

## APPENDIX A

### **Subscription Documents**

#### **CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC**

#### **CAYMAN NATIONAL SECURITIES INTERNATIONAL EQUITY FUND SEGREGATED PORTFOLIO**

These Subscription Documents relate to the private offering of non-voting participating shares of US\$0.01 par value each (**Shares**) of Cayman National Securities Mutual Funds, SPC (**Fund**) attributable to the Cayman National Securities International Equity Fund Segregated Portfolio (**Segregated Portfolio**) as described in the Information Memorandum of the Fund and the accompanying Listing Particulars of the Segregated Portfolio (together, the **Offering Documents**) dated May 2024. Capitalized terms not otherwise defined herein shall have the same meaning as in the Offering Documents. References to the "Fund" or the "Segregated Portfolio" herein shall, as the context requires, refer to the Fund on behalf of and for the account of itself or the Segregated Portfolio.

The attached Subscription Agreement is the document by which you offer to subscribe for and purchase Shares in the Fund attributable to the Segregated Portfolio. Before completing the Subscription Agreement please read the Offering Documents, the Subscription Agreement and any other documents referenced therein in full.

The Schedule to the Subscription Agreement must be completed in full. An incomplete Subscription Agreement will not be accepted.

In order to comply with applicable anti-money laundering, anti-terrorist financing and anti-proliferation financing laws and regulations the Fund is required to verify the identity of each applicant for shares, the identity of their beneficial owners/controllers (where applicable), their address and source of funds. Therefore, applicants for shares must provide the documentation specified in Appendix B that is appropriate to the category of applicant. All documents must be originals or copies certified by a suitable person (such as a lawyer, accountant, director or manager of a regulated institution or a notary public) as a true copy. Where documents are not in English, a notarised translation must be provided.

In addition, an applicant must complete and execute either an Individual Self-Certification form (Appendix C) or an Entity Self-Certification form (Appendix D) to enable the Fund to discharge its obligations in connection with the Cayman Islands Tax Information Authority Act (as revised) and other information reporting requirements.

Once completed, the Subscription Agreement and supporting documentation should be sent to:

CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC  
c/o JTC Fund Services (Cayman) Ltd.  
94 Solaris Avenue, 2nd Floor  
Camana Bay, P.O. Box 30745  
Grand Cayman, KY1-1203  
Cayman Islands

Telephone: +1(345) 949-7212  
Email: [shareholderservices.gcm@jtcgroup.com](mailto:shareholderservices.gcm@jtcgroup.com)

The Subscription Agreement may be sent by email to the email address above but you must also send the original signed Subscription Agreement to the address above within one month.

The Subscription Agreement, together with any supporting documents, must be received by no later than 4:00 p.m. (Cayman Islands time) on the Business Day prior to the relevant Dealing Day.

Payment of subscription monies should be made in United States Dollars to:

|           |                                  |                                                |
|-----------|----------------------------------|------------------------------------------------|
| Bank:     | Citibank, N.A                    | Account Number: 36148883                       |
| Address:  | 111 Wall St., New York, NY 10043 | For further credit: Cayman National Securities |
| ABA Nr.:  | 021-000-089                      | International Equity Fund Segregated           |
| Portfolio |                                  |                                                |
| Account:  | Cayman National Bank             | Account Number: 022-21914                      |

**CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC**

**CAYMAN NATIONAL SECURITIES INTERNATIONAL EQUITY FUND SEGREGATED  
PORTFOLIO**

**SUBSCRIPTION AGREEMENT**

To: CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC  
JTC Fund Services (Cayman) Ltd.  
94 Solaris Avenue, 2nd Floor  
Camana Bay, P.O. Box 30745  
Grand Cayman, KY1-1203  
Cayman Islands

Telephone: +1(345) 949-7212  
Email: [shareholderservices.gcm@jtcgroup.com](mailto:shareholderservices.gcm@jtcgroup.com)

Dear Sirs

**1 SUBSCRIPTION FOR SHARES**

I/we, the undersigned (**Subscriber**) hereby agree with the Fund as follows:

**(I) DEFINITIONS**

- a. In this subscription agreement (**Agreement**) capitalised words and expressions used but not defined have the meanings given to them in the Information Memorandum relating to the Fund and the Listing Particulars relating to the Segregated Portfolio (**Offering Documents**).

**(II) APPLICATION**

- a. The Subscriber hereby irrevocably applies for such number of Shares attributable to the Segregated Portfolio as may be purchased with the subscription amount specified in the Schedule.
- b. The Subscriber undertakes to remit the subscription monies in full, net of bank charges, by electronic transfer so that cleared funds are received in the bank account of the Fund by 4pm (Cayman Islands time) 1 Business Day prior to the relevant Dealing Day.
- c. The Subscriber acknowledges that unless and until its application is rejected by the Fund, the Subscriber shall not be entitled to cancel, terminate or revoke this application.

**(III) APPLICATION SUBJECT TO ACCEPTANCE**

- a. The Subscriber acknowledges that this Agreement will not be binding on the Fund unless and until it is accepted by the Fund and that the Fund may reject this application in whole or part and is not obliged to give any reason for doing so.

- b. If this application is accepted, written confirmation detailing the Shares which have been issued will be sent to the Subscriber as soon as practicable after the relevant Subscription Day. Such written confirmation shall constitute the acceptance and agreement of the Fund to this Agreement.
- c. In the event of this application being rejected, the subscription monies paid (or the balance thereof in the case of a partial rejection) will be returned (without interest) as soon as practicable to the bank account from which the subscription monies were remitted, at the risk and cost of the Subscriber.

