

# Application Form

HAMLIN ICAV (the "ICAV")

Hamlin High Dividend Equity UCITS Fund (the "Fund")

**This Application Form is for client(s) investing a lump sum into the Fund.**

Please complete this form using black ink and BLOCK capital letters and return it completed and signed together with the relevant Anti-Money Laundering documentation (AML) to:

**RBC Investor Services Ireland Limited**

George's Quay House  
43 Townsend St.  
Dublin 2  
Ireland  
Telefax: + 353 1 6130401  
Telephone: + 353 1 4406555

**Personal Details:**

**First Applicant:**

Title: Account Designation (If required):  
First name(s):  
Surname:  
Permanent Address:  
Postcode:  
Telephone Number:  
Email Address:  
Tax Identification Number\*:

**Second Applicant Joint Holder:**

Title: Account Designation (If required):  
First name(s):  
Surname:  
Permanent Address:  
Postcode:  
Telephone Number:  
Email Address:  
Tax Identification Number\*:

**Bank Details (for the purposes of receiving redemption and dividend monies):**

Bank Name:  
Branch Name:  
IBAN\*\*:  
BIC\*\*:  
Account Name:  
Account Number:  
Sort Code:

*\*For UK Investors this will be your National Insurance Number*

*\*\*Both the IBAN and BIC reference can be found on a bank statement*

**All defined terms herein shall have the same meaning attributed to them as in the prospectus for the ICAV (the "Prospectus") and the supplement for the Fund (the "Supplement"), unless otherwise indicated.**

I/We the undersigned having received, read and carefully considered a copy of the current Prospectus of the ICAV and the Key Investor Information Document containing information relating to the ICAV and the Fund and the Terms and Conditions attached to this Application Form and having had an opportunity to review the Prospectus hereby apply for such number of Shares in the Fund at the subscription price calculated in accordance with the Prospectus as may be subscribed for with the amount indicated below:

| FUND:                                  | AMOUNT: |
|--|---------|
| Hamlin High Dividend Equity UCITS Fund |         |

**Key Investor Information Document(s) (“KIID”)**

I/We hereby represent that I/we have regular access to the internet and acknowledge and agree that the provision of the KIID by way of email is appropriate in the context in which the business between the ICAV, its delegate(s) and me/us is, or is to be, carried on and that the provision by me/us of my/our email address to the ICAV or its delegate(s) is evidence of this.

I/we acknowledge that I/we have been offered the choice of receiving the KIID on paper and in electronic form by email and hereby specifically consent to receiving the KIID in electronic form by way of email.

I/We hereby acknowledge that I/we have received or accessed by electronic means the KIID. I/We also consent to accessing the KIID by electronic means before making any subsequent and/or future subscriptions for Shares in any share class.

I/We acknowledge that the KIID shall be reviewed at least every 12 months and that the up-to-date version of the KIID at any given time shall be made available. I/We agree that I/we will inspect the KIID in good time before making any subsequent and/or future subscriptions for Shares in any Class. I/We acknowledge and agree that I/we bear sole responsibility for ensuring that I/we have inspected the up-to-date version of the KIID and that, in any event, I/we consent to be, and shall be deemed to have been, provided with the up-to-date KIID in good time before any subsequent or future subscriptions.

Where I/we are acquiring the Shares for or on behalf of any person in my/our capacity as a sub-distributor of the ICAV, I/we certify that prior to accepting any order for the acquisition of shares, I/we will ensure that the investor will be provided with the current KIID for the relevant share class.

I/We acknowledge that I/we may at any time request a hard copy of any such documentation from the ICAV free of charge and/or revoke, in writing or other authorised manner, the consent given to receive such information electronically.

**Dividends**

I/We acknowledge that dividends declared on each class of Shares will be reinvested in additional Shares of the same Class of the Fund on the date that the dividend is paid in accordance with the Prospectus.

