Entity (NFFE)  Passive Non-Financial Foreign (Non-U.S.) Entity (NFFE)  ease provide required detail for Controlling Persons in section 8.2.6				
	O ther (Pleases pecify)				

 $\textbf{If ``Other'' box is checked, please provide us with the applicable W-8 form as available on the IRS website at \underline{www.irs.gov}.}$ 

8.2.5. CRS Classification			
ear CPS Classification			
one CPS Classification			

# 8.2.5.1. Declaration of Tax Residence-CRS

 $Please indicate the \ Entity's \ country \ of \ tax \ residence. If the \ Entity \ is \ a \ tax \ resident \ in \ more \ than one \ country, \ please \ detail \ all \ countries \ of \ tax \ residence \ and \ associated \ Tax \ ID \ numbers \ or \ equivalents. Should \ below \ space \ be \ insufficient, \ please \ provide \ information \ on \ a \ separate \ sheet.$ 

Country of Tax residence	Tax ID Number (TIN) or equivalent	TIN or equivalent not available	Reason if TIN or equivalent not available:

# 8.2.5.2. Entity type identification

 $P\,lease\,tick\,and\,complete\,as\,appropriate.\,You\,might\,refer\,to\,CRS\,classification\,notes\,in\,Appendix\,5$ 

#### I- Financial Institution (FI)

Investment Entity with tax residence in non-participating jurisdiction and managed by another FI (please fill in Section 8.2.6)
O ther I nvestment E ntity
Financial Institution other than above Investment Entity (Depositary Instritution, Custodial Institution, Specified Insurance Company)
Financial Institution Non Reporting according to your local jurisdiction legislation where you are resident Enter precise category below :

#### II-Non Financial Entity (NFE)

A ctive Non Financial Entity - Corporation that is regularly traded or an affiliate of such corporation
A ctive Non Financial Entity - Governmental Entity or Central bank
A ctive Non Financial Entity - International Organisation
A ctive Non-Financial Entity other than above Active Non Financial Entity classifications
Passive Non-Financial Entity (please fill in Section 8.2.6)

If the Entity is a Passive Non-Financial Entity or Investment Entity with tax residence in non-participating jurisdiction, please provide details of any Controlling Persons. The term Controlling Persons is to be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

# 8.2.6. Controlling Persons identification

This section is mandatory if Entity Type is indicated:

- In section 8.2.4 as Passive Non-Financial Foreign (Non-U.S.) Entity please provide details below of any Controlling Persons
- In Section 8.2.5.1 as Passive Non-Financial Entity please provide details of any Controlling Persons
- In Section 8.2.5.2 as Investment Entity with tax residence in non-participating jurisdiction please provide details of any Controlling Persons

Should below space not be sufficient – please provide information on a separate sheet.

 $Should \, Controlling \, Persons \, have \, more \, than \, one \, tax \, residence, \, please \, use \, the \, below \, space \, or \, provide \, information \, on \, a \, separate \, sheet.$ 

Full name*	Date of birth* (dd/mm/yyyy)	Place of Birth	Full residence Address*	Tax residence country*	TIN or equivalent*	Comments if no TIN or Equivalent*	Role number (please see below table for reference)

#### \* Mandatory Fields

#### Controlling Persons Type - allowed Role number entries:

CP of legal person – ownership	801
CP of legal person – other means	802
CP of legal person – senior managing official	803
CP of legal arrangement – trust – settlor	804
CP of legal arrangement – trust – trustee	805
CP of legal arrangement – trust – protector	806
CP of legal arrangement – trust – beneficiary	807
CP of legal arrangement – trust – other	808
CP of legal arrangement – other – settlor-equivalent	809
CP of legal arrangement – other – trustee-equivalent	810
CP of legal arrangement – other – protector-	811
equivalent	
CP of legal arrangement – other – beneficiary-	812
equivalent	
CP of legal arrangement – other – other-equivalent	813
Unknown	UN

#### 8.2.7. Declaration and signature

The account holder declares by its signature of this self certification form that the above information is true, complete and accurate and undertakes to advise the recipient (the Fund/the Company and the Registrar) promptly and provide an updated Self-Certification form within 30 days of any change in circumstances occurring, which causes any of the information contained in this form to be inaccurate or incomplete.

The account holder understands that the information supplied by them is covered by the full provisions of the General Terms and Conditions governing the Account Holder's relationship with the Fund/ the Company, setting out how the Fund/ the Company or the Registrar may use and share the information supplied by them. The account holder acknowledges, in particular, that the information provided is subject to clauses  $6\ \&\ 7\$  of the General Terms and Conditions.

Further, the account holder acknowledges that the information contained in this form and information regarding the Account Holder/controlling person(s) and any Reportable Account(s) may be provided 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 pursuant to intergovernmental agreements regarding the exchange of financial account information, or otherwise where required by law.

The consent to the communication of the relevant information set out in the foregoing paragraph will be valid for as long as the Entity is a customer of the Fund/Company maintaining the account(s) and beyond in order to enable the Fund/Company and the Registrar maintaining the account(s) to fulfil its statutory obligations

The Applicant(s) will indemnify upon first demand the Fund, the Company, the Registrar or any other agent used by them against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by them arising either directly or indirectly out of or in connection with a breach by the Applicant(s) or out of the Fund, the Company, the Registrar or any other agent used by them relying on, accepting or failing to act on any instruction or declaration or information given by or on behalf of the Applicant(s) unless due to the wilful default, fraud or gross negligence of the Fund, the Company, the Registrar or any other agent used by them.

I/We authorise the Fund/ the Company and the Registrar to use and duplicate the data provided in this form internally in any account where the Entity is identified as a beneficiary.