**(IV) BASIS ON WHICH APPLICATION IS MADE**

- a. The Subscriber represents and warrants that it has received, read, fully considered and understands the Offering Documents and is making this application for Shares on the terms of the Offering Documents and subject to the provisions of the memorandum and articles of association of the Fund (**Articles**).
- b. The Subscriber represents and warrants that:
  - i. it is applying for Shares on the basis of the information contained in the Offering Documents and that it has not relied on any representations or statements made or information provided by any person in relation to the Segregated Portfolio and the Fund other than the information contained in the Offering Documents;
  - ii. copies of all material contracts described in the Offering Documents together (where applicable) with the most recent annual report and accounts of the Fund have been made available to it; and
  - iii. it has been given the opportunity to ask questions of and receive written answers from, representatives of the Fund concerning the terms and conditions of an investment in the Segregated Portfolio and all such questions have been answered to its satisfaction.
- c. The Subscriber represents and warrants that it:
  - i. has the knowledge, expertise and experience in financial matters to evaluate the risks associated with an investment in the Segregated Portfolio; and
  - ii. is aware of the risks inherent in investing in the types of investments in which the assets attributable to the Segregated Portfolio will be invested and the methods by which such investments will be held and/or traded.
- d. The Subscriber represents and warrants that it has evaluated its proposed investment in the Segregated Portfolio in light of its financial conditions and resources and is able to bear the economic risk of its investment in the Segregated Portfolio, including the inherent risk of the potential to lose its entire investment in the Segregated Portfolio.
- e. The Subscriber represents and warrants that it is acquiring the Shares for investment purposes only and not with a view to distributing or reselling such Shares in whole or in part.

**(V) ELIGIBILITY TO INVEST**

- a. The Subscriber represents and warrants that it is an Eligible Investor.
- b. The Subscriber agrees that it will notify the Fund immediately if it becomes aware that it, or any person for whom it holds the Shares, has ceased to be an Eligible Investor.

**(VI) CONFIDENTIALITY**

- a. The Subscriber agrees that it shall not duplicate or provide copies of the Articles, the Offering Documents or this Agreement to any persons other than its legal, tax and financial advisers.
- b. The Subscriber agrees that it will keep confidential and will not disclose to third parties (other than its legal, tax or financial advisers under similar conditions of confidentiality) any and all information regarding the Fund, including with respect to Fund performance. The Fund acknowledges that the confidentiality obligations under this Clause shall not apply to any disclosure of information to the extent such disclosure is required by any applicable law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory or taxation authority. The Subscriber will notify the Fund of any such disclosure requirement as soon as reasonably practicable (including the basis upon which it believed the information was required to be disclosed) unless such notice is otherwise prohibited by applicable law or the relevant central bank or any governmental, regulatory or taxation authority.

**(VII) INFORMATION PROVIDED IN THIS SUBSCRIPTION AGREEMENT**

- a. The Subscriber represents and warrants that the information given in this Agreement is true, accurate and complete in all respects and may be relied upon by the Fund and/or any of its delegates and agents.
- b. The Subscriber agrees to notify the Fund promptly of any change with respect to any information given in this Agreement or if any of the warranties, representations or statements in this Agreement are no longer accurate and complete in all respects.
- c. The Subscriber agrees that it will, if requested to do so, provide such certifications, documents or other evidence as the Fund and/or any of its delegates or agents may reasonably require in connection with the Subscriber's holding of Shares, including to substantiate the warranties, representations or statements contained in this Agreement.
- d. The Subscriber agrees that if it provides information or documentation to the Fund that is in anyway misleading, or fails to provide the Fund, its delegates or agents with any requested information or documentation or otherwise takes any action which directly or indirectly causes the Fund to suffer any liability, cost, expense, tax, withholding or
- e. deduction, the Fund may hold back from any redemption proceeds or distributions and retain, an amount sufficient to discharge any such liability, cost, expense, tax, withholding or deduction.

#### **(VIII) WITHDRAWAL OF INVESTMENT**

- a. The Subscriber acknowledges that its investment in the Segregated Portfolio cannot be withdrawn except by way of redemption of Shares in accordance with the terms of the Offering Documents and the Articles and that redemption proceeds paid on the redemption of Shares will be paid into the account from which the Subscriber's subscription monies were received unless the Fund agrees otherwise.
- b. The Subscriber acknowledges that, notwithstanding any other provision of this Agreement, if at any time the Fund restricts the number of Shares which may be redeemed by a shareholder on any Redemption Day or suspends or delays the payment of redemption proceeds in accordance with the Articles, each shareholder which has submitted a redemption request shall not at any time bring a petition to wind up the Fund or bring proceedings of a similar nature in any jurisdiction, where such right to bring such petition or similar proceedings arises as a result of the shareholder being a contingent creditor of the Fund until such time as such shareholder's redemption request has been satisfied in full.

#### **(IX) AMENDMENT OF OFFERING DOCUMENTS**

- a. The Subscriber acknowledges and agrees that the Fund may amend the Offering Documents from time to time in the circumstances set out in the Offering Documents and that any such amendment will apply to the Subscriber in respect of any Shares issued pursuant to this Agreement.
- b. The Subscriber hereby agrees that if the Subscriber is asked to consent to any proposed amendment, variation or abrogation of the offering terms in the Offering Documents and written notice of such proposed amendment, variation or abrogation is given to the Subscriber in accordance with the notice provisions of the Articles of Association, the Subscriber shall be deemed to have consented to the proposed amendment, variation or abrogation if the Subscriber does not affirmatively object in writing to such proposed amendment, variation or abrogation within 20 days (or such shorter time as may be determined by the Directors in their discretion) after such notice is received or deemed to have been received in accordance with the notice provisions of the Articles of Association.

#### **(X) ANTI-MONEY LAUNDERING, ANTI-TERRORIST FINANCING AND ANTI-PROLIFERATION FINANCING**

- a. The Subscriber acknowledges that, in order to comply with measures aimed at the prevention of money laundering, , terrorist financing and proliferation financing, the Fund and/or any of its delegates or agents may require verification of the identity of the Subscriber (including beneficial owners and/or controllers where applicable), its address and the source of the Subscriber's subscription monies before this application can be processed. The Subscriber undertakes to provide:
  - i. such information and documentation as the Fund and/or any of its delegates or agents may request to verify its identity (including beneficial owners and/or controllers where applicable), address and source of funds in compliance with applicable anti-money laundering, anti-terrorist financing, anti-proliferation financing and targeted financial sanctions laws and regulations; and