If you want the dividend to be paid out to you please tick the box

**I/We wish to invest the following amount(s) in the Fund:**

**Name of Share Class:**

**ISIN Code:**

**Base Currency:**

**Monetary Amount in Base Currency\*, or**

**Number of Shares\***

\* The amount requested must also be stated in words.

| <b>Hamlin High Dividend Equity UCITS Fund:</b> | <b>ISIN</b>  |
|--|--------------|
| Class A EUR Distributing Shares                | IE00BXRTKZ52 |
| Class A USD Distributing Shares                | IE00BXRTL074 |
| Class A CHF Distributing Shares                | IE00BXRTL181 |
| Class A GBP Distributing Shares                | IE00BXRTL298 |

**Please note that the Minimum Initial Subscription as per the Prospectus is US\$1 million or an equivalent amount in another currency.**

#### **Declarations/Representation and Warranties**

I/We hereby represent and warrant to the ICAV (for itself and on behalf of its Shareholders) that I/we am not a US Person as defined in the Prospectus and that I/we are not acting on behalf of or for the benefit of nor do I/we intend transferring any shares in the Fund which I/we purchase to any US Person. The Application Form was executed and forwarded by us from the address set out as Shareholder address above, which is outside of the US and we were not in the US either at the time that the Shares in the Fund were offered to us or at the time such offer was accepted.

#### **Declaration of residence outside Ireland (Non-resident composite declaration).**

Applicants residing outside Ireland are required by the Irish Revenue Commissioners to make the following declaration which is in a format authorised by them, in order to receive payment without deduction of tax. It is important to note that this declaration, if it is then still correct, shall apply in respect of any subsequent acquisitions of Shares. Terms used in this declaration are defined in the Prospectus.

Declaration on own behalf

- I/We\* declare that I am/we are\* applying for the Shares on my own/our own behalf/on behalf of a company\* and I am/we are/the company\* is entitled to the Shares in respect of which this declaration is made and that:
- I am/We are/the company\* is not currently resident or ordinarily resident in Ireland; and
- should I/we/the company\* become resident in Ireland I will/we will so inform you, in writing, accordingly.

\*Delete as appropriate

#### **Declaration as Intermediary**

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

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

**I/We\* also declare that:**

- unless I/we\* specifically notify you to the contrary at the time of application, all applications for Shares made by me/us\* from the date of this application will be made on behalf of such persons; and
- I/we\* will inform you in writing if I/we\* become aware that any person, on whose behalf I/we\* holds Shares, becomes resident in Ireland.

\*Delete as appropriate

Name and address of Applicant:

**Signature of Applicant or authorised signatory: (declarant)**

**Capacity of Authorised Signatory (if applicable):**

**Date:**

**Joint Applicants:**

**Names:**

**Signatures:**

I/We hereby warrant that I/we have read the Prospectus, KIID and Instrument of Incorporation (as amended from time to time) of the ICAV and apply to be entered in the register of Shareholders as the holder/holders of the Shares issued in relation to this application.

I/We acknowledge that due to money laundering and counter terrorist financing requirements operating within their respective jurisdictions the Administrator, the Investment Manager, any investment adviser that may be appointed and the ICAV (as the case may be) may require further identification of the applicant(s) before the application can be processed and the Administrator, the Investment Manager, any investment adviser and the ICAV shall be held harmless and indemnified against any loss, subject to a maximum of the value of the applicant's investment in the ICAV, arising as a result of a failure to process the Application if such information has been required by the parties referred to and has not been provided by me/us, unless due to the wilful default, negligence or fraud of the Administrator, the Investment Manager, any investment adviser or the ICAV-

I/We hereby agree to indemnify and keep indemnified the ICAV against any loss, subject to a maximum of the value of our total investment in the ICAV, arising to it as a result of any breach of any representation, warranty, covenant or confirmation by me/us in the Application Form or from my/our failure to disclose any relevant details or provide it with all information requested by it or by the Administrator on its behalf unless due to the wilful default, negligence or fraud of the ICAV. In the case of delay or failure to provide satisfactory information, each of the ICAV and the Administrator may take such action (including declining to accept an application) as they think fit.

I/We am/are fully empowered and have the authority to make this investment whether the investment is my/our own or is made on behalf of another person or institution.

I/We confirm that I/we have the right and authority to request redemption or repurchase of Shares and confirm that I/we will comply with the redemption and repurchase procedures set out in the Prospectus. All redemption or repurchase instructions must be given in writing and must be accompanied by an endorsed share certificate if such has been issued, or failing which, the appropriate account number must be quoted.

I/We confirm that I am/we are 18 years of age or over.

I/We agree to provide these confirmations to the ICAV at such times as the ICAV may request, and to provide on request such certifications, documents or other evidence as the ICAV may reasonably require substantiating such representations.

