

# Application Form

Candoris ICAV  
(the "ICAV")

**SIM US High Yield 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**

4<sup>th</sup> Floor, One George's Quay Plaza,  
George's Quay, 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, Supplement and the relevant Key Investor Information Document (the "KIID") 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, Supplement and KIID 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:

<b>SIM US High Yield Fund</b>	
Name of Share Class	
ISIN Code	
Class Currency	
Distributing or Non-Distributing Share Class	
Monetary Amount in Class Currency (in words)	
Number of Shares (in words)	

<b>Class</b>	<b>Currency</b>	<b>Capitalisation/Distributing</b>	<b>Minimum Initial Subscription</b>	<b>Minimum Additional Investment Amount</b>
US Dollar Institutional Class (Cap)	USD	Capitalising	\$250,000 or equivalent in another acceptable currency	\$100 or equivalent in another acceptable currency
Euro hedged Institutional Class (Dis)	EUR	Distributing	\$250,000 or equivalent in another acceptable currency	\$100 or equivalent in another acceptable currency
Euro hedged Institutional Class (Cap)	EUR	Capitalising	\$250,000 or equivalent in another acceptable currency	\$100 or equivalent in another acceptable currency
Euro hedged Retail Class (Cap)	EUR	Capitalising	\$1,000 or equivalent in another acceptable currency	€100 or equivalent in another acceptable currency

### Payment Details

Cleared subscription funds must be received no later than the time specified in the Prospectus and the Supplement.

Please note with care the corresponding details below:

**Currency: USD (US Dollars) (Via Fedwire)**

**Intermediary Bank:** Bank of America New York

**SWIFT I.D.:** BOFAUS3N

**Beneficiary Bank:** RBC Investor Services Bank SA Luxembourg

**SWIFT I.D.:** FETALULL

**Beneficiary Account:** Candoris ICAV Collection Acc.C-O DUB BR

**IBAN Number:** LU97 3410 2200 5178 6900

**Reference\***

**Cut-off time: VD 5.00pm Irish time**

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

**Currency: EUR (Euro)**

**Intermediary Bank:** Bank of America Great Britain

**SWIFT I.D.:** BOFAGB22

**Beneficiary Bank:** RBC Investor Services Bank SA Luxembourg

**SWIFT I.D.:** FETALULL

**Beneficiary Account:** Candoris ICAV Collection Acc.C-O DUB BR

**IBAN Number:** LU36 3410 2200 5178 4700

**Reference\***

**Cut-off time: VD 2.30pm Irish time**

*\* 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 in cleared funds within 2 Business Days of the Dealing Deadline in accordance with the Supplement. Subject to the receipt of the original Application Form and all anti-money laundering documentation and completion of all anti-money laundering checks, redemption requests made in accordance with the procedures set out in the Prospectus and Supplement will be paid by electronic transfer to the Shareholder's account specified in the Application Form within 2 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 relevant Shareholder.**

**For all Investors, you must make wire payments from an account in your own name. Monies must be transferred from and to a bank account in exactly the same name as that on record for the Investor.**

## **Key Investor Information Document(s)**

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 the Directors do not anticipate distributing dividends from net investment income in respect of the non-distributing Classes of Shares, as set out in the Share Class table above, and accordingly, income and capital gains arising in respect of such Shares will be re-invested in the Fund and reflected in the Net Asset Value per Share of such Shares.

I/We acknowledge that dividends declared in respect of the distributing Classes of Shares, as set out in the Share Class table above, will automatically be reinvested in additional Shares of the same Class of the Fund unless I/We have specifically elected below to be paid in cash in accordance with the Supplement.

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

## **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 the 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.

I/We hereby warrant that I/we have read the Prospectus, Supplement, KIID and Instrument (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. In addition, I/We agree to notify the Administrator and the ICAV if any of the information provided by me/us in connection with such money laundering

and counter terrorist financing requirements is no longer accurate. I/We agree that 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 for Shares if such information has been required by the parties referred to and has not been provided by me/us or if I/we fail to notify the ICAV and the Administrator if any such information as has been required by the parties is no longer true, 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 notify the Administrator and the ICAV of any changes to the anti-money laundering documentation provided in connection with this Application.