- ii. any further information and documentation as the Fund and/or any of its delegates or agents may request from time to time to ensure on-going compliance with applicable laws and regulations.
- b. The Subscriber acknowledges that neither the Fund nor any of its delegates or agents shall be liable for any loss arising as a result of a failure to process the Subscriber's application for Shares if such information and documentation as has been requested has not been provided by the Subscriber. The Subscriber agrees to indemnify and hold harmless the Fund and its delegates and agents against any loss incurred by them due to such information and documentation as has been requested not being provided by the Subscriber.
- c. The Subscriber represents and warrants that it is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, and if the Subscriber is a privately held entity, any person having a beneficial interest in such Subscriber, or any person for whom the Subscriber is acting as agent or nominee in connection with this investment is (Related Person), is acting, directly or indirectly:
  - i. in contravention of any applicable laws and regulations, including without limitation, the Proceeds of Crime Act (as revised) of the Cayman Islands, the Anti-Money Laundering Regulations (as revised) of the Cayman Islands, the Guidance Notes on the Prevention and Detection of Money Laundering, Terrorist Financing and Proliferation Financing in the Cayman Islands, the Terrorism Act (as revised) of the Cayman Islands, the Anti-Corruption Act (as revised) of the Cayman Islands, the Proliferation Financing (Prohibition) Act (as revised) of the Cayman Islands, the Misuse of Drugs Act (as revised) of the Cayman Islands and the Sanctions (defined below);
  - ii. on behalf of terrorist or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Assets Control (**OFAC**) or on any lists or regulations issued by the European Union and United Kingdom (as extended to the Cayman Islands by Statutory Instrument) pursuant to which dealings with persons specified therein are prohibited, restricted or discouraged, as such lists may be amended from time to time;
  - iii. on behalf of a person that is operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United States, United Nations, European Union, United Kingdom or Cayman Islands (collectively, Sanctions, and any person that is either the subject of such Sanctions or majority-owned or directly or indirectly controlled by one or more persons that are the subject of such Sanctions, a Sanctioned Person);
  - iv. for any party that is or has engaged, or will engage, in activities that could result in being designated a Sanctioned Person or on any list of restricted parties maintained by the U.S. federal government, the European Union, the United Kingdom (as extended to the Cayman Islands by statutory instrument) and/or Cayman Islands legislation;

- v. for a politically exposed person, any member of a politically exposed person's immediate family or any close associate of a politically exposed person, unless the Directors, after being specifically notified by the Subscriber in writing that it is such a person, conduct further due diligence and determine that the Subscriber shall be permitted to invest in the Fund; or
  - vi. as trustee, agent, representative or nominee for a shell bank<sup>1</sup>.
- d. The Subscriber acknowledges that should the Subscriber and/or any Related Person be, or become at any time during the Subscriber's investment in the Fund, a Sanctioned Person (a Sanctioned Persons Event), (a) the Fund or its duly authorised delegates may immediately and without notice to the Subscriber cease any further dealings with the Subscriber and/or the Subscriber's Shares in the Fund until such person ceases to be a Sanctioned Person or a license is obtained under applicable law to continue such dealings, and (b) the Fund shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the Subscriber or any Related Person as a result of a Sanctioned Persons Event.
- e. The Subscriber acknowledges that, notwithstanding anything to the contrary contained in any document (including the Offering Documents), if, following the Subscriber's subscription for Shares, the Fund or any of its delegates or agents reasonably believes that any aspect of a transaction with the Subscriber (whether by virtue of the Subscriber holding the Shares or otherwise) will be in contravention of Cayman Islands or United States federal, state, international or other laws or regulations, including anti-money laundering, anti-terrorist financing, anti-proliferation financing, Sanctions, anti-bribery or anti-boycott laws or regulations, the Fund may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions or restricting any redemptions with respect to the Subscriber's Shares. In addition, in any such event, the Subscriber may be forced to redeem from the Fund or may otherwise be subject to the remedies required by law, and, to the fullest extent permitted by applicable law, the Subscriber shall have no claim against any person for any form of damages as a result of any of the actions described in this paragraph.
- f. The Subscriber agrees that to the extent the Subscriber has any beneficial owners:
- i. it will maintain evidence of the identities of such beneficial owners for at least five years from the date of the Subscriber's complete redemption from the Fund; and
  - ii. it will make available such evidence and any additional evidence that the Fund may require upon request in accordance with applicable regulations.
- g. The Subscriber acknowledges that if any of the representations, warranties or agreements in this Clause (x) cease to be true or if the Fund no longer reasonably believes that it has satisfactory evidence as to their truth, the Fund may be obligated to take certain actions relating to the Subscriber's holding of Shares. Such action may include disclosing the

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<sup>1</sup> A "shell bank" means any institution that accepts currency for deposit and that (a) has no physical presence in the jurisdiction in which it is incorporated or in which it is operating, as the case may be, and (b) is unaffiliated with a regulated financial group that is subject to consolidated supervision.



Subscriber's identity to OFAC or other authority. The Subscriber acknowledges and agrees that if the Fund is required to take any such action, it shall have no claim against the Fund for any form of damages as a result of any of such actions.

- h. The Subscriber acknowledges that if any person resident in the Cayman Islands (including the Fund) knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Act (as revised) if the disclosure relates to criminal conduct or money laundering; or (ii) a police constable not below the rank of inspector, or the Financial Reporting Authority, pursuant to the Terrorism Act (as revised), if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.
- i. Where this application is made as trustee, custodian, nominee or otherwise on behalf of another person or persons, the Subscriber represents and warrants that:
  - i. it has carried out reasonable verification checks on, and obtained sufficient evidence as to the identity of, such person or persons on whose behalf the Subscriber shall be holding the Shares so as to satisfy itself of the identity of the underlying beneficial owners and of the provenance and legitimacy of the source of funds used to subscribe for the Shares; and
  - ii. it has otherwise complied with the laws and regulations relating to anti-money laundering, anti-terrorist financing and anti-proliferation financing procedures that are applicable in the jurisdiction where such Shares are offered or distributed.