I/We agree to notify the ICAV immediately if I/we become aware that any of the confirmations is no longer accurate and complete in all respects and agree immediately either to sell or to tender to the ICAV for redemption a sufficient number of Shares to allow the confirmation to be made.

I/We request that the Shares issued pursuant to this Application are registered in the name and address set out above.

I/We consent to details of my/our shareholding or personal data which is revealed on this form or is disclosed by me/us subsequently being disclosed to the Investment Manager, any investment adviser, their affiliates and any other service provider to the ICAV.

In respect of Joint applicants only - We direct that on the death of one of us the Shares for which we hereby apply be held in the name of and to the order of the survivor or survivors of us or the executor of such survivor or survivors.

**I/We have authorised payment to Hamlin ICAV in respect of the Fund via bank transfer to the bank account details given below:**

**Signature:**

**Signature:**

**Print Name:**

**Print Name:**

**Position**

**(only if signing on behalf of the beneficial owner)**

**Date: / /**

**Date: / /**

Company Name:

Address:

Registration No. & Name of Regulator:

Contact Name:

Tel:

Email:

**Intermediary Details (required wherever investment is via a third party/intermediary):**

**Bank Details:**

Bank Name:

Branch Name:

IBAN\*\*:

BIC\*\*:

Account Name:

Account Number:

Sort Code:

Affix Stamp (where relevant)

*\*\*Both the IBAN and BIC reference can be found on a bank statement*

**Commission Details (To be completed by Intermediaries where applicable)**

Note: The Intermediary confirms that they will adhere to the terms of the "Intermediary Terms and Conditions" and any other terms agreed with the Distributor from time to time. Note: Any Intermediary recorded above hereby confirms that they are complying with all necessary laws and regulations in entering or soliciting a third party to enter into this contract. In addition to verifying the source of funds, Intermediaries are obliged to verify the identity of any investor located outside a country listed in Schedule E to the Guidance Notes issued by the Central Bank of Ireland (the "**Central Bank**") as may be amended from time to time. Intermediaries falling into this category should supply the information detailed in the relevant section of the Money Laundering Verification Form. Unless this information is supplied, the Shares will not be registered by the Administrator. The intermediary is also required to provide the ICAV with the Introduction Certificate (attached below) where such Intermediary is investing on a nominee or omnibus basis on behalf of underlying ultimate beneficial owners.

**USD Subscription Banking Details**

|                    |  |
|--------------------|--|
| Intermediary Bank: | Bank of America New York                 |
| SWIFT:             | BOFAUS3N                                 |
| Beneficiary Bank:  | RBC Investor Services Bank SA Luxembourg |
| SWIFT:             | FETALULL                                 |
| Final Beneficiary: | Hamlin ICAV Collection Account           |
| IBAN number:       | LU963411020038655600                     |
| Reference*:        | Applicant's Name                         |

**\* The applicant's name should be placed in the Reference field, it is extremely important this is completed**

**EUR Subscription Banking Details**

|                    |  |
|--------------------|--|
| Intermediary Bank: | Bank of America Dublin**                 |
| SWIFT:             | BOFAIE3X**                               |
| Beneficiary Bank:  | RBC Investor Services Bank SA Luxembourg |
| SWIFT:             | FETALULL                                 |
| Final Beneficiary: | Hamlin ICAV Collection Account           |
| IBAN number:       | LU353414020038658100                     |
| Reference:         | Applicant's Name                         |

**\* The applicant's name should be placed in the Reference field, it is extremely important this is completed**

**\*\*NOTE for EUR Payments:** In order to benefit as much as possible from local clearing, it is recommended that you route your payment via one of the following of our Bank of America EUR correspondent banks:

| <b>Code Swift</b> | <b>Bank Name</b>          |
|-------------------|---------------------------|
| BOFAGB22          | Bank of America London    |
| BOFAFRPP          | Bank of America Paris     |
| BOFADEFX          | Bank of America Frankfurt |
| BOFAIT2X          | Bank of America Milan     |
| BOFAES2X          | Bank of America Madrid    |
| BOFABE3X          | Bank of America Antwerp   |
| BOFAIE3X          | Bank of America Dublin    |
| BOFANLNX          | Bank of America Amsterdam |