 $I/We\ certify\ that I\ am\ the\ Representative\ of\ the\ Account\ Holder\ (or\ am\ authorized\ to\ sign\ for\ the\ Account\ Holder\ (Controlling\ Person)\ of\ all\ the\ account\ (s)\ to\ which\ this\ form\ relates.$ 

Signature of the Entity representative	Signature of the second Entity representative
Date and place of signature	Date and place of signature
Name:	Name:
Title:	Title:

Please proceed to section 9

<u>9.</u>	ECON	OMIC OR	IGIN OF T	HE MONIE	S INVEST	ED		
	9.1. W	/here inves	ting on own	behalf:				
The A					iption is coming fro	m: (pleasetickt	he right choice)	
	Sale of rea Redemption details) Savings on Treasury i Underlying Underlying	e (please provide al estate (please pon from other invensalary nvestment (Corpog Life I nsurance prog Non Life I nsuranease describe)	rovide s ome detai stments (please p rate) roducts	rovide s ome	Details:			
Main	n country of	origin of the funds	invested:					
		Signature of the	e account holde	r	S	Signature of the	account holder 2	2
	9.2. W	/here interr	nediary inv	esting in ow	n name on l	behalf of th	ird party(ie	es):
The A				_	iption is coming fro			
	Retail cus	tomers						
	Worth Ind	nking/Wealth mar ividuals ial c ustomers	na gement custome	ers , High Net			ındera discretiona ck as appropriate)	
	O ther (ple	ease describe)						
Main	n country of	origin of customer	· base:					
				ent from above): _				
Expo	osure to PEP	in %:						
		Signature of tl	he account holde	er		Signature of the	account holder	2
Pleas	se procee	d to section 10						
<u>10.</u>	EXPE	CTED VOL	UMES & F	REQUENC	Y			
Comp	any's clients	'assets) acting or	n behalf of third pa		lly owned Nominee Investment Fund, n11.			
					vestmentin the fur holder, the benef			
1	l <b>0.1.</b>	Expected	l frequenc	y of tradi	ng			
Please	etick the an	tici pated frequenc	y:					
		,	· 					
	ingle saction	□ Daily	☐ Weekly	☐ Monthly	☐ Q uarterly	☐ Semi- annual	☐ Annual	☐ Ad-hoc

# 10.2. Expected investment amount \*

□ Individuals	By transaction:	☐ Up to EUR 10.000 (or equivalent)	between EUR 10.000 and 50.000 (or equivalent)	□ over EUR 50.000 (or equivalent)
	Expected Total Investment:	Expected amount to be invested during the first year:		
☐ Financial Institutions, Insurance Companies, Pension Funds, Investment Funds, Listed Companies	By transaction:	☐ Less than EUR 10 millions (or equivalent)	☐ between EUR 10 millions and 50 millions (or equivalent)	□ over EUR 50 millions (or equivalent)
	Expected Total Investment:	Expected amount to be invested during the first year:		
☐ O ther types of investors	By transaction:	☐ Less than EUR 1 million (or equivalent)	☐ between EUR 1 million and 10 millions (or equivalent)	☐ over EUR 10 millions (or equivalent)
	Expected Total Investment:	Expected amount to be invested during the first year:		

Please proceed to section 11

<sup>\*</sup> mandatory data

#### 11. DECLARATION BY THE ACCOUNT HOLDER

The following declaration is to be signed by each Account Holder:

Joint account: The declaration must be signed by all joint account holders individually.
 Minors: The declaration must be signed by the guardian on behalf of the Minor.

• Corporate: The declaration must be signed by a legal representative of the company, supported by documentary evidence of

the authorisation to sign on behalf of the corporate.

Intermediary: The declaration must be signed by a legal representative of the intermediary, supported by documentary

evidence of the authorisation to act on behalf of the Account Holder.

#### The Account Holder

- **11.1.** declares to be over 18 years old and having full capacity to subscribe, hold and deal in shares of the Fund;
- 11.2. understands that its application is subject to verification for receipt and acceptance by the Fund, the Company, the Registrar or any other agent appointed by them;
- **11.3.** declares and agrees that any further application for shares by it shall be (i) made or be deemed to be made in accordance with the then relevant documentation and (ii) understood as reiteration of all information made herein;
- **11.4.** hereby confirms that the money or assets invested by it are neither directly nor indirectly the proceeds of any criminal act within the meaning of applicable Luxembourg law.
- **11.5.** declares to have received, read, understood and agreed the applicable Key Investor Information document(s) at the time of the signature of this application form related to the share-classes or sub-funds of the Fund.
- **11.6.** declares to agree to provide upon request of the Fund, The Company, the Registrar or any agent they may use, the necessary supporting identification documentation as requested by Luxembourg laws.
- 11.7. declares that the information contained in this application form is correct at the time of completion and undertakes to promptly inform the Registrar of any changes.
- **11.8.** declares it has been advised about and taken knowledge of the applicable General Terms and Conditions and explicitly agrees to clause 7.

Signature of the account holder or Company representative	Signature of the second account holder (if any) or company representative
Date and place of signature	Date and place of signature
Name:	Name:
Title:	Title:

# APPENDIX 1 General Terms and Conditions

#### 1. General

- 1.1. These Terms and Conditions relate to the opening of a register account for the purposes of subscription of shares in the Fund. The Fund if applicable the Company has delegated to the Registrar the register and transfer agent duties. i.e. to maintain and keep the investors register and the Applicant(s) agree(s) to be bound by these Terms and Conditions in addition to any other official documents issued by the Fund.
- **1.2.** The Fund, the Company, the Registrar or any other agent used by them reserves the right to
  - 1.2.1. reject any application in whole or in part which is not complete, supported by required documentation or for any other reason at their sole discretion.
  - 1.2.2. to request additional information and documentation, including, but not limited to, translations and certifications relating to such additional requests from the Applicant(s) and existing investors in compliance with the legislation and regulations in force from time to time