**(XI) INSTRUCTIONS TO THE FUND**

- a. Any notice to be given by the Subscriber to the Fund whether pursuant to this Agreement or otherwise should be delivered to:

CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC  
c/o JTC Fund Services (Cayman) Ltd.  
94 Solaris Avenue, 2nd Floor  
Camana Bay, P.O. Box 30745  
Grand Cayman, KY1-1203  
Cayman Islands

Telephone: +1(345) 949-7212  
Email: [shareholderservices.gcm@jtcgroup.com](mailto:shareholderservices.gcm@jtcgroup.com)

- b. The Subscriber authorises and instructs the Fund and its delegates and agents to accept and execute any instructions in respect of the Shares to which this application relates given by the Subscriber in writing or by email. If instructions are given by email the Subscriber undertakes to send the original written instructions to the Fund and agrees to keep the Fund

and its delegates and agents indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon email instructions.

- c. The Subscriber acknowledges that the Fund and its delegates and agents may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine and to be signed by properly authorised persons.

## **(XII) COMMUNICATIONS FROM THE FUND**

- a. The Fund is required to deliver certain correspondence and documents to shareholders including statements, updates to the Offering Documents, notices, annual audited financial statements and regulatory communications (collectively, **Investor Communications**). The Fund will deliver Investor Communications to the Subscriber in the manner requested by the Subscriber in this Agreement. The Subscriber may at any time upon written notice to the Fund change the manner in which Investor Communications are delivered to the Subscriber.
- b. If the Subscriber chooses to receive Investor Communications by email the Subscriber acknowledges and agrees that:
  - i. the Fund may deliver any document as an attachment (which may be in Adobe's Portable Document Format (**PDF**) or such other format as the Fund may determine) to an email or by posting the document on a password protected website and notifying the Subscriber of its availability through an email;
  - ii. email messages are not 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;
  - iii. neither the Fund nor any of its delegates or agents will be liable for any interception or non-delivery of Investor Communications sent by email;
  - iv. it will be solely responsible for notifying the Fund of any change in its email address and that the Fund may not seek to verify or confirm the Subscriber's email address as provided; and
  - v. the Fund may intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law.

## **(XIII) DATA PROTECTION**

- a. The Subscriber acknowledges and agrees that information supplied on this Agreement and otherwise in connection with the Subscriber's application for Shares may be held by the Fund and/or its delegates and agents and may be used and shared as set out in the Privacy Notice attached hereto as Appendix E.
- b. The Subscriber acknowledges and agrees that, they have received and reviewed the Privacy Notice and:

- i. agrees to promptly provide the Privacy Notice to (i) each individual whose personal data the Subscriber has provided or will provide to the Fund or any of its delegates in connection with the Subscriber's investment in the Fund (such as a director, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), and (ii) any other individual connected to the Subscriber as may be requested by the Fund or any of its delegates. The Subscriber shall also promptly provide to any such individual, on request by the Fund or any of its delegates, any updated versions of the Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Fund or any of its delegates has directly or indirectly provided that individual's personal data; and
- ii. represents and warrants that all personal data provided to the Fund or its delegates by or on behalf of the Subscriber has been and will be provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data. The Subscriber shall ensure that any personal data that the Subscriber provides to the Fund or its delegates is accurate and up to date, and the Subscriber shall promptly notify the Fund if the Subscriber becomes aware that any such data is no longer accurate or up to date.

#### **(XIV) FATCA**

- a. For the purposes of the following provisions, **FATCA** means:
  - i. sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting and/or withholding tax regimes;
  - ii. any intergovernmental agreement, treaty, regulation, guidance or any other agreement between the Cayman Islands (or any Cayman Islands government body) and the United States or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in paragraph (a) above;
  - iii. the OECD Common Reporting Standard (**CRS**) and the multi-lateral competent authority agreement that is being adopted by those countries committing to the CRS; and
  - iv. any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in preceding sub paragraphs.
- b. The Subscriber acknowledges and agrees that:
  - i. the Fund is required to comply with the provisions of FATCA;
  - ii. it will provide, in a timely manner, such information regarding the Subscriber and its beneficial owners and such forms or documentation as may be requested from time to time by the Fund, its delegates or agents, to enable the Fund to comply with the requirements and obligations imposed on it pursuant to FATCA, specifically, but not

- limited to, forms and documentation which the Fund may require to determine whether or not the relevant investment is a "US Reportable Account" (or equivalent under any other FATCA regime) and to comply with the relevant due diligence procedures in making such determination;
- iii. any such forms or documentation requested by the Fund, its delegates or agents pursuant to paragraph (b) above, or any financial or account information with respect to the Subscriber's investment in the Fund, may be disclosed to the Cayman Islands Tax Information Authority (or any other Cayman Islands governmental body which collects information in accordance with FATCA) and to any person or regulatory authority where the provision of that information to such person or regulatory authority is required to ensure compliance by the Fund with its obligations under FATCA or to avoid being subject to withholding tax or other liabilities under FATCA;
  - iv. to the maximum extent permitted by applicable law, it waives, and/or shall cooperate with the Fund to obtain a waiver of, the provisions of any applicable laws which:
    - 1. prohibit the disclosure by the Fund, or by any of its delegates or agents, of the information or documentation requested from the Subscriber pursuant to paragraph (b) above; or
    - 2. prohibit the reporting of financial or account information by the Fund, its delegates or agents required pursuant to FATCA; or
    - 3. otherwise prevent compliance by the Fund with its obligations under FATCA;
  - v. if it provides information and documentation that is in anyway misleading, or it fails to provide the Fund, its delegates or agents with the requested information and documentation necessary in either case to satisfy the Fund's obligations under FATCA, the Fund may (whether or not such action or inaction leads to compliance failures by the Fund, or a risk of the Fund or its shareholders being subject to withholding tax or other liabilities under FATCA):
    - 1. take any action and/or pursue all remedies at its disposal including, without limitation, the compulsory redemption of all or any of the Participating Shares issued to the Subscriber; and
    - 2. hold back from any redemption proceeds or distributions and retain, an amount sufficient to discharge any liabilities, costs, expenses, taxes, withholdings or deductions caused (directly or indirectly) by the Subscriber's action or inaction; and
  - vi. it shall have no claim against the Fund, its delegates or agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund pursuant to this Clause 14 in order to comply with FATCA.
- c. The Subscriber agrees to indemnify and keep indemnified the Fund and its directors, officers and employees, from and against any FATCA related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever

which the Fund may incur under the provisions of FATCA as a result of any action or inaction (directly or indirectly) of the Subscriber. This indemnification shall survive the Subscriber's death or disposition of its Shares.