**GBP Subscription Banking Details**

|                      |  |
|----------------------|--|
| Intermediary Bank:   | Bank of America London                   |
| SWIFT:               | BOFAGB22                                 |
| Beneficiary Bank:    | RBC Investor Services Bank SA Luxembourg |
| SWIFT:               | FETALULL                                 |
| Beneficiary account: | Hamlin ICAV Collection Account           |
| IBAN number:         | LU403419020038650000                     |
| Reference*:          | Applicant's Name                         |

**\* The applicant's name should be placed in the Reference field, it is extremely important this is completed**

## **CHF (Swiss Franc) Subscription Banking Details**

|                      |  |
|----------------------|--|
| Intermediary Bank:   | Bank of America London                   |
| SWIFT:               | BOFACH2X<br>SIC 08726                    |
| Beneficiary Bank:    | RBC Investor Services Bank SA Luxembourg |
| SWIFT:               | FETALULL                                 |
| Beneficiary account: | Hamlin ICAV Collection Account           |
| IBAN number:         | LU563417020038659900                     |
| Reference*:          | Applicant's name                         |

**\* The applicant's name should be placed in the Reference field, it is extremely important this is completed**

When sending payment by TT, please quote the applicant's name, bank, bank account number, class of Shares and confirmation note number (if one has been issued). \*Sub Account: Please quote the relevant Fund and the relevant reference number for such Fund. All subscription monies must be received in the relevant subscription account immediately in cleared funds by the relevant Settlement Date. In the case of the Fund, Settlement Date shall be the relevant Dealing Day and in respect of dispatch of monies for the redemption of Shares, the Settlement Date shall normally be the first Business Day following the relevant Dealing Day and in any event payment will not exceed 10 Business Days from the Dealing Deadline. Failure to settle on time may result in an interest claim for late settlement or the deal being cancelled and costs charged to the Subscriber.

**For Private Investors, you must wire payment from an account in your own name.**

### **1. GENERAL**

1.1 These Terms and Conditions relate to the subscription of Shares in the Fund and the applicant(s) agree(s) to be bound by these Terms and Conditions and the Prospectus.

1.2 The ICAV and the Administrator reserve the right to reject any application in whole or in part which is not completed in full and supported by the documentation requested and cleared monies, or for any other reasons at their sole discretion. Failure to attach all documentation requested may result in a delay in the transaction being processed.

1.3 The ICAV and the Administrator reserve the right 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 legislation and regulations in force from time to time.

### **2. PREVENTION OF MONEY LAUNDERING**

2.1 All applicants must attach to this Application Form all the relevant documentation requested. Please refer to the Appendix for full details of the ICAV and the Administrator's anti-money laundering policy and procedures.

2.2 All applicants understand that due to the changing nature of anti-money laundering laws and regulations and the possible extensions of applicable rules, the ICAV and the Administrator may update and amend its procedures from time to time to comply with such amendments.

2.3 In compliance with applicable anti-money laundering rules and regulations, the ICAV and the Administrator may require further identification of the applicant(s) or an existing investor before the application can be processed or any redemption proceeds can be paid out. Note that no redemption proceeds will be paid out unless or until all anti-money laundering documentation has been received by the ICAV and the Administrator.

2.4 Subscription monies from a third party will not be accepted. Redemption proceeds cannot be paid other than to the account of record as detailed above.

### **3. JOINT APPLICANTS**

3.1 If more than one person is named in a single Application Form, all applicants will be considered as joint applicants. As such, they authorise the ICAV and the Administrator 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 different joint holders shall determine between them, by separate agreement, the rights of any joint account holder on the account. The ICAV and the Administrator may at any time request each joint account holder to inform it about this determination. Under no circumstances can the knowledge that the ICAV and the Administrator has about the distribution of assets between the account holders of a joint account be used against the ICAV or Administrator in any way.

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 ICAV and the Administrator may rely and act without liability on any instruction including the transfer or redemption of the Shares signed by the survivor(s) unless the ICAV or the Administrator has been informed in writing of the contrary.

3.4 Unless otherwise advised in writing, all notices and communications shall be addressed and all payments directed to the first applicant specified in section 1 of the present Application Form (the "First Applicant").

#### **4. POWER OF ATTORNEY**

Where a Power of Attorney Form is required, a certified copy must be provided, and such Power of Attorney Form shall form an integral part of these Terms and Conditions.