#### 2. Prevention of Money Laundering and fight of terrorist financing

- 2.1. All Applicants understand that due to the changing nature of laws and regulations and the possible extensions of applicable rules, the Fund, the Company, as well as the Registrar or any other agent used by them may update and amend its procedures as might be required from time to time to comply with such amendments.
- **2.2.** In compliance with applicable anti-money laundering laws and regulations, the Fund, the Company, the Registrar or any other agent used by them may require
  - 2.2.1. further information to carry out the required identification of the Applicants or an existing investor before the application can be processed or the redemption proceeds paid out; and
  - 2.2.2. the documentation to be renewed in accordance with applicable regulation and market practice.
- **2.3.** The Fund, the Company and the Fund may agree to open accounts even if the documentation is not complete to ease the timely subscription to the Fund. In such exceptional case
  - 2.3.1. the register account will be opened for subscriptions but blocked for redemptions.
  - 2.3.2. redemption orders on blocked accounts will be executed, but the redemption proceeds will be hold pending and not be paid to the Account Holder unless the documentation is complete.
  - 2.3.3. Distribution proceeds and transfer out will be hold pending unless the documentation is complete.
  - 2.3.4. Redemption proceeds according to clause 2.3.2 will not be subject to remuneration or interest bearing.
- **2.4.** The Fund, the Company and the Registrar reserve the right to charge in accordance with clause 6.1 an Account Holder additional fees, if the Account Holder generates additional costs through non-collaboration for the purposes of this clause.

#### 3. Joint Applicants

- **3.1.** If more than one person is named as "Account Holder" in a single Application and Account Opening Form, all Applicants will be considered as joint Applicants. As such, they authorize the Fund, the Company, the Registrar or any other agent used by them to act and rely on the signed or purportedly signed instructions of any one of the Applicants without liability with respect to any transfer, payment or other act made or done or omitted to be done in accordance with such instructions.
- 3.2. The joint holders shall determine between them, by separate agreement, the rights of any joint account holder on the account. The Fund, the Company, the Registrar or any other agent used by them, may at any time request each joint account holder to inform it about this determination and provide evidentiary support. Under no circumstances can the knowledge that the Fund, the Company, the Registrar or any other agent used by them has about the distribution of assets between the account holders of a joint account be used against the Fund, the Company, the Registrar or any other agent used by them.
- **3.3.** The Applicants hereby confirm that upon the death of any of the undersigned, this individual signatory power will continue to be in force. The Fund, the Company, the Registrar or any other agent used by them may rely and act without liability on any instruction including the transfer or redemption of the Shares signed by the survivor(s) unless the Fund, the Company, the Registrar or any other agent used by them has been informed in writing of the contrary.
- 3.4. Unless otherwise advised in writing, all notices and communications shal be addressed and all payments directed to the first Applicant specified in section 1.1 of the present Application and Account Opening Form (the "First Applicant").

#### 4. Power of Attorney

**4.1.** Where a Power of Attorney Form is required, a certified copy must be provided.

#### 5. Application by a Minor

- **5.1.** For the purposes of this Application and Account Opening Form, a minor ("Minor") is defined as every Applicant under the age of 18 years old.
- **5.2.** If the Application and Account Opening Form is submitted on behalf of, and the register account to be opened in the name of a Minor, the Application and Account Opening Form must be signed by the legal guardian(s) ("Legal Guardian"). Duly certified proof of the legal

- guardianship has to be submitted in writing to the Registrar or any other agent used by them. The legal guardian(s) must provide a certified copy of a valid ID card/passport of their own and the Minor.
- **5.3.** The Legal Guardians, where more than one legal guardian exists, may authorize, to the extent permitted by any applicable law, one or another by notice in writing to the Registrar or any other agent used by them to represent the person under 18 years old solely. Such needs to be provided to the Registrar in original duly signed by each guardian. Sole representation will become effective two business days after receipt by the Registrar of said original.
- 5.4. Upon reaching the age of 18 years, the (former) Minor must inform the Fund, the Company, the Registrar or any other agent used by them and submit a new Application and Account Opening Form signed by itself as the Account Holder. Until the new Application and Account Opening Form duly signed by the Account Holder has been received and accepted, the Fund, the Company, the Registrar or any other agent used by them, transactions will not be processed.

#### 6. Indemnity

- **6.1.** The Applicant(s) will indemnify upon first demand the Fund, the Company, the Registrar or any other agent used by them against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by them arising either directly or indirectly out of or in connection with a breach by the Applicant(s) of these Terms and Conditions or out of the Fund, the Company, the Registrar or any other agent used by them relying on, accepting or failing to act on any instruction or declaration or information given by or on behalf of the Applicant(s) unless due to the willful default, fraud or gross negligence of the Fund, the Company, the Registrar or any other agent used by them.
- Confidentiality, data processing, outsourcing, delegation and professional secrecy
- 7.1. The Fund, the Company, the Registrar or any other agent used by them agree to keep all information concerning the Applicant(s) confidental unless required to disclose such information to third parties by applicable Law or by formal instruction of the Applicant(s) or as further described in this section.
- 7.2. The Applicant(s) agree(s) that the Fund, the Company, the Registrar or any other agent used by them may be requested to disclose personal details for the processing of cash payment instructions in accordance with the mandatory obligation provided in Article 5 of the law of November 12, 2004 (as amended) regarding the fight against money laundering and terrorism financing.
- 7.3. The Applicant(s) agree(s) that any information relating to it/them, including without limitation, any personal data as defined in the EU General Data Protection Regulation (the "Data Law") such as for example identification data, account information, contractual and other documentation, transactional information, details of shareholding either given in this Application and Account Opening Form or otherwise held by the Fund, the Company or the Registrar, acting as controller or processor, on application or at any other time (the "Investor Information"), will be stored in digital form or otherwise and processed in accordance with the Data Law. Investor Information may also include personal data, for example, regarding employees, directors, officers, legal representatives, beneficial owners, trustees, settlors, signatories, shareholders or otherwise. As per the before said, each Applicant
  - 7.3.1. agrees that the Fund, as well as, where relevant the Company and those companies to which the Fund, the Company delegate distribution or investor servicing duties (e.g. the Registrar), the distributors or any other service providers such as representatives or third-party agents (the "Data Processors") will collect, retain, maintain, disclose and transfer Investor Information in accordance with applicable laws, including potentially to their group's world wide offices or affiliates.
  - 7.3.2. understands that the Investor Information supplied will enable the Fund as well as, where relevant, the Company, and any of the Data Processors, to administer its account and provide appropriate services.
  - 7.3.3. acknowledges that the Fund, the Company, as well as, where relevant, the Data Processors may be required by applicable laws and regulation to provide the Investor Information to tax, supervisory or other authorities in various jurisdictions, in particular without limitation those where (i) the Fund is or is seeking to be registered for public or limited offering of its shares, (ii) investors are resident, domiciled or citizens, (iii) the Fund, as well as, where relevant the Company, the Registrar and those companies to which the Fund, the Company or the Registrar (sub-)delegate and/or outsource distribution or investor servicing duties, (iv) the distributors or any other service providers such as representatives orthird-party agents is or is seeking to be registered, licensed or otherwise authorised to invest. The Company, the Fund or the Registrar shall not be liable for any consequences resulting from such disclosure and/or transfer.
  - 7.3.4. agrees that Investor Information may be transferred to or stored in a country that does not have equivalent data protection laws to those of the European Union.