#### **(XV) POWER AND AUTHORITY**

- a. *If the Subscriber is an entity:* The person executing this Agreement for the Subscriber represents and warrants that he or she is duly authorised to do so and the Subscriber has the full power and authority under its governing instruments to acquire the Shares. The Subscriber represents and warrants that:
  - i. it is duly organised, validly existing and in good standing under the laws of its jurisdiction of organisation;
  - ii. the execution and delivery of this Agreement and performance by it of its terms (i) are within its powers and have been duly authorised by all necessary actions on its behalf, (ii) require no action by or in respect of, or filing with, any governmental body, agency or official (except as disclosed in writing to the Fund), and (iii) do not contravene, or constitute a breach of or default under any provision of applicable law or governmental rule, regulation or policy statement or of its certificate of incorporation or other comparable organisational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon it; and
  - iii. this Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms.
- b. *If the Subscriber is acting as trustee, agent, representative or nominee for another person or entity (a **Beneficial Owner**):* The Subscriber understands and acknowledges that the representations, warranties and agreements made in this Agreement are made by the Subscriber (a) with respect to the Subscriber, and (b) with respect to the Beneficial Owner. The Subscriber represents and warrants that it has all requisite power and authority from the Beneficial Owner to execute and perform the obligations under this Agreement.
- c. *If the Subscriber is an individual:* The Subscriber represents and warrants that (a) this Agreement constitutes a valid and binding agreement of the Subscriber and is enforceable against the Subscriber in accordance with its terms, and (b) the Subscriber has legal competence and capacity to execute this Agreement.

#### **(XVI) INDEMNITY**

- a. The Subscriber agrees to indemnify and keep indemnified the Fund and its directors, officers and employees, from and against any and all costs, claims, demands, liabilities, expenses, damages or losses including, without limitation, loss of profit and all interest, penalties and legal and other professional costs and expenses due to, or arising out of, breach of any of the representations, warranties, acknowledgements, undertakings or agreements by the Subscriber contained in this Agreement.

## **(XVII) GENERAL**

- a. In this Agreement:
  - i. the singular includes the plural and vice versa;
  - ii. words importing the masculine gender only include the feminine gender;
  - iii. any reference to a law of the Cayman Islands is a reference to the most recent revision of such law and includes any modification or re-enactment thereof for the time being in force;
  - iv. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense and meaning of the words preceding those terms;
  - v. a person includes all legal persons and natural persons and a legal person includes all forms of corporate entity and any other person having capacity to act in its own name created by or in accordance with the laws or regulations of any jurisdiction;
  - vi. headings are included for convenience only and shall not affect the construction of this Agreement;
  - vii. any reference to a Clause or a Schedule is, unless the context otherwise requires, a reference to a clause of, or a schedule to, this Agreement; and
  - viii. words and expressions not defined in this Agreement shall have the meanings given to them in the Offering Documents.
- b. The Schedule to this Agreement form part of it.
- c. If the Subscriber comprises more than one person, all representations, warranties, acknowledgements, undertakings and agreements by the Subscriber bind those persons jointly and each of them individually.
- d. This Agreement is binding on the Subscriber and its successors and permitted assigns and takes effect for the benefit of the successors and assigns of the Fund.
- e. This Agreement and each representation, warranty, acknowledgement, undertaking and agreement contained in this Agreement, shall survive the execution and delivery of this Agreement and the issue of Shares to the Subscriber and shall continue in effect for so long as the Subscriber holds a Share.
- f. If any provision in this Agreement is determined to be illegal, void, invalid or unenforceable under the laws of any jurisdiction such illegal, void or unenforceable provision shall be deemed to be severable from any other provision of this Agreement and shall be treated as having been severed from this Agreement in the relevant jurisdiction but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

- g. This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

**(XVIII) THIRD PARTY RIGHTS**

- a. A person who is not a party to this Agreement has no right to enforce directly any term of this Agreement save that, subject to the Contracts (Rights of Third Parties) Act, 2014 of the Cayman Islands, as amended, modified, re-enacted or replaced, or any law having similar effect (**Third Party Rights Act**), each person indemnified under this Agreement may enforce directly any of the provisions of such indemnity subject to and in accordance with the provisions of the Third Party Rights Act. Notwithstanding any other term of this Agreement, the consent of any person who is not a party to this Agreement (including, without limitation, any such indemnified party) is not required for any variation of, amendment to, or release, rescission, or termination of, this Agreement.

**(XIX) GOVERNING LAW AND JURISDICTION**

- a. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the Cayman Islands. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Cayman Islands in respect of any claim or matter arising under or in connection with this Agreement.

## SCHEDULE

### Particulars of Subscriber and application for Shares

#### **A Registration details:**

Full name(s) of

Subscriber(s): .....

*(up to four names* .....

*may be registered*

*as joint holder but* .....

*only one address)*

Registration

address: .....

*(PO Boxes are not* .....

*accepted for*

*registration* .....

*purposes)*

Correspondence

address: .....

*(if different)* .....

Telephone no:

.....

Email address:

.....

Nationality/place of incorporation:

.....

Source of funds/nature of business:

.....



(a) Number of Shares: \_\_\_\_\_

or

(b) such number of Shares as are equal in value on the next Valuation Day to the sum of:

**Subscription Amount**

\_\_\_\_\_

**Payment of subscription monies:** Subscription monies will be paid from and any redemption proceeds will be paid into the following account:

Name of Bank:

Account No:

Account Name:

SWIFT Code:

Fedwire ABA:

Bank Address:

Correspondent Bank Name:

Correspondent Bank Branch:

Correspondent Bank SWIFT Code:

*Wire confirmations for subscriptions must match the information provided above and the account must be held in the name of the Subscriber. No third party payments will be accepted.*

**Communications from the Fund:** The Subscriber would like to receive communications from the Fund by the following means:

☐ Email

☐ Post

*Until instructed otherwise, the Fund will send communications to the correspondence address or email address (as applicable) specified above.*

**Instructions from joint holders:** Until further written notice is given, the Fund and its delegates and agents are authorised to rely upon and act in accordance with instructions from:

☐ ANY of the joint holders (the joint holders undertake that any instructions given by any one joint holder is binding on each joint holder); or

☐ ALL of the joint holders.