#### **5. APPLICATION BY A PERSON UNDER THE AGE OF 18 YEARS OLD**

No person under the age of 18 may apply for Shares in the ICAV.

#### **6. INDEMNITY**

6.1 The applicant(s) will indemnify upon first demand the ICAV and the Administrator and any other delegates against any actions, proceedings, claims, losses, damages, costs and expenses, subject to a maximum of the value of the applicant's total investment in the ICAV, 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 anything done or omitted by the ICAV or the Administrator pursuant to any instructions given by fax or out of the ICAV or Administrator 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, negligence or fraud of the ICAV or the Administrator.

6.2 The ICAV will indemnify the applicant for direct damages solely to the extent of its negligence, wilful misconduct or fraud. The ICAV will in no way indemnify indirect or consequential damages suffered by the applicant(s).

6.3 Fax and e-mail indemnity: Instructions may initially be sent by fax, the original Application Form etc. to follow by mail or courier to the above address, advising electronic instructions have already been given. Redemptions and dividends will be processed on receipt of fax instructions but redemption and dividend proceeds will not be paid out until original documents are received. The Administrator is authorised to act on any fax instructions without verification which it in its sole discretion believes emanates from a Shareholder and it shall not be liable for and will not be liable for any failure in acting on any of the instructions by reason of breakdown, delay or failure of transmission or communication facilities or breakdown of or error in transmission or communication for any other reason, unless due to the Administrator's wilful default, negligence or fraud.

6.4 Each applicant for Shares acknowledges that fax is not a secure means of communicating with or giving instructions to the Administrator and confirms that he/she is aware of the risks involved in communicating in this way and that a request to act on any instruction given by fax is for his/her convenience only and he/she hereby indemnifies the Administrator against any claims and hold it harmless from all actions, proceedings, claims, loss, damage, costs (including without limitation, interest and legal fees), charges and expenses subject to a maximum of the value of the applicant's total investment in the ICAV which may be brought against it or suffered or incurred by it and which shall have arisen either directly or indirectly out of or in connection with it accepting Instructions by fax and acting thereon, unless due to the wilful default, negligence or fraud of the ICAV or the Administrator;

6.5 Each applicant hereby undertakes to immediately send the Administrator the original of the Application Form, and acknowledges that the non-receipt by the Administrator of such written confirmation shall in no way invalidate the authority or indemnity provided by the Shareholder.



## **7. DATA PROTECTION**

Your personal information will be handled by the Administrator (as Data Processor on behalf of the ICAV) in accordance with the Irish Data Protection Acts 1988 to 2003. Your information will be processed for the purposes of carrying out the services of Administrator, registrar and transfer agent of the ICAV and to comply with legal obligations including those under ICAV law and anti-money laundering legislation. The Administrator or the ICAV will disclose your information to third parties where necessary or for legitimate business interests. This may include disclosure to third parties such as auditors and the Central Bank or agents of the Administrator who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements.

I/we acknowledge information relating to my/our holding of Shares in the Fund, and/or details of income arising from such holdings may be subject to disclosure to any relevant tax authority in accordance with the EU Taxation of Savings Directive (2003/48/EC (the "ESD") and I/we hereby consent to such disclosure by the Administrator or any person deemed to be a paying agent for the purposes of the ESD (the "Paying Agent"). I/We confirm that we will promptly advise the Administrator of any amendments to information which may be relevant for the purposes of the ESD, including my/our name(s), address(es) tax identification number and country of residence for tax purposes.

I/We hereby agree to indemnify the Paying Agent against any and all loss, liability, costs and expenses (including without limitation legal fees, taxes and penalties) subject to a maximum of the value of my/our total investment in the ICAV, which may arise directly or indirectly from my/our failure to provide the requisite information or where the information provided is incorrect or where I/we have failed to update information previously provided, unless due to the wilful default, negligence or fraud of the Paying Agent. The Applicant hereby consents to the processing of his/her information and the disclosure of his/her information as outlined above and to the Investment Manager and where necessary or in the ICAV's or the Administrator's legitimate interests to any ICAV in the Administrator's and/or the Investment Manager's or Distributor's group of companies or agents of the Administrator including companies situated in countries outside of the European Economic Area which may not have the same data protection laws as in Ireland.

## **8. SUBSCRIPTION ORDERS**

Upon receipt of the completed Application Form and the full subscription amount, the Administrator will issue Shares in the Fund in the name of the applicant(s).