- 7.3.5. waives in favour of the Fund, as well as, where relevant the Company, the Registrar and those companies to which the Fund, the Company or the Registrar outsource and/or delegate distribution or investor servicing duties, the distributors or any other service providers such as representatives or third-party agents the Luxembourg professional secrecy requirements relating to the financial sector.
- 7.4. The Applicant(s) hereby explicitly consent(s) and agree(s) that Investor Information may be disclosed and transferred by the Fund, the Company, or any other agent used by them to external parties such as the Fund's sponsor, the Fund's Authorized Distributors or as deemed necessary by the Fund, the Company, the Registrar or any other agent used by them for the provision of enhanced shareholders' related services and, particularly in the case of the Registrar, for the outsourcing and delegation of activities to third-party service providers in or outside its group (the "Subcontractors") as part of its Transfer and Registrar Agent duties. The Applicant(s) further agree(s) to Investor Information (subject to the application of local laws and/or regulations) being transferred and used outside Luxembourg, and therefore being potentially subject to the scrutiny of regulatory and tax authorities outside Luxembourg. The Applicant(s) is/are informed that the purposes of the relevant outsourcing arrangements set-up by the Registrar, the Investor Information that may be transferred to Subcontractors thereunder, as well as the country where those Subcontractors are located, are described in the following table:

Type of Investor Information transmitted to Sub- Contractors	Country where the Sub- Contractors are established	Nature of the outsourced activities
Investor Information (any information relating to the Applicant(s), including without limitation, any personal data as defined in the Data Law, such as for example identification data, account information, contractual and other documentation, transactional information, details of shareholding either given in this Application and Account Opening Form or otherwise held by the Fund, the Company or the Registrar, acting as controller or processor, on application or at any other time)	Belgium Canada Hong Kong India Ireland Jersey Luxembourg Malaysia Poland Singapore United Kingdom United States of America	Transfer agent/ shareholders services (incl. global reconciliation) Treasury and market services Trinfrastructure (hosting services, including cloud services) Tr system management / operation Services Tr services (incl. development and maintenance services) Reporting Investor services activities

- 7.5. Investor Information may be transferred to Subcontractors established in countries where professional secrecy or confidentiality obligations are not equivalent to the Luxembourg professional secrecy obligations applicable to the Registrar. In any event, the Registrar is legally bound to, and has committed to the Fund that it will enter into outsourcing arrangements with Subcontractors which are either subject to professional secrecy obligations by application of law or which will be contractually bound to comply with strict confidentiality rules. The Registrar further committed to the Fund that it will take reasonable technical and organizational measures to ensure the confidentiality of the Investor Information subject to thetransfer and to protect Investor Information against unauthorized processing. Investor Information will therefore only be accessible to a limited number of persons within the relevant Subcontractor, on "a need to know" basis and following the principle of the "least privilege". Unless otherwise authorised/required by law, or in order to comply with requests from national or foreign regulatory authorities or law enforcement authorities, the relevant Confidential Information will not be transferred to entities other
- than the Sub-contractors.

  7.6. The consent given in this section shall remain valid during as long as the Applicant(s) is/are a shareholder(s)/unitholder(s) of the Fund.
- 7.7. The Applicant(s) is/are aware that, notwithstanding the foregoing, it/they will be able, at any time, to exercise his/their rights provided for by the Data Law by contacting the Fund, the Company or the Registrar using the contact details mentioned on this Application Form. As such action may affect the existence or continuation of the provision of services by the Fund, the Company, the Registrar or any of their agent or service provides, the Applicant(s) acknowledge(s) that neither the Fund, the Company, the Registrar or any of their agent or service provides

will be liable for any loss or damage incurred by the Applicant(s) in connection with such action. The Fund or the Company, will, however reserve the right to redeem the participation of the Applicant(s) to ensure full compliance with the applicable laws and regulations and will remain liable for the proper handling and fulfillment of its data protection duties.

**7.8.** In connection with personal data, the Applicant(s) shall inform and obtain consent from any relevant individual that data relating to them may be shared as described in this General Terms and Conditions.

#### 8. Document and information retention

- **8.1.** The Applicant(s) acknowledge(s) and agree(s) that Investor Information will be held by the Fund, the Company, the Registrar or any other agent used by them and may be subject to data processing.
- **8.2.** The Fund, the Company, the Registrar or any other agent used by them will keep the Investor Information at least 10 years during the relationship and 5 years after the end of the relationship between the Applicant(s) and the Fund, unless otherwise required by applicable laws.