*Please tick whichever box is applicable. Where no indication is made, all joint holders will be required to sign any instructions.*

**Proper instructions where Subscriber is an entity:** The following persons are authorised to give instructions to, and receive instructions from, the Fund and/or its delegates and agents. Such persons shall be the only persons so authorised until further written notice, signed by one or more of such persons, is given to the Fund.

---

Name

---

Signature

---

Name

---

Signature

---

Name

---

Signature

---

Name

---

Signature

## 2 EXECUTION

Signed by the Subscriber and, in the case of joint Subscribers, by all joint Subscribers

---

Signature

---

Date

---

Name

---

Capacity

---

Signature

---

Date

---

Name

---

Capacity

---

Signature

---

Date

---

Name

---

Capacity

---

Signature

---

Date

---

Name

---

Capacity

*Notes:*

*If the application for Shares is being made by joint subscribers, this Agreement must be signed by each joint subscriber.*

*If the application for Shares is being made by a corporation, this Agreement must be signed by an individual authorised to sign it on behalf of the corporation and that individual must state his/her capacity.*

*If the application for Shares is being made by a limited partnership, this Agreement must be signed by an individual authorised to sign it on behalf of the general partner of the limited partnership.*

## APPENDIX B

### AML CDD REQUIREMENTS

#### **Anti-Money Laundering , Anti-Terrorist Financing and Anti-Proliferation**

#### **Financing Questionnaire**

Prior to investment in the Fund you are required to provide the following information in connection with its anti-money laundering, anti-terrorist financing, anti-proliferation financing and investor identification policy. The subscription will not be deemed complete, regardless of whether funds have been wired, until all of the required documentation listed below is received.

**Additional documentation may be requested.**

#### Part A - General questions

Full legal name:

---

Date of birth / incorporation / formation:

---

Nationality:

---

Occupation legal form:

---

Address:

---

---

---

Is the investor, any of its affiliates or any of its direct or indirect beneficial owners a politically exposed person<sup>2</sup> or close associate<sup>3</sup> of a politically exposed person or a family member<sup>4</sup> of a politically exposed person?

☐ Yes

☐ No

Please describe the investor's source of funds and the broad nature of the investor's business:

---

---

---

---

<sup>2</sup> A "politically exposed person" is defined under Cayman Islands law as (a) a person who is or has been entrusted with prominent public functions by a foreign country, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (b) a person who is or has been entrusted domestically with prominent public functions, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executives of a state owned corporation and important political party official; and (c) a person who is or has been entrusted with a prominent function by an international organisation like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions.

<sup>3</sup> A "close associate" means any natural person who is known to hold the ownership or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

<sup>4</sup> A "family member" includes the spouse, parent, sibling or child of a politically exposed person.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Please describe the purpose of the subscription:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Part B - Payment origin**

Payment from a bank account in a Low Risk Country<sup>5</sup>

- ☐ Please check this box if the subscription monies are being transferred from an account in the investor's name at a bank that is regulated in, and either based or incorporated in or formed under the laws of, the Cayman Islands or a Low Risk Country.

*Please evidence this by providing a wire transfer confirmation or SWIFT payment form including the investor name and account details.*

**The evidence of identity detailed in Parts C to E (as applicable) below will need to be provided prior to redemption.**

**Part C - Lower risk investors**

**Please check any of the categories listed below that apply and provide the relevant evidence. If one or more of the categories below applies to the investor, then no further AML-related documentation is required from the investor unless specifically requested.**

Is the investor:

1. ☐ a central or local government, statutory body or agency of government in a country on the Low Risk Country list?  
*Please evidence this as appropriate (i.e. copy of government charter establishing said body)*

2. ☐ subject to the Anti-Money Laundering Regulations (Revised) of the Cayman Islands, or based in, or formed under the laws of, a Low Risk Country and acting in the course of business in relation to which an overseas regulatory authority (such as the U.S. Financial Industry Regulatory Authority, the Securities & Futures Commission of Hong Kong, and the Monetary Authority of Singapore) exercises regulatory functions)?  
*Please evidence this by providing evidence of regulatory status such as an extract from applicable regulatory authority's register or a certified copy of the authorisation or licence*  
Name of Regulator: \_\_\_\_\_

3. ☐ a company quoted, fund listed on, or broker member of the Cayman Islands Stock Exchange or listed on a recognised stock exchange<sup>6</sup>?

*Please evidence this by providing evidence of listing status such as an extract from the applicable exchange listing or a certified copy of the membership or listing approval*  
Name of Stock Exchange: \_\_\_\_\_

<sup>5</sup> Low Risk Country means: Argentina, Australia, Austria, Bahamas, Bahrain, Barbados, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Curacao, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hong Kong, Iceland, India, Ireland, Isle of Man, Israel, Italy, Japan, Jersey, Liechtenstein, Luxembourg, Malta, Netherlands, New Zealand, Norway, People's Republic of China, Portugal, Singapore, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom and United States of America.

<sup>6</sup> Recognised Stock Exchange means: Australian Securities Exchange, Borsa Italiana SPA, International Securities Exchange, Irish Stock Exchange, NASDAQ, National Stock Exchange (USA), NYSE / NYSE Arca, NYSE Euronext Brussels, NYSE Euronext Lisbon, NYSE Euronext NV, OMX Nordic Exchange, and the stock exchanges of: Athens, Barcelona, Berlin, Bermuda, Bilbao, Boston, Buenos Aires, Caracas, Chicago, Dusseldorf, Frankfurt, Fukuoka, Hamburg & Hannover, Hong Kong, Johannesburg, Korea, Malaysia, Lima, London, Luxembourg, Madrid, Mexican, Montreal, Munich, Nagoya, Osaka, Oslo, Philadelphia, Rio de Janeiro, Santiago, Sao Paulo, Singapore, Stuttgart, Swiss, Taiwan, Tel Aviv, Thailand, Tokyo, Toronto, Valencia and Vienna.