## **9. ELECTRONIC DELIVERY OF REPORTS AND OTHER COMMUNICATIONS**

9.1 I/we confirm that we consent to and accept that, the ICAV, Investment Manager, the Distributor and/or the Administrator, acting on their behalf, may provide me/us (or our designated agents) with statements, reports and other communications relating to the ICAV and/or my/our investment in the ICAV, in electronic form, such as e-mail (to the address you have provided on this form). I/we note that e-mail messages may not be secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. I/we note that the Administrator makes no warranties in relation to these matters. I/we also note that the Administrator reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. I/we confirm that if I/we have any doubts about the authenticity of an e-mail purportedly sent by the ICAV, Investment Manager, the Distributor or the Administrator, I/we will contact the purported sender immediately.

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 The applicant(s) shall check the accuracy of the details contained in the contract note and statements of accounts sent by the Administrator. 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. EU SAVINGS DIRECTIVE**

I/we acknowledge that information relating to my/our holding of shares in the ICAV, and/or details of income arising from such holdings may be subject to disclosure to any relevant tax authority in

accordance with the terms of the ESD and I/we hereby consent to such disclosure by the Administrator or any person deemed to be a Paying Agent for the purposes of the ESD. I/We confirm that we will promptly advise the Administrator of any amendments to information which may be relevant for the purposes of the ESD, including my/our name(s), address(es) tax identification number and country of residence for tax purposes. I/We hereby agree to indemnify the Paying Agent against any and all loss, liability, costs and expenses (including without limitation legal fees, taxes and penalties) subject to a maximum of the value of the my/our total investment in the ICAV, which may arise directly or indirectly from my/our failure to provide the requisite information or where the information provided is incorrect or where I/we have failed to update information previously provided, unless due to the wilful default, negligence or fraud of the Paying Agent.

## **11. LATE TRADING AND MARKET TIMING**

The Administrator shall not permit transactions which it knows to be nor has reason to believe to be related to late trading or market timing practices and shall report those transactions to the Distributor. NOTE: Investment in the Fund is intended for medium to long-term purposes only. Excessive, short-term (or market timing) or other abusive trading practices may disrupt portfolio management strategies, increase expenses and harm Fund performance for all Shareholders and the ICAV will take all reasonable steps to prevent such activity. To minimise harm to the Fund and its Shareholders, the Administrator, working in conjunction with the designated anti-money laundering reporting officer, reserves the right to reject any subscription (including any transfer) from any investor whom it believes has a history of abusive trading or whose trading, in its judgement, has been or may be disruptive to the Fund. In making this judgement, the ICAV may consider trading done in multiple accounts under common ownership or control.

## **12. TELEPHONE RECORDING**

The applicant(s) specifically accept(s) that telephone-recording procedures may be used and agree(s) that these records may be used in court or any legal proceeding, with the same value as written evidence.

## **13. FRAUDULENT USE OF SIGNATURE**

13.1 Neither the ICAV nor the Administrator 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").

13.2 Except in the event of negligence on their part, the ICAV and/or the Administrator 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 ICAV and/or the Administrator on a Fraudulent Instruction which the ICAV and/or Administrator believe in good faith to be genuine and to have been given or signed by the applicant(s).

## **14. AMENDMENTS TO THE TERMS AND CONDITIONS**

The ICAV reserves the right at any time to modify these Terms and Conditions. The ICAV shall inform the applicant (s) in writing of all amendments to these Terms and Conditions. Such modifications shall be deemed to be accepted by the applicant(s) if the applicant(s) does not raise any objection in writing to the proposed amendments, within two weeks from the date of the notification.

## **15. SEVERANCE**

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 as enforceability or invalidity shall not affect the validity of the remaining Terms and Conditions. Corresponding Terms and Conditions must replace the invalid Terms and Conditions.

## **16. APPLICABLE LAW**

The laws of Ireland 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 Ireland.

