

# Application Form (Non Corporate)

For the Semper Capital Management, L.P. (the "Funds")  
of the GemCap Investment Funds (Ireland) plc (the "Company")



This application form is for client(s) investing a lump sum into the following sub-funds of the Company (the "Fund(s), each a "Fund"):  
Semper Total Return fund (Class A GBP Hedged, Class B GBP Hedged, Class A Eur Hedged, Class B GBP unhedged,  
Class B USD, Class C GBP Hedged, Class C GBP Unhedged, Class I GBP Hedged, Class I GBP Unhedged, Class I USD unhedged, Class I EUR Hedged)

Semper Capital Management, L.P. acts as investment manager to the Funds. All capitalised terms in this form shall have the meaning ascribed to them in the prospectus for the Company as amended from time to time (the "Prospectus").

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 & Treasury Services,**  
4th Floor, One George's Quay Plaza,  
George's Quay,  
Dublin 2,  
Ireland.

Telephone: + 353 1 4406555  
Email: Dublin\_TA\_Customer\_Support@rbc.com

## Personal Details:

### First Applicant:

Please tick the box that is applicable to you

Irish resident     Non Irish resident

Title:  Account Designation (If required):

First name(s):

Surname:

OR Entity Name:

Permanent Address:

Postcode:

Telephone Number:

Email Address:

Tax Identification Number\*:

Date of Birth (dd / mm / yyyy):  /  /

### Second Applicant Joint Holder:

Please tick the box that is applicable to you

Irish resident     Non Irish resident

Title:  Account Designation (If required):

First name(s):

Surname:

OR Entity Name:

Permanent Address:

Postcode:

Telephone Number:

Email Address:

Tax Identification Number\*:

Date of Birth (dd / mm / yyyy):  /  /

PO Box or C/O addresses will not be accepted.

## Bank Details:

Bank Name:

Branch Name:

Sort Code:

Account Name:

Account Number:

IBAN\*\*:

BIC\*\*:

**PLEASE NOTE: Should you wish to place a deal to invest immediately, in accordance with the trade cut-off, YOU MUST FAX RBC Investor Services this application together with the associated documentation as detailed in the General Terms and Conditions.**

**The fax number is + 353 1 6130401.**

**The original documents must also be either couriered or sent by post.**

Bank details are required for remittance purposes only

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

For Irish residents we are obliged to verify your details. Please provide a copy of a document showing your name, address and tax reference

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

I/We the undersigned having received, read and carefully considered a copy of the current Prospectus of the Company, the Supplements of the Funds containing information relating to the Funds and the Terms and Conditions attached to this application form and having had an opportunity to review the documentation referred to in the Prospectus hereby apply for such number of Shares at the subscription price calculated in accordance with the Prospectus, and Supplements for the Funds as may be subscribed for with the amount indicated below:

## 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 or website is appropriate in the context in which the business between the Company, 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 Company 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 means of a website or by email and hereby specifically consent to receiving the KIID in electronic form by way of email or by accessing the latest version of the document online at [www.gemini-im.com/about/gemini-investment-funds-ireland-plc](http://www.gemini-im.com/about/gemini-investment-funds-ireland-plc) (or such other website address as may be notified to me/us from time to time) (the “KIID Website”).

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 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 on the KIID Website. I/We agree that I/we will inspect the KIID by accessing the KIID Website 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 by means of the KIID Website 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 Company, 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 Class. Where permitted by applicable law, “provided” shall include informing the investor of the applicable website where the KIID may be obtained, which is [www.gemini-im.com/about/gemini-investment-funds-ireland-plc](http://www.gemini-im.com/about/gemini-investment-funds-ireland-plc) (or such other website address as may be notified to me/us from time to time).