I/We acknowledge that the ICAV operates a single omnibus Subscriptions/Redemptions Account for all of the sub-funds of the ICAV, including the Fund, so that the amounts within the Subscriptions/Redemption Account are at all times capable of being attributed to the individual Funds in accordance with the ICAV's instrument of incorporation. Accordingly, I/we acknowledge that monies in the Subscription/Redemptions Account will become the property of the Fund upon receipt and accordingly in the event of the insolvency of the ICAV or the Fund investors will be treated as an unsecured creditor of the ICAV during the period between receipt of subscription monies and the Dealing Day on which such Shares are issued. I/We further confirm that I/we have read and understood the risk factor set out in the Prospectus under the heading "Subscriptions/Redemptions Account Risk". In addition, in circumstances where subscription monies are received with insufficient documentation to identify the owner, I/we acknowledge that the Manager and the Depositary will ensure that in the event that such monies cannot be applied to the Fund they will be returned to the payer within 5 working days.

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 and the Supplement. All redemption or repurchase instructions must be given in writing and 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 Form 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.

**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\* hold 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 :

**Authorisation and Signature Page**

**I/We have authorised payment to Candoris Funds ICAV in respect of the Fund via bank transfer from the bank account details given below.**

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

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

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

Position (only if signing on behalf of the beneficial owner): \_\_\_\_\_

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

**Authorised Signatories**

To be valid, the Application Form must be signed by each applicant. In the case of a partnership/firm the Application Form should be signed by all the partners/proprietors. In the case of a corporation, the Application Form should be executed under seal or signed by a duly authorised signatory provided that a certified copy of the authority authorising the signatory and an authenticated list of signatories accompanies the application. If this application is signed under power of attorney, such power of attorney or a duly certified copy thereof must accompany this Application Form.

**Authorised Signatories (to be completed by all investors)**

The Fund and the Administrator are authorised to act on the written instructions of any person listed below until further notice.

Name	Signature
1. ....	.....
2. ....	.....
3. ....	.....

**REGISTRATION DETAILS**

**Name:**

(Legal Name as it should appear on the Fund's Share Register)

**Entity:** Individual  Corporate/Nominee  Intermediary

Other (Specify)

**Address:**

(Registered address of the Legal Name above.)

**Correspondence Address (if different to above)**

**Phone:**

**FAX:**

**E-Mail:**

**Investor Bank Account Details:**

*(Intermediary Details if applicable)*

Intermediary Bank Name

<input type="text"/>
<input type="text"/>

Intermediary Bank SWIFT:

Beneficiary Bank A/c No. at Intermediary

Beneficiary Bank Name:

Beneficiary Bank SWIFT / Routing Code:

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Ultimate Beneficiary Account Name:

Ultimate Beneficiary Account No./IBAN:

If required: Reference/Payment Details



NB: Subscription monies must come from the account detailed above and the account should be in the name of the Shareholder. Redemption monies will be paid to the account above. No Third Party payments will be made.

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.

**Important Notice:**

In addition to the above details all investors will be required to submit identifying documents when making an initial subscription.

## **TERMS AND CONDITIONS**

### **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 and the Supplement.

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 (the "**Data Protection Acts**"). 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 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 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 ICAV.

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 an 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.

**FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING  
STANDARD ("CRS") FORMS**

**INDIVIDUAL (INCLUDING CONTROLLING PERSONS) SELF-CERTIFICATION FOR FATCA AND CRS**

**Individual Self-Certification for FATCA and CRS (the "Individual Self-Certification Form")**

**Instructions for completion and data protection notice**

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

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

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

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

*Please note that where there are joint Account Holders each Account Holder is required to complete a separate Self-Certification form.*

**Section 1, 2, 3 and 5 must be completed by all Account holders or Controlling Persons.**

**Section 4 should only be completed by any individual who is a Controlling Person of an entity Account Holder which is a Passive Non-Financial Entity, or a Controlling Person of an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.**

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

**Unless otherwise defined in the Application Form, capitalised terms used in this Individual Self-Certification Form shall have the same meaning as set-out under FATCA and/or CRS, as applicable.**

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

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

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

\_\_\_\_\_

**\*Current Residential Address:**

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

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

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

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

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

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

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

**\*Place and Date Of Birth**

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

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

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

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

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

\_\_\_\_\_

**OR**

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

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

Please indicate your country of tax residence (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers (“**TINs**”). For further guidance please refer to the OECD CRS Information Portal (<http://www.oecd.org/tax/automatic-exchange/>).