## **17. FINAL PROVISION**

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

**ENTITY SELF-CERTIFICATION FORM – IRISH DOMICILED FUND**

***Instructions for completion***

***Tax regulations require us to collect certain information about each investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. If you have any questions about how to complete this form, please contact your tax advisor.***

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

**Section 1: Entity Identification Section:**

(Optional Section only required if using the Self-Certification as a standalone document and not part of the application)

Entity Name: \_\_\_\_\_

Fund Name: \_\_\_\_\_

Permanent Tax Residence Address:

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

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

Postal Code/County: \_\_\_\_\_

1.2 (a) Is the entity a **U.S. Specified Person**: Yes  U.S. Tax Identification Number \_\_\_\_\_

No

Please note that in certain circumstances we may be obliged to share this information with relevant tax authorities.

**Section 2: FATCA Classification:**

If you have indicated in Section 1 that your institution is resident in the United States for tax purposes, please leave this section blank. Otherwise please provide the information requested below.

2.1 If your Institution is a **Financial Institution**, please tick one of the below FI categories and complete (a) or (b) as appropriate:

- (i) Financial Institution (FI):
- (ii) IGA Partner Jurisdiction FI:
- (iii) Registered Deemed Compliant FI:
- (iv) Participating Jurisdiction FI:

(a) Please provide your organisation's **Global Intermediary Identification Number (GIIN)**:

\_\_\_\_\_

(b) If unable to provide a GIIN, please tick reason why your institution does not have a GIIN:

- (i) It is a FI in a Model 1 IGA country and has not yet obtained a GIIN:
- (ii) You are sponsored by another entity which does have a GIIN please tick here and complete (ii) (a):

Please provide your sponsor's name and sponsor's GIIN:

*Sponsor's Name:* \_\_\_\_\_ *Sponsor's GIIN:* \_\_\_\_\_

- (iii) It is an Exempt Beneficial Owner:
- (iv) It is a Certified Deemed Compliant Financial Institution<sup>1</sup> (including a Foreign Financial Institution deemed compliant under Annex II of the IGA):
- (v) It is a Non-Participating Foreign Financial Institution:
- (vi) It is an Excepted FI:
- (vii) It is a U.S. person but not a specified U.S Person:

If the institution is not a **Financial Institution**, please confirm your organisation's status below:

(a) Active NFFE:

(b) Passive NFFE:

If you are a passive NFFE, as required under the regulations, please provide details of **Controlling Persons** whose percentage of ownership is 25% or greater in the below table which are U.S. citizens or residents in the U.S. for tax purposes. The term **Controlling Persons** is to be interpreted in a manner consistent with the recommendations of the Financial Action Taskforce.

<sup>1</sup> Please note that a Registered Non-Profit Organisation, an Owner-Documented FFI and a Territory Financial Institution all fall within this category.

| Full Name   | Date of Birth | Full Residence Address | Details of Controlling Person's Beneficial Ownership if over 25% | Country/Countries of Tax Residency | Tax Reference Numbers |
|---|---------------|------------------------|--|------------------------------------|-----------------------|
|   |               |                        |  |                                    |                       |
|   |               |                        |  |                                    |                       |
|   |               |                        |  |                                    |                       |
|   |               |                        |  |                                    |                       |
| (c) Excepted Non-Financial Foreign Entity: <input type="checkbox"/> |               |                        |  |                                    |                       |

**Section 3: Declaration and Undertakings Section:**

The Institution or organisation declares that the information provided in this form is, to the best of my knowledge and belief, accurate and complete.

The institution or organisation undertakes to advise the recipient promptly of any change in circumstances which causes the information contained herein to become incorrect and to provide the recipient with a suitable updated Self-Certification within 90 days of such change of circumstances.

Authorised Signature(s): \_\_\_\_\_

Capacity with respect to institution or organisation: \_\_\_\_\_

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

**INDIVIDUALS SELF-CERTIFICATION FORM – IRISH DOMICILED FUND**

**Section 1: Investor Identification Section:**

(Optional Section only required if using the Self-Certification as a standalone document and not part of the application form)

Investor Name: \_\_\_\_\_

Fund Name: \_\_\_\_\_

**Permanent Tax Residence Address:**

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

Street \_\_\_\_\_

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

Postal Code/County: \_\_\_\_\_

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

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

Street \_\_\_\_\_

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

Postal Code/County: \_\_\_\_\_

Country of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Section 2: Declaration of Tax Residency:**

Tax regulations require us to collect certain information about each investor's tax arrangements. Please tick and confirm either:

Option 1(a) or (b) and/or Option 2(a) or (b) as appropriate.