4. ☐ a majority-owned direct or indirect subsidiary of an entity referenced under 1-3 above?  
*Please evidence this by providing evidence of the relationship between the parent entity and subsidiary, this may be a structure chart certified by an appropriate certifier as described below*

Name of Regulator/Stock Exchange of parent: \_\_\_\_\_

5. ☐ a pension fund for a professional association or trade union or for employees of entities listed under 1-4 above.

*Please evidence this (i.e, certificate of registration of the fund or equivalent)*

## 6. Part D - Nominees and introducers

### Nominee or agent

- ☐ Please check this box if the investor is acting as nominee or agent for a principal.
- ☐ Such a nominee or agent must fall within one of the categories listed in Part C above. Please check this box and the relevant box in Part C above to confirm.
- ☐ Such a nominee or agent must also provide a "Written Assurance"<sup>7</sup>. Please check this box to confirm and please provide a copy of the Written Assurance.

### Eligible introducer

- ☐ Please check this box if the investor is seeking to rely on the introduction of an eligible introducer rather than providing the required documentation in Part E below.
- ☐ Such an eligible introducer must fall within one of the categories listed in Part C above. Please check this box and the relevant box in Part C above to confirm.
- ☐ Such an eligible introducer must also provide a Written Assurance. Please check this box to confirm and please provide a copy of the Written Assurance.

## Part E - Required documentation

If the investor does not fall within Part C or D above, please provide the documentation below. An investor falling within Part B does not need to provide the documentation below prior to investment but must do so prior to payment of any proceeds. Any deviations from the provision of the below documentation will be subject to the approval of the fund (or its delegate) in its sole discretion. In certain circumstances, additional documentation may be requested. Please check all that are applicable:

Natural persons, please provide:

- i. ☐ *certified copy* of passport, driver's license or other government issued photo identification card (*photograph must be sufficiently clear*);
- ii. ☐ proof of address (*only if not listed on photo identification*); and
- 
- iii. ☐ date of birth (*only if not listed on photo identification*).

Companies and limited liability companies, please provide:

- i. ☐ *certified copy* of certificate of incorporation (or equivalent constitutional document) and certificate of good standing (or equivalent document to evidence that the company remains incorporated);

<sup>7</sup> Such a "Written Assurance" must be drafted in a manner that is compliant with the legal requirements of the Anti-Money Laundering Regulations (Revised) and is otherwise acceptable to the fund.

- ii. ☐ *certified copy* of memorandum and articles of association;
- iii. ☐ *certified copies* of any applicable resolutions, powers of attorney or authorisation letters authorising the investor's investment;
- iv. ☐ *certified copy* of the register of members (or equivalent);
- v. ☐ *certified copy* of authorised signatory list (including all individuals authorised to act on the investor's behalf in relation to its investment), together with specimen signatures;
- vi. ☐ *certified copy* of latest audited financial statements (where available);
- vii. ☐ a list of the identities of all directors (ideally the copy of the official register of directors) **Note: at least two directors must provide the documents set out under "Natural Persons" of this Part E;** and
- viii. ☐ identity of any natural person with a direct or indirect interest in the investor of more than 10% or otherwise exercises control over the company **Note: each such person must provide the documents set out under "Natural Persons" of this Part E.**

Where there are one or more entities in a chain of ownership meeting this criteria, you may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain together with identification verification information for the top person in the chain.

Partnerships Please provide:

- i. ☐ *certified copy* of certificate of limited partnership or certificate of formation, as applicable (or equivalent constitutional documents);
- ii. ☐ *certified copy* of partnership agreement or limited liability company agreement, as applicable;
- iii. ☐ *certified copy* of authorised signatory list (including all individuals authorised to act on the investor's behalf in relation to its investment), together with specimen signatures;
- iv. ☐ *certified copies* of any applicable resolutions, powers of attorney or authorisation letters authorising the investor's investment;
- v. ☐ *certified copy* of latest audited financial statements (where available); and
- vi. ☐ the identity of two partners, the general partner(s), authorised signatories and any other person with control of such partnership. **Note: each such person must provide the relevant required information in this Part E.**

Where there are one or more entities in a chain of ownership meeting this criteria, you may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain together with identification verification information for the top person in the chain.

Trusts (or equivalent, such as foundation entities) Please provide:

- i. ☐ *certified copy* of trust deed or agreement (or equivalent constitutional document);
- ii. ☐ *certified copies* of any applicable resolutions, powers of attorney or authorisation letters authorising the investor's investment;
- iii. ☐ *certified copy* of latest audited financial statements (where available);



- iv. ☐ a list of the identities of each of the settlor(s) (i.e. the person(s) whose property was settled on trust); the protector (if any - not all trusts make such an appointment); the enforcer (if any - not all trusts make such an appointment); the beneficiaries (if any - where trusts are for a broad charitable purpose, for example, they may not have natural person beneficiaries), and any other natural person exercising ultimate effective control over the trust (including through a chain of control/ownership); **Note: each such person must provide the relevant required information in this Part E;** and
- v. ☐ a list of the identities of each trustee and other controlling persons. **Note: each such person must provide the documents set out under "Natural Persons" of this Part E.**

Where there are one or more entities in a chain of ownership meeting this criteria, you may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain together with identification verification information for the top person in the chain.