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

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

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


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

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

#### Section 4 – Type of Controlling Person

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

For Joint or multiple Controlling Persons please use a separate Self-Certification form for each Controlling Person.

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

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

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

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



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

**Data Protection - Customer Information Notice:**

CRS, formally referred to as the Standard for Automatic Exchange of Financial Account Information, is an information standard for the automatic exchange of information ("AEOI"), developed in the context of the OECD.

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

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

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

Further information is available on the OECD website: <http://oecd.org/tax/automatic-exchange/> and on the Irish Revenue website - <http://www.revenue.ie/en/business/aeoi/>

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

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

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

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

**ENTITY SELF-CERTIFICATION FORM FOR FATCA/CRS (FOR CORPORATIONS/PARTNERSHIPS/TRUSTS OR FOUNDATIONS)**

**Entity Self-Certification for FATCA and CRS (the "Entity Self-Certification Form")**

**Instructions for completion and data protection notice.**

We are obliged under Section 891E, Section 891F, and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each Account Holder's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that by completing this Application Form you are providing personal information, which may constitute personal data within the meaning of the Data Protection Acts. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an Account Holder's interests in a Sub-Fund, with the Irish tax authorities, the Revenue Commissioners. They in turn may exchange this information, and other financial information with foreign tax authorities, including tax authorities located outside the EU.

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

For further information on FATCA or CRS please refer to the Irish Revenue or the OECD website at: <http://www.revenue.ie/en/business/aeoi/index.html> or the following link:

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

*If any of the information below about the Account Holder's tax residence or FATCA/CRS classification changes in the future, please ensure that we are advised of these changes promptly.*  
(Mandatory fields are marked with an \*)

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

**Unless otherwise defined in the Application Form, capitalised terms used in this Entity Self-Certification Form shall have the same meaning as set-out under FATCA and/or CRS, as applicable.**

**\*Section 1: Account holder Identification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Or**

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

**Or**

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

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

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

**3.1 Financial Institutions under FATCA:**

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

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

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

□□□□□□.□□□□□□.□□.□□□□

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

I.	<p>The Entity has not yet obtained a GIIN but is sponsored by another entity which does have a GIIN<sup>∞</sup> Please provide the sponsor's name and sponsor's GIIN :</p> <p><b>Sponsor's Name:</b> _____</p> <p><b>Sponsor's GIIN:</b> □□□□□□.□□□□□□.□□.□□□□</p>	<input type="checkbox"/>
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**3.4. Non-Financial Institutions (Non-Foreign Financial Entity/NFFE) under FATCA:**

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

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

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

Please indicate the Entity’s country of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers (“TIN”). Please refer to the OECD CRS Web Portal for AEOI for more information on Tax Residence.

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

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

- a) You are tax resident in a jurisdiction that does not issue a (TIN)
- Or

b) You are tax resident in a non-reportable jurisdiction (i.e. Ireland or the USA)

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

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

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

**\*Section 5: Entity's CRS Classification** (The information provided in this section is for CRS. Please note an Entity's CRS classification may differ from its FATCA classification in Section 3 above). In addition please note that the information that the Entity has to provide may differ depending on whether they are resident in a participating or non-participating CRS jurisdiction. For more information please see the OECD CRS Standard and associated commentary. <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

### 5.1 Financial Institutions under CRS:

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

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

I.	<b>A Reporting Financial Institution resident in a participating CRS jurisdiction</b>	<input type="checkbox"/>
II.	<b>A Financial Institution Resident in a Non-Participating Jurisdiction.</b>	<input type="checkbox"/>

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

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

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

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

## Section 6: Controlling Persons

**NB: Please note that each Controlling Person must complete a separate Individual Self-Certification form.**

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

For further information on identification requirements under CRS for Controlling Persons, see the Commentary to Section VIII of the CRS Standard. <http://www.oecd.org/tax/automatic->



**Name of All Controlling Person(s) of the Account Holder:**

If you have ticked sections 5.1 VI above, then please complete section 6.1 and 6.2 below:

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

I.	
II.	
III.	

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

## GENERAL TERMS AND CONDITIONS

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

RBC Investor Services Ireland Limited,  
4<sup>th</sup> Floor, One George's Quay Plaza  
George's Quay  
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]**