#### Instructions

- 9.1. All notices, reports, statements, documents and communications will be sent at the risk of the Applicant(s) by ordinary mail or where otherwise specified by Luxembourg legislation or the Fund's constitutional documents, by registered mail to the address of the First Applicant unless otherwise specified by the Applicant(s) in writing. The Applicant(s) assume(s) all risks and in particular those arising from delays in delivery including but not limited to errors in communication. The Applicant(s) hold(s) harmless the Fund, the Company, the Registrar or any other agent used by them of all responsibility in this respect.
- **9.2.** All notices, reports, statements, documents and communications sent to the address of the first Applicant are deemed to have been effected to all the Applicants on the date sent to the first Applicant's address.
- 9.3. Instructions may be given by letter or facsimile and are at the risk of the Applicant(s). The Applicant(s) assume(s) all risks and in particular those arising from delays in delivery, errors in communication, or comprehension, including but not limited to, errors as to the information contained in the instruction. The Applicant(s) hold(s) harmless the Fund, the Company, the Registrar or any other agent used by them of all responsibility in this respect.
- 9.4. The Applicant(s) specifically agree(s) that for instructions sent by fax he/they hold the Fund, the Company, the Registrar or any other agent used by them fully indemnified from and against all liabilities, losses, costs, actions, proceedings, claims and demands which may be incurred by or brought or made against the Fund, the Company, the Registrar or any other agent used by them arising directly or indirectly from having acted upon such instructions.
- **9.5.** In case the application form is sent by fax, the original must also be sent to the Fund, the Company, the Registrar or any other agent used by them.
- 9.6. A fax authority is not sufficient for notifications of change of name, notification of death, deed of pledges and appointment of an attorney or any other notification or instruction where original documentation is required to be sent by post to the Fund, the Company, the Registrar or any other agent used by them.
- 9.7. The Applicant(s) shall check the accuracy of the details contained in the contract notes and statements of accounts sent by the Fund, the Company, the Registrar or any other agent used by them. Failure to report any inaccuracy within 30 business days of their dispatch will result in the confirmation details to be deemed accurate by the Applicant(s).

#### 10. Telephone Recording

10.1. The Applicant(s) specifically accept(s) that telephone-recording procedures may be used by the Fund, the Company, the Registrar or any other agent used by them and agree(s) that these records may be used in court or any legal proceeding, with the same value as written evidence.

#### 11. Electronic signature

11.1. The Applicant(s) hereby agree(s) that this form may be executed by advanced electronic signature, as defined under Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market. The Applicant(s) hereby agree(s) that executing this form by advanced electronic signature shall be equivalent to receiving the original thereof. The Applicant(s) is/are aware of the technical and legal limitations of advanced electronic signatures and hereby warrant(s) and represent(s) that such advanced electronic signature is valid and legally binding in jurisdictions it/they may respectively be subject to, and it/they waive(s) any potential right or claim relating to the existence or validity of such advanced electronic signature as well as relating to the validity of this form on the ground that it has been executed by way of such advanced electronic signature.

#### 12. Fraudulent use of signature

- 12.1. Neither the Fund, the Company, the Registrar or any other agent used by them shall be liable for the fraudulent use by a third party of the Applicant's signature, whether this signature be authentic or forged ("Fraudulent Instruction").
- 12.2. Except in the event of gross negligence on the part of the Fund, the Company, the Registrar or any other agent used by them in the verification of the signatures and signatory powers on the documentation, the Fund, the Company, the Registrar or any other agent used by them shall not be liable for any damage, loss, expense or liability of any nature which the Applicant(s) may suffer due to the reliance by the Fund, the Company, the Registrar or any other agent used by them on a Fraudulent Instruction which the Fund, the Company, the Registrar or any other

agent used by them believe in good faith to be genuine and to have been given or signed by the  ${\sf Applicant}(s).$ 

#### 13. Severance

13.1. If any provision or clause of these Terms and Conditions is or becomes void or unenforceable in whole or in part for any reason such enforceability or invalidity shall not affect the validity of the remaining terms and conditions. Terms and Conditions corresponding in sense must replace the invalid terms and conditions.

#### 14. Applicable law

14.1. The laws of the Grand Duchy of Luxembourg shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg.

#### 15. Final Provision

**15.1.** These Terms and Conditions form an integral part of the Application and Account Opening Form, which Applicant(s) declare(s) having accepted by signing this Application and Account Opening Form.

# **APPENDIX 2 Additional Account Holder Declaration**

This Additional Account Holder Declaration is provided in addition to the ACCOUNT OPENING AND APPLICATION FORM.

The Applicant confirms by its signature below that he has taken knowledge of and agrees to the ACCOUNT OPENING AND APPLICATION FORM, the contained declarations as well as the included General Terms and Conditions.

☐ Mr ☐ Mrs ☐ Ms (ple	ase tick the right choice)	☐ Joint account with alternate signatory rights ☐ Joint account with all signatory rigths (please tick the right choice		
Surname(s)		FirstName		
Date of birth (DD/MM/YYYY) / /	Place & Country of birth	O ccupation:	Nationality	
Passport / ID Number: (circle the right choice)	Issuing Country:	Expiration Date (DD/MM/YYYY) / /	Double Nationality:  Never Renounce Yes, which:	
Registered Address* Street Number:	Registered Address Town/Village:	Registered Address Post Code:	Registered Address Country:	
Mailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:	
Telephone:	Fax:	E-Mail:	M o bile-Phone:	
	ate economic beneficiary of the	-		
Declaration of US Citiz	zenship or US residenc	ce for Tax Purposes (F/	ATCA)	
Please tick and complete as appro	priate.			
I confirm that:				
□ I am a U.S. person, citizen and identifying number (U.S. TIN) is a		.S. dual citizenship for tax purposes	and my U.S. federal taxpayer	
U.S.TIN:				
☐ I confirm that I was born in th as evidenced by the appropriate d		no longer a U .S. citizen as I have v	oluntarily surrendered my citizenship	
☐ I am not a U.S. person, citizer	n and/or resident in the U.S. or with	n a U.S. dual citizenship for tax purp	oses.	
Please proceed with nextsection b	pelow.			
Note: you are considered a US res	sident for tax purposes if you meet	certain tests including the substanti	al presence test	

Substantial Presence Test:

To meet this test, you must be physically present in the United States for at least:

- 31 days during the current year, and
- 183 days during the 3-year period that includes the current year and the 2 years immediately before that, counting:

  - All the days you were present in the current year, and 1/3 of the days you were present in the first year before the current year, and
  - 1/6 of the days you were present in the second year before the current year.