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

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

Name of Fund	ISIN Code	Share Class Currency	Minimum Initial Subscription as per the Prospectus	Monetary amount to be invested in Share Class currency (in figures) OR Number of shares to be purchased in Share Class*	Monetary amount to be invested in Share Class currency (in words)*
SEMPER TOTAL RETURN A GBP HEDGED	IE00BD2BDK25	GBP	£1000		
SEMPER TOTAL RETURN CLASS B GBP HEDGED	IE00BF1PSK44	GBP	£20 million		
SEMPER TOTAL RETURN CLASS B EURO HEDGED	IE00BD2BDS01	EUR	€20 million		
SEMPER TOTAL RETURN CLASS A GBP UNHEDGED	IE00BD2BDL32	GBP	£1000		
SEMPER TOTAL RETURN C GBP HEDGED	IE00BFYV9H38	GBP	£1000		
SEMPER TOTAL RETURN FUND CLASS I GBP (INC) UNHEDGED	IE00BD2BDP79	GBP	£20 million		
SEMPER TOTAL RETURN FUND CLASS I GBP (INC) HEDGED	IE00BD2BDN55	GBP	£20 million		
SEMPER TOTAL RETURN FUND CLASS I (INC) USD	IE00BD2BLF30	USD	\$20 million		
SEMPER TOTAL RETURN CLASS I EURO (INC) HEDGED	IE00BD2BDV30	EUR	€20 million		
SEMPER TOTAL RETURN FUND CLASS B USD	IE00BD2BLJ77	USD	\$20 million		
SEMPER TOTAL RETURN C GBP UNHEDGED	IR00BFYV9J51	GBP	£1000		

\* If you are applying for a specific number of shares, please ensure it meets the minimum investment requirement.

# Individual (including Controlling Person's) Self-Certification for FATCA and CRS

## Instructions for completion and Data Protection Notice

We are obliged under Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each investor'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 Irish Data Protection Acts 1988 and 2003, the EU Data Protection Directive 95/46/EC, the EU ePrivacy Directive 2002/58/EC (as amended), the General Data Protection Regulation (EU 2016/679) and any relevant transposition of, successor or replacement to those laws. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor's interests in the Fund with relevant tax authorities. They may in turn exchange this information, and other financial information with foreign tax authorities, including tax authorities outside the EU. This form is intended to request information only where such request is not prohibited by Irish law.

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

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

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

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

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

**Section 4 should only be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity.** For further guidance see <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

(Mandatory fields are marked with an \*)

## Section 1: Investor Identification

Investor Name\*:

Current Residential Address\*:

Number:	<input type="text"/>	Street:	<input type="text"/>
City, Town, State, Province or County	<input type="text"/>		
Postal Code:	<input type="text"/>	Country:	<input type="text"/>

Mailing address (if different from above):

Number:	<input type="text"/>	Street:	<input type="text"/>
City, Town, State, Province or County	<input type="text"/>		
Postal Code:	<input type="text"/>	Country:	<input type="text"/>

Place Of Birth\*

Town or City of Birth*:	<input type="text"/>	Country of Birth*:	<input type="text"/>
Date of Birth*:	<input type="text"/>		

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

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

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

OR

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

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

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

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

Country of Tax Residency	Tax ID Number

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

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

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

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

## Section 5: Declaration and Undertakings

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

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

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

### Data Protection - Customer Information Notice :

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

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

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

Information that may be reported includes name, address, date of birth, place of birth, account balance, any payments including redemption and 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:

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\*Print Name:

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

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\*Capacity (if Controlling Person):

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## Revenue Declarations

Applicants resident outside the Republic of 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.

### Please tick a) or b)

Either:

**(a) Declaration on own behalf**

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

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

or

**(b) Declaration as Intermediary**

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/units, becomes resident in Ireland.

\* Please delete as appropriate

If you are resident or ordinarily resident in Ireland and are a qualifying investor within the meaning of Section 739D(6) of the Taxes Consolidation Act, 1997 please delete the declarations on own behalf and as Intermediary and contact the Administrator for a separate declaration form suitable for you.

### Authorised Signatory/signatories:

1.
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2.
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I/We hereby warrant that I/we have read the Prospectus and Articles of Association (as amended from time to time) of the Company 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 other legal, regulatory and taxation requirements operating within their respective jurisdictions the Administrator, the Investment Manager, the Investment Adviser, the Manager and the Company (as the case may be) may require further identification or information or documentation of the applicant(s) before the application can be processed and/or on an ongoing basis and the Administrator, the Investment Manager, the Investment Adviser, the Manager and the Company shall be held harmless and indemnified against any loss 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.