**1. Declaration of U.S. Citizen or Resident for FATCA purposes.**

Option 1(a) U.S. Citizen or Resident for FATCA purposes

I confirm that **I am** a U.S. Citizen and/or Resident for Tax purposes as defined by FATCA and include my U.S. Taxpayer Identification number: **U.S. TIN:** \_\_\_\_\_

Option 1(b) Not a U.S. Citizen or Resident as defined for FATCA purposes

I confirm that **I am not** a U.S. Citizen and/or Resident for Tax purposes as defined by FATCA

**Joint Applicants:** Where there are joint account holders each investor is required to complete the self-certification.

If you have any questions about how to complete this form, please contact your tax advisor.

*Please note: In certain circumstances we may be obliged to share this information with relevant tax authorities, and the fund administrator has the right under the legislation to request additional information to clarify your tax payer status.*

**Section 3: Declaration and Undertakings Section:**

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

I undertake to advise the recipient promptly of any change in circumstances which causes the information contained herein to become incorrect and to provide the recipient with an updated Self-Certification within 90 days of such change of circumstances.

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

\_\_\_\_\_



## DEFINITIONS

**Unless otherwise defined herein, the following terms shall have the same meaning as defined in the IGA**

Specified U.S. Person

Specified U.K. Person

Financial Institution

Global Intermediary Identification Number

Exempt Beneficial Owner

Certified Deemed Compliant Financial Institution

Registered Deemed Compliant Financial Institution

Registered Non-Profit Organisation

Owner-documented FFI

Territory Financial Institution

Non-Participating Foreign Financial Institution

Excepted FI

Active NFFE

Passive NFFE

Controlling Persons

Excepted NFFE

## GENERAL TERMS AND CONDITIONS

### **Appendix I INTRODUCTION CERTIFICATE (To be completed on the introducing body's letterhead)**

RBC Investor Services Ireland Limited,  
George's Quay House  
43 Townsend Street  
Dublin 2,  
Ireland.

**Re. All investors introduced by [name of distributor/nominee/3rd party] (the "Investors") to RBC Investor Services Ireland Limited ("RBC IS") in RBC IS's capacity as registrar and transfer agent to funds administered by it (the "Funds")**

Dear Sirs,

[enter name of Distributor/Nominee/3rd Party] (the "Introducer") writes to confirm the following in connection with all Investors, where such investors appear directly on the shareholder/unitholder register(s) of Funds for shares/units in Funds for which RBC IS acts as registrar and transfer agent:

1. The Introducer confirms that it is regulated by [Insert Financial Regulator Name] and applies anti-money laundering policies and procedures which are in line with those of local anti-money laundering legislation and regulation which in turn complies with measures detailed in EU Directive 2005/60/EC;
2. The Introducer confirms that all Investors have been identified to us and we will retain sufficient information on file to verify the identity of all such Investors;
3. Should the Introducer identify any politically exposed person ("PEP"), an immediate family member or close associate of a PEP or any person or entity resident in, or anyone whose subscriptions monies originate from a country designated as non-cooperative with international anti-money laundering principles or procedures by the Financial Action Task Force on Money Laundering, we confirm that we will provide RBC IS with certified true copies of the due diligence collected;
4. The Introducer will provide RBC IS with certified true copies, upon request, of all necessary documents and information related to Investors, which we have on our files. In the event that we are bound with confidentiality or professional secrecy rules, we will provide such information upon request of your competent control authority. The Introducer will provide any such reasonable assistance as RBC IS may request where a suspicion of money laundering by an Investor exists;
5. The Introducer confirms that it takes all reasonable steps necessary to ensure that the Fund does not accept or maintain any subscription funds from a foreign shell bank or from any person or entity named on the lists of known or suspected terrorists, terrorist organizations or other sanctioned persons;
6. The Introducer undertakes to retain such Investor identification documentation and information for a period of at least five years after the relationship with the Investor has ceased;
7. The Introducer confirms that it monitors investors and verifies that they are not black-listed or mentioned in official lists. The Introducer hereby undertakes to notify RBC IS immediately of any concerns that we may have in connection with Investors in the context of any applicable anti-money laundering or terrorist financing legislation/regulations or in the event of any suspicious circumstances relating to any Investors introduced by the Introducer to RBC IS.

Signed for an on behalf of

**Signed for and on behalf of [enter name of distributor/nominee/3rd Party]**