Some exceptions regarding individual's specific situations are provided on the Internal Revenue Services (IRS) website. For more details, refer to: https://www.irs.gov/Individuals/International-Taxpayers/Substantial-Presence-Test

<sup>&</sup>lt;sup>5</sup> Please note that in the case of a joint account with alternate signatory rights, all Applicants will be considered as joint account holders, but each joint account holder has an individual signatory power to engage the account on behalf of all; in the case of a joint account with all signatory rights, signatures of all joint account holders are required.

#### **Declaration of Tax Residence (CRS)**

Note: Declaration of Tax residence is requested in the context of the OECD Common Reporting Standard ("CRS"), an initiative to implement automatic exchange of financial account information on a global basis.

Please indicate your place of tax residence. If resident in more than one country please detail all countries of tax residence and associated Tax ID numbers.

Country of Tax residence	Until **	From**	Tax ID Number (TIN) or equivalent	TIN or equivalent not available	Reason if TIN or equivalent not available:

- \* \* For individual who moved/will move in a different country <u>during the actual fiscal year</u>, please enter:
  - in the "Until" box the year where you stop to be tax resident according to the local tax residence definition of your previous Tax residence country and
  - in the "From" box the year where you begin to be tax resident according to the local tax residence definition of your new Tax residence country

Note: Tax residence definition may be different from a country to another. We invite you to contact your tax adviser for any clarification required

#### **Declaration and Signature**

I declare by signing this certification form that the above information is true, complete and accurate. I undertake to advise the recipient (Fund, Company and Registrar) promptly and provide an updated Self-Certification form within 30 days of any change in circumstance occurring, which causes any of the information contained in this form to be inaccurate or incomplete.

I understand that the informations upplied by me is covered by the full provisions of the General Terms and Conditions governing the Account Holder's relationship with the Fund/ the Company, setting out how the Fund/ the Company or the Registrar may use and share the information supplied by me. I acknowledge, in particular, that the information provided is subject to clauses 6 & 7 of the General Terms and Conditions.

Further, I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided 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 pursuant to intergove mmental agreements regarding the exchange of financial account information, or otherwise where required by law.

In juris dictions where the disclosure of the above-mentioned information is not required by law, I may refuse to consent. However, I recognize that the Fund, the Company or the Registrar may require this information in the future to comply with applicable law and will contact me to obtain such information.

 $I\ authorize\ the\ Fund, the\ Company\ or\ the\ Registrar\ to\ use\ and\ duplicate\ the\ data\ provided\ in\ this\ form\ internally\ in\ any\ account\ where\ I\ am\ identified\ as\ beneficiary.$ 

 $I\ certify\ that\ I\ am\ the\ Account\ H\ older(s)\ (or\ am\ authorised\ to\ sign\ for\ the\ Account\ H\ older)\ of\ all\ the\ account(s)\ to\ which\ this\ for\ m\ relates.$ 

Cianatura of the account holder
Signature of the account holder
Date and place of signature
Print Name:
C apacity (Applicable if Power of Attorney given. Please attach a copy of POA
Capacity (Applicable ii Powei of Attorney given. Please attach a copy of POA

# **APPENDIX 3 Ultimate Economic Beneficiary information**

This Ultimate Economic Beneficiary information is provided in addition to the ACCOUNT OPENING AND APPLICATION FORM.

 $The Applicant confirms \ by its signature \ below \ that he has taken knowledge of and agrees to the ACCOUNTOPENINGAND APPLICATION FORM, the contained declarations as well as the included General Terms and Conditions.$ 

Surname(s)		FirstName			
Date of birth (DD/MM/YYYY)	Place & Country of birth	O ccupation and area of activity:	Nationality		
assport / ID Number:	Is suing Country:	Expiration Date (DD/MM/YYYY) / /	Double Nationality: ☐ Never ☐ Renounced ☐ Yes, which:		
egistered Address* treet Number:	Registered Address Town/Village:	Registered Address Post Code:	Registered Address Country:		
ailing Address if different from above Street Number	Mailing Address Town/Village:	Mailing Address Post Code:	Mailing Address Country:		
elephone:	Fax:	E-Mail:	Mobile-Phone:		
P.O. Box and "in care of" addres	sses are not valid registered address.	These are acceptable for mailing purpo	ses.		
	ate economic beneficiary				

Date and place of signature

#### **APPENDIX 4 - FATCA Notes**

#### The following are the definitions for the purpose of FATCA Entity classification:

Active Non Financial Foreign Entity (NFFE)

The term Active NFFE means any NFFE which meets any of the following criteria:

- a. Less than 50 per cent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 per cent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities
- The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;
- The NFFE is a government (other than the U.S. government), a political subdivision of such government (which, for the avoidance of doubt, includes a state, province, county, or municipality), or a public body performing a function of such government or a political subdivision thereof, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- $The \ NFFE\ primarily\ engages\ in\ financing\ and\ hedging\ transactions\ with,\ or\ for,\ Rel\ ated\ Entities$ that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution:
- The NFFE is an "excepted NFFE" as described in relevant U.S. Treasury Regulations (This category includes essentially certain retirement funds); or
- The NFFE meets all of the following requirements:
  - i. It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;

  - It is exempt from income tax in its jurisdiction of residence; It has no shareholders or members who have a proprietary or beneficial interest in its income or assets
  - The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; and
  - The applicable laws of the NFFE's jurisdiction of residence or the NFFE's formation documents require that, upon the NFFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFFE's jurisdiction of residence or any political subdivision thereof.