I/We hereby agree to indemnify and keep indemnified the Manager and the Company against any loss 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 or documentation requested by them or by the Administrator on their behalf. In the case of delay or failure to provide satisfactory information or documentation, each of the Company, the Manager and the Administrator may take such action (including declining to accept an application) as they think fit.

I am/We 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 hereby represent and declare that I/we am/are fully informed as to: (i) the legal requirements within my/our country for the purchase of Shares and are permitted to purchase the Shares under the laws and regulations of my/our home country in the manner in which the Shares have been offered and sold to me/us; (ii) any foreign exchange restrictions applicable to me/us; and (iii) any relevant tax considerations relating to me/us arising out of my/our purchase and ownership of Shares.

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

## Declarations/Representation and Warranties (cont)

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

I/We agree to notify the Company immediately if I/we become aware that any of the confirmations are no longer accurate and complete in all respects and agree immediately either to sell or to tender to the Company 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, Investment Adviser, their Affiliated Companies and any other service provider to the Company.

### In respect of Joint applicants only

We direct that on the dissolution or 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.

Joint Applicants:

Names:	<input type="text"/>	Signatures:	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>

## Data Protection/Information about other investment services

Your personal information will be handled by the Administrator or its duly appointed delegate (as Data Processor on behalf of the Company) in accordance with the Irish Data Protection Acts 1988 and 2003, the EU Data Protection Directive 95/46/EC, the EU ePrivacy Directive 2002/58/EC (as amended), the General Data Protection Regulation (EU 2016/679) and any relevant transposition of, successor or replacement to those laws. The Administrator, the Manager, the Global Distributor, the Distributor, the Investment Manager or the Company may disclose or transfer your information or documentation to each other, to any affiliate, to any other service provider of the Company and third parties such as auditors and any authority whether regulatory, taxation or otherwise where necessary or advisable to facilitate the acceptance and management of this subscription including but not limited to, in connection with anti-money laundering purposes or for compliance with legal, taxation and regulatory requirements and guidance of any jurisdiction or for disclosure to the tax authorities in Ireland or in the applicant's country of residence or domicile or establishment or in any country as may be required by law, legislation or regulation or tax/regulatory authorities or for legitimate business interests. The applicant hereby consents to the processing of his/her information, which may include the recording of telephone calls with the Administrator for the purpose of confirming data, and the disclosure or transfer of his/her information and/or documentation as outlined above and to the Investment Manager and where necessary or in the Company's or the Manager's, or the Administrator's legitimate interests to any company in the Administrator's and/or Manager's, and/or the Manager and/or the Investment Manager'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.

## Authorising Payment

I/We have authorised payment to GemCap Investment Funds (Ireland) plc - Semper Capital Management, L.P. Funds via bank transfer to the bank account details given on page 9:

Signature:	<input type="text"/>	Signature:	<input type="text"/>
Print Name:	<input type="text"/>	Print Name:	<input type="text"/>
Position:	<input type="text"/>		<input type="text"/>

(only if signing on behalf of the beneficial owner)

Date:

Date:



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

Company Name:

Address:

Registration No. & Name of Regulator:

Contact Name:

Tel:

Email:

**Bank Details:**

Bank Name:

Branch Name:

Sort Code:

Account Name:

Account Number:

IBAN\*\*:

BIC\*\*:

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)  
Retained Initial Commission (RIC)*

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 Irish Financial Services Regulatory Authority 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 Company with the Introduction Certificate (attached below) where such intermediary is investing on a nominee or omnibus basis on behalf of underlying ultimate beneficial owners.

## Payment details for TT settlement

<b>Currency</b>	GBP (Great Britain Pounds)
<b>Intermediary Bank</b>	Bank of America London
<b>SWIFT I.D.:</b>	BOFAGB22
<b>Beneficiary Bank:</b>	RBC Investor Services Bank SA Luxembourg
<b>SWIFT I.D.:</b>	FETALULL
<b>Beneficiary Account:</b>	GemCap Investment Funds (IRL) plc
<b>IBAN Number:</b>	LU983414420027839700
<b>Reference*</b>	
* The applicant's name should be placed in the Reference field, it is extremely important this is completed.	