**NOTE: ALL COPY DOCUMENTS MUST BE CERTIFIED BY A SUITABLE CERTIFIER**, this means that copies of documentation must be certified by a lawyer, accountant, directors or officer of a regulated financial services provider, police officer, embassy or consular official or notary public. The certifier must confirm that they have viewed the original documentation and that the photocopy is a true copy of the original. The words "*certified true copy*" must be included and the document must be signed and dated, and include details of the certifiers capacity (e.g. lawyer), contact address, telephone number, registration number and stamp (if applicable). **Any documents not in English must be accompanied by a certified translation.**

## APPENDIX C

### INDIVIDUAL SELF-CERTIFICATION FORM

#### **Instructions for completion**

*We are obliged under the Tax Information Authority Act, the Regulations, and Guidance Notes made pursuant to that Act, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.*

*If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please contact your tax advisor.*

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

#### **Section 1: Account Holder Identification**

/ /

|                     |                      |          |                            |
|---------------------|----------------------|----------|----------------------------|
| Account Holder Name | Date<br>(dd/mm/yyyy) | of Birth | Place and Country of Birth |
|---------------------|----------------------|----------|----------------------------|

#### **Permanent Residence Address:**

|                 |           |
|-----------------|-----------|
| Number & Street | City/Town |
|-----------------|-----------|

|                       |           |         |
|-----------------------|-----------|---------|
| State/Province/County | Post Code | Country |
|-----------------------|-----------|---------|

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

|                       |           |           |
|-----------------------|-----------|-----------|
| Number & Street       |           | City/Town |
| State/Province/County | Post Code | Country   |

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

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

- (a) ☐ ☐ I confirm that **I am** a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:
- \_\_\_\_\_
- (b) ☐ ☐ I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.
- (c) ☐ ☐ I confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

**Complete section 3 if you have non-U.S. tax residences.**

**Section 3: Declaration of Tax Residency (other than U.S.)**

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

| Country/countries of tax residency | Tax reference number type | Tax reference number |
|------------------------------------|---------------------------|----------------------|
|                                    |                           |                      |
|                                    |                           |                      |
|                                    |                           |                      |

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

**Section 4: 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 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 inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

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

Date                                /        /  
(dd/mm/yyyy):

\_\_\_\_\_

## APPENDIX D

### ENTITY SELF-CERTIFICATION FORM

#### **Instructions for completion**

We are obliged under the Tax Information Authority Act, the Regulations, and Guidance Notes made pursuant to that Act, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please refer to accompanying guidelines for completion or contact your tax advisor.

#### **PART I: General**

##### **Section 1: Account Holder Identification**

---

Legal Name of Entity/Branch

Country of  
incorporation/organisation

##### **Current Residence or Registered Address:**

---

Number & Street

City/Town

---

State/Province/County

Post Code

Country

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

---

Number & Street

City/Town

---

State/Province/County

Post Code

Country

## **PART II: US IGA**

### **Section 2: U.S. Persons**

Please tick and complete as appropriate.

(d) ☐ ☐ The entity is a ***Specified U.S. Person*** and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

(e) ☐ ☐ The entity is a U.S. Person that is not a Specified U.S. Person.

Indicate  
exemption<sup>8</sup>

***If the entity is not a U.S. person, please complete Section 3.***

### **Section 3: US FATCA Classification for all Non United States Entities**

Please complete this section if the entity is **not** a *U.S. Person*

**3.1** If the entity is a ***Registered Foreign Financial Institution***, please tick one of the below categories, and provide the entity's *FATCA GIIN* at 3.1.1.

- (a) ☐ ☐ Reporting Model 1 FFI
- (b) ☐ Registered Deemed Compliant Foreign Financial Institution (other than a reporting Model 1 FFI, sponsored FFI, or non-reporting IGA FFI)
- (c) ☐ ☐ Reporting Model 2 FFI
- (d) ☐ ☐ Participating Foreign Financial Institution

**3.1.1** Please provide your *Global Intermediary Identification number (GIIN)*:

(if registration in progress

indicate so)

**3.2** If the entity is a ***Financial Institution but unable to provide a GIIN or has a Sponsored Entity GIIN***, please complete one of the below categories:

- (a) ☐ ☐ The Entity is a Sponsored Financial Institution (sponsored by another entity that has registered as a Sponsoring Entity) and (select one):
  - i. ☐ ☐ has no US reportable accounts, is a Sponsored FI in a Model 1 IGA jurisdiction and therefore not required to obtain a Sponsored Entity GIIN. Please provide the Sponsoring Entity's name and GIIN.

<sup>8</sup> Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Sponsoring Entity's

Name:

Sponsoring Entity's  
GIIN:

- ii. ☐ ☐ its Sponsor has obtained a Sponsored Entity GIIN on its behalf.

Please provide the Sponsoring Entity's name and GIIN, and Sponsored Entity's GIIN.

Sponsoring Entity's  
Name:

Sponsoring Entity's GIIN:

Sponsored Entity's GIIN:

- (b) ☐ ☐ The Entity is a Trustee Documented Trust. Please provide the Trustee's name and GIIN.

Trustee's Name:

Trustee's GIIN:

- (c) ☐ ☐ The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution).

Indicate exemption:

- (d) ☐ ☐ The Entity is a Non-Participating Foreign Financial Institution

**3.3** If the entity is **not a Foreign Financial Institution**, please confirm the Entity's FATCA status below:

- (a) ☐ ☐ The Entity is an **Exempt Beneficial Owner**.<sup>9</sup>

Indicate status:

- (b) ☐ ☐ The Entity is an **Active Non-Financial Foreign Entity**.<sup>10</sup> Indicate qualifying criteria (see Exhibit A):

- (c) ☐ ☐ The Entity is a **Direct Reporting NFFE**.<sup>11</sup> Please provide the Entity's GIIN.

Direct Reporting NFFE's  
GIIN:

<sup>9</sup> "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.I of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Exhibit A

<sup>10</sup> See definition of *Active Non-Financial Foreign Entity* in Exhibit A

<sup>11</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

- (d) ☐ ☐ The Entity is a **Sponsored Direct Reporting NFFE**.<sup>12</sup> Please provide the Sponsoring Entity's name and GIIN.

Sponsoring Entity's  
Name: \_\_\_\_\_

Sponsoring Entity's  
GIIN: \_\_\_\_\_

Sponsored Entity's  
GIIN: \_\_\_\_\_

- (e) ☐ ☐ The Entity is a **Passive Non-Financial Foreign Entity**.<sup>13</sup>

**If you have ticked 3.3(e) Passive Non-Financial Foreign Entity, please complete either i. OR ii. below**

- i. Indicate the full