#### Deemedcompliant FFI

The term deemed-compliant FFI means,

Under the IRS Regulations:

- A registered deemed-compliant FFI
- 2. A certified deemed-compliant FFI
- An owner-documented FFI
- 4. A QI branch of a U.S. financial institution that is a reporting FFI under IGA Model 1

Under the Luxembourg IGA (concerning investments funds)

- Sponsored Investment Entity and Sponsored Controlled Foreign Corporation
- Sponsored, Closely Held Investment Vehicle
- Investment Advisors and Investment Managers
- Collective Investment Vehicles
- Restricted Fund

Exempt Beneficial owner	The following Entities shall be treated as Exempt Beneficial Owners:  1. Exempt Beneficial Owners other than Funds.  a. Governmental Entity.  b. International Organization.  c. Central Bank.  2. Funds that Qualify as Exempt Beneficial Owners  a. Treaty-Qualified Retirement Fund  b. Broad Participation Retirement Fund  c. Narrow Participation Retirement Fund  d. Pension Fund of an Exempt Beneficial Owner  e. Investment Entity Wholly Owned by Exempt Beneficial Owners  Under the Luxembourg IGA, with respect to funds:  3. SEPCAVs  4. ASSEPs,  5. Pension funds subject to the supervision of the Commissariat aux Assurances.  6. Investment Entity Wholly Owned by Exempt Beneficial Owners		
Financial Institution (FI)	The term "Financial Institution" means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.		
Foreign Financial Institution (FFI)	The term FFI or foreign financial institution means, with respect to any entity that Institution (FFI) is not resident in a country that has in effect a Model 1 IGA or Model 2 IGA, any financial institution that is a foreign (non-U.S.) entity. With respect to any entity that is resident in a country that has in effect a Model 1 IGA or Model 2 IGA, an FFI is any entity that is treated as a Financial Institution pursuant to such Model 1 IGA or Model 2 IGA.		
GlIN (Global Intermediary Identification Number)	The term GIIN or Global Intermediary Identification Number means the number that is assigned to a participating FFI or registered deemed-compliant FFI or a reporting Model 1 FFI for purposes of identifying such entity to withholding agents. All GIINs will appear on the IRS FFI list.		
Investment Entity	The term Investment Entity means any entity that primarily conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:  1. trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments;  2. transferable securities; or commodity futures trading;  3. individual and collective portfoliomanagement; or  4. otherwise investing, administering, or managing funds or money on behalf of other persons.  5. This term shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations.		
Non-Participating Financial Institution	The term "Non-Participating Financial Institution" means an FI, which is neither a Participating FFI, nor a Deemed Compliant FFI, nor an Exempt Beneficial Owner. The definition includes a Luxembourg Financial Institution or other Partner Jurisdiction  Financial Institution treated as a Non-participating Financial Institution pursuant to subparagraph 2(b) of Article 5 of the Luxembourg IGA or the corresponding provision in an agreement between the United States and a Partner Jurisdiction. Pursuant to subparagraph 2(b) of Article 5 of the Luxembourg IGA, a Non-participating Financial Institution is a Financial Institution that has not solved its non-compliance within a period of 18 months after notification of significant non-compliance is first provided.		
Non-Reporting Financial Institution	The term "Non-Reporting Financial Institution" means any Financial Institution, or other Entity resident in a FAT CA partner jurisdiction that is described in Annex II as a Non-Reporting Financial Institution or that otherwise qualifies as a deemed-compliant FFI or an exempt beneficial owner under relevant U.S. Treasury Regulations in effect on the date of signature of the relevant Intergovernmental Agreement.		
Participating FFI	The term Participating FFI means a Financial Institution that has agreed to comply with the requirements of an FFI agreement, including a Financial Institution described in a Model 2 IGA that has agreed to comply with the requirements of an FFI Agreement. The term Participating FFI also in includes a qualified intermediary branch of a Reporting U.S. Financial Institution, unless such branch is a Reporting Model 1 FFI.		
Passive NFFE	A "Passive NFFE" means any NFFE that is not (i) an Active NFFE, or (ii) a withholding foreign partnership or withholding foreign trust pursuant to relevant U.S. Treasury Regulations.		
Registered Deemed- compliant FFI	Under the IRS Regulations, the term registered deemed-compliant FFI, means an FFI registers with the IRS to declare its status, and includes:  1. Local FFIs 2. Non-reporting members of participating FFI groups 3. Qualified collective investment vehicles 4. Restricted funds 5. Qualified credit card issuers 6. Sponsored investment entities and controlled foreign corporations. Under the Luxembourg IGA, there are not registered deemed compliant statuses, all deemed compliant status are non-reporting and therefore do not need to register with the IRS.		
Reporting Financial Institution	The term "Reporting Financial Institution" means a Reporting FAT CA Partner Financial Institution or a Reporting U.S. Financial Institution, as the context requires.  In the context of the Luxembourg IGA means a Reporting Luxembourg Financial Institution ("Luxembourg FI")		

Restricted distributor	The notion of Restricted Distributor is not mentioned in the IGA. A restricted distributors is a very small distributor (less than 30 customers of which at least half are related persons), which acts locally; i.e. it has not a fixed place of business outside its country of incorporation. For a full definition, please refer to the U.S. Treasury Regulations at "definition of a restricted distributor".			
Specified U.S.	The term Specified U.S. Person means a U.S. Person, other than:			
Specified U.S. person	<ol> <li>a corporation the stock of which is regularly traded on one or more established securities markets;</li> <li>any corporation that is a member of the same expanded affiliated group as a corporation described in clause (i) above;</li> <li>the United States or any wholly owned agency or instrumentality thereof;</li> <li>any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;</li> <li>any organization exempt from taxation under section 501(a) of the U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code;</li> <li>any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code;</li> <li>any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64);</li> <li>any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code;</li> <li>any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code;</li> <li>a dealer in securities, commodities, or derivative financial instruments (including notional principal)</li> </ol>			
	contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; or  12. a broker as defined in section 6045(c) of the U.S. Internal Revenue Code.			