<b>Currency</b>	USD (US Dollars) (Via Fedwire)
<b>Intermediary Bank</b>	Bank of America New York
<b>SWIFT I.D.:</b>	BOFAUS3N
<b>Beneficiary Bank:</b>	RBC Investor Services Bank SA Luxembourg
<b>SWIFT I.D.:</b>	FETALULL
<b>Beneficiary Account:</b>	GemCap Investment Funds (IRL) plc
<b>IBAN Number:</b>	LU893412420027835500
<b>Reference*</b>	
* The applicant's name should be placed in the Reference field, it is extremely important this is completed.	

<b>Currency</b>	EUR (Euro)
<b>Intermediary Bank</b>	Bank of America Dublin
<b>SWIFT I.D.:</b>	BOFAIE3X
<b>Beneficiary Bank:</b>	RBC Investor Services Bank SA Luxembourg
<b>SWIFT I.D.:</b>	FETALULL
<b>Beneficiary Account:</b>	GemCap Investment Funds (IRL) plc
<b>IBAN Number:</b>	LU583416420027834500
<b>Reference*</b>	

\* 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:

**Code Swift Bank Name**

BOFAGB22 Bank of America London  
 BOFADEFX Bank of America Frankfurt  
 BOFAES2X Bank of America Madrid  
 BOFAIE3X Bank of America Dublin

BOFAFRPP Bank of America Paris  
 BOFAIT2X Bank of America Milan  
 BOFABE3X Bank of America Antwerp  
 BOFANLNX Bank of America Amsterdam

When sending payment by TT, please quote the applicant's name, bank, bank account number and class of Shares. \*Sub Account: Please quote the full name of the Fund and relevant reference number. All subscription monies must be received in the relevant subscription account immediately in cleared funds within three days of the relevant Dealing Day. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

# GENERAL 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.

1.2 The Company, the Manager 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 Company, the Manager 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, or deemed necessary for regulatory or taxation purposes.

## 2. PREVENTION OF MONEY LAUNDERING

2.1 All applicants must attach to this application form all the relevant documentation requested. Please refer to the Administrators 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 Company, the Manager 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 Company, the Manager 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 Company, the Manager 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. Redemptions will not be processed on non cleared/verified accounts.

## 3. CORPORATE, TRUSTEE AND JOINT APPLICATIONS

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 Company, the Manager 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 Company, the Manager 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 Company, the Manager and the Administrator has about the distribution of assets between the account holders of a joint account be used against the Company, the Manager or Administrator in any way.

3.3 The applicants hereby confirm that upon the dissolution or death of any of the undersigned, this individual signatory power will continue to be in force the Company, the Manager 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 Company, the Manager 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

Unless a Corporate, I/we confirm that I am/we are 18 years of age or over. (N.B a person over 18 may apply for shares in the Company to be held in trust for a minor).

## 6. INDEMNITY

6.1 The applicant(s) will indemnify upon first demand the Company, the Manager and the Administrator and any other delegates against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by them arising either directly or indirectly out of or in connection with a breach by the applicant(s) of these Terms and Conditions or out of anything done or omitted by the Company, the Manager or the Administrator pursuant to any instructions given by fax or out of the Company, the Manager 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 or fraud of the Company, the Manager or the Administrator.

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

6.3 Fax 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 will be processed on receipt of fax instructions but redemption 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.

6.4 Each applicant for Shares acknowledges that neither fax nor e-mail is 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 or e-mail 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 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 or e-mail and acting thereon;

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

I/we acknowledge that by completing this Application Form, that I/we have provided personal information which may constitute "personal data" within the meaning of the Irish Data Protection Acts 1988 and 2003, the EU Data Protection Directive 95/46/EC, the EU ePrivacy Directive 2002/58/EC (as amended), the General Data Protection Regulation (EU 2016/679) and any relevant transposition of, successor or replacement to those laws (the "Data Protection Laws"). I/we acknowledge that personal data will be used by the Company for the following purposes: (i) to manage the holding in accordance with the terms of the application form; (ii) for legitimate business interests; (iii) for any specific purpose where the Applicant has given specific consent; and (iv) to comply with regulatory and legal obligations, including: anti money laundering; counter terrorist financing legislation; the Common Reporting Standard (as implemented in Ireland by Section 89 E, Section 891F and Section 891G of the Taxes Consolidation Act (1997) (as amended)). Personal financial information may be shared with the Revenue Commissioners, who may in turn share this data with foreign tax authorities. Please consult the Automatic Exchange of Information webpage on [www.revenue.ie](http://www.revenue.ie) for further information in this regard.

I/we acknowledge that personal data may be disclosed by the Company to its delegates, professional advisors, service providers, regulatory bodies, auditors, technology providers and any authorised agents or related, associated or affiliated companies of the foregoing for the same or related purposes. In the event that Applicants' personal data is transferred to countries which may not have equivalent data protection laws as Ireland, the Company is required to ensure that the processing of such data is in compliance with the Data Protection Laws.

The Data Protection Laws provide that applicants have: the right of access to personal data held by the Company; the right to amend and rectify any inaccuracies in personal data held by the Company; the right to erase personal data held by the Company; the right to request restriction of the processing of personal data held by the Company; and the right to object to the processing of personal data by the Company. I/we acknowledge that these rights will be exercisable subject to the limitations as provided for in the Data Protection Laws. Applicants may make a request to exercise these rights by contacting [deirdre.toner@gemincapital.ie](mailto:deirdre.toner@gemincapital.ie).

Personal data may be retained by the Company for the period of the Applicants' investment and thereafter, in accordance with legal and regulatory requirements, including the Company's record retention policy.

The Company is a Data Controller within the meaning of the Data Protection Laws. The Company will hold all personal data in confidence and at all times in strict compliance with the Data Protection Laws. Applicants have the right to lodge a complaint with the Office of the Data Protection Commissioner in the event that they are dissatisfied with the manner in which their personal data is used by the Company. In the event of any queries or requests relating to the Company's data protection policy, please do not hesitate to contact Ms. Deirdre Toner, [deirdre.toner@gemincapital.ie](mailto:deirdre.toner@gemincapital.ie).

I/we confirm that we will promptly advise the Administrator of any amendments to information which may be relevant for tax purposes including my/our name(s), address (es) tax identification number and country of residence.

I/we hereby agree to indemnify the Paying Agent, the Manager and the Company against any and all loss, liability, costs and expenses (including without limitation legal fees, taxes and penalties) 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. 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 Company's or the Manager's or the Administrator's legitimate interests to any company in the Manager's or the Administrator's and/or the Investment Manager's or Global 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 Company, the Manager, the Investment Manager, the Global Distributor 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 Company and/or my/our investment in the Company, in electronic form, such as e-mail. 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 Company, the Manager and the Administrator makes no warranties in relation to these matters. I/we also note that the Company, the Manager and 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 Company, the Manager, the Investment Manager, the Global Distributor, 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 Company, 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 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) 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.

## 11. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

I/we hereby agree that for the purpose of allowing GemCap Investment Funds (Ireland) plc. to comply with the rules of Sections 1471 through 1474 (inclusive) of the Internal Revenue Code of 1986 of the US, as amended, any current or future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof ("FATCA") in order to receive any payments without withholding tax, I / we will:

- provide GemCap Investment Funds (Ireland) plc (or any nominated service provider) (including the Manager) with any information, declarations, certificates or documentation necessary for FATCA reporting including completing the Self-Certifications contained in this Application Form; and
- permit GemCap Investment Funds (Ireland) plc (or any nominated service provider including the Manager) to:
  - share such information with the Irish Revenue or other relevant tax or other government authority as required by FATCA;
  - compel or effect the sale or redemption of the shares or repurchase and cancel the shares if I / we fail to comply with the foregoing requirement; and
  - make any other amendments to any other documents entered into in connection with the subscription as may be necessary to enable GemCap Investment Funds (Ireland) plc and/or the Manager to comply with FATCA.

## 12. 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 Global Distributor, and the Manager and/or the Company.

## 13. 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.

## 14. FRAUDULENT USE OF SIGNATURE

14.1 Neither the Company, the Manager 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").

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

## 15. AMENDMENTS TO THE TERMS AND CONDITIONS

The Company and/or the Manager reserves the right at any time to modify these Terms and Conditions. The Company and/or the Manager 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 objection in writing to the proposed amendments, within two weeks from the date of the notification.

## 16. 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 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.

## 17. 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.

## 18. 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.

## 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]