# **APPENDIX 5 - CRS Notes**

The following are the definitions for the purpose of CRS Entity classification:

### **Financial Institution**

Financial Institution	The term "Financial Institution" means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.
Investment Entity with tax residence in non-participating jurisdiction and managed by another FI (please fill in Section 8.2.6)	Any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Financial Institution and (ii) not a Participating Jurisdiction Financial Institution.  "An Entity is "managed by" another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in clause (i) above in the definition of 'Investment Entity'.  An Entity only manages another Entity if it has discretionary authority to manage the other Entity's assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity, if any of the managing Entities is such another Entity.  CRS requires Reporting Financial Institution to consider such Investment Entity as Passive NFE and to provide information on Controlling Persons of the Entity.
Other Investment Entity	An Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:  Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;  Individual and collective portfolio management; or  Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons
Financial Institution other than above Investment Entity (Depository Institution, Custodial Institution, Specified Insurance Company)	<ul> <li>Any Financial Institution that is:</li> <li>a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;</li> <li>a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;</li> <li>an Exempt Collective Investment Vehicle; or</li> <li>a Trustee-Documented Trust: a trust where the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported with respect to all Reportable Accounts of the trust;</li> </ul>
Financial Institution Non Reporting according to your local jurisdiction legislation where you are resident (type to precise below)	OECD is providing a definition of Non Reporting FI in the handbook p46 which includes:  c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard.  Following this, some EU countries defined some specific local entities which are falling in thisc) definition, published in the "Official Journal" of the European Union In addition, the OECD requests in the handbook p 210, point 15:  A jurisdiction must have procedures in place to ensure that Non-Reporting Financial Institutions and Excluded Accounts defined in domestic law continue to have a low risk of being used to evade tax. This could include particular Entities or types of Entities. These procedures should include a periodic review of such status. This review may be performed as part of a regular tax audit or as a separate inquiry or review.  Therefore, the classification will allow CACEIS ISB to identify such entities and to do a quick reasonable test to confirm they are listed in their domestic law as a specific non Reporting Financial Institution.

#### Non-Financial Institution

- Active Non Financial Entity Corporation that is publicly traded or an affiliate of a publicly traded corporation
- Active Non Financial Entity Governmental Entity or Central Bank
- Active Non Financial Entity International Organisation
- Active Non-Financial Entity other than above Active Non Financial Entity categories

An entity will be classified as Active NFE if it meets any of the following criteria:

- a. less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;

An entity will be classified as Active NFE if it meets any of the following criteria:

- a. less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b. the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- c. substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- d. the NFE is not yet operating a business and has no prior operating history, (a "start-up NFE") but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- e. the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- f. the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- g. the NFE meets all of the following requirements (a "non-profit NFE"):
  - it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
  - ii. it is exempt from income tax in its jurisdiction of residence;
  - iii. it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - iv. the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
  - v. the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision.

Note: Certain entities (such as U.S. Territory NFFEs) may qualify for Active NFFE status under FAT CA but not Active NFE status under the CRS.

Passive Non-Financial Entity (please fill in section 8.2.6)

Under the CRS a "Passive NFE" means any other NFE that is not an Active NFE

CRS requires a Passive NFE to provide information on Controlling Persons of the Entity.

#### **APPENDIX 6 - General Tax Notes**

The term "Controlling Persons" means for CRS and IGA Jurisdiction

- (a) The Natural person(s), if any, who ultimately has a controlling ownership interest in a legal person;
- (b)  $\underline{to\ the\ extent\ that\ there\ is\ doubt}$  under (a) as to whether the person(s) with the controlling ownership interest is the beneficial owner(s) or where no natural person exerts control through ownership interests,  $\underline{the\ identity\ of\ the\ natural\ person(s)\ (if\ any)}$  exercising control of the legal person or arrangement  $\underline{through\ other\ means}$ ;
- (c) where no natural person is identified under (a) or (b) above, the identity of the relevant natural person who holds the position of senior managing official.
- 2 In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising <u>ultimate effective control</u> over the trust,
- 3 In the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.
- 4 The term "Controlling Persons" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations
- $5 For FI based in a country without an IGA, a passive NFFE has to identify its US substantial Owner(s) which can be an entity, according to the definition of the Internal Revenue Code (section <math display="block"> \underline{U.S.Code} \\ > \underline{Title 26} \\ > \underline{Subtitle A} \\ > \underline{Chapter 4} \\ > \underline{§ 1473} )$

Power of Attorney - if self-certification completed with POA - please provide a copy of the POA.

# **APPENDIX 7 - SWIFT Set Up Form**

Shareholder services information

Contacts:	Dealer Liaison – General fax number +352 24 60 9500		
Requestor information			
Date of Demand:			
Company name:			
Contact Name:			
Phone number:	Fax number:		
Email address:			
ecific Requirements: []			
Fund Promoter Name	Client Name	SWIFT ID	DN address (XML)
dia i fornocci name	Cheffe Name	J J VVII 1 ID	Div address (XIIIE)
		<u>'</u>	
Signature of the account holder or Company representative		Signature of the second account holder (if any) or compan representative	
Date and place of signature		Date and place of signature	
Name:		Name:	
itle:		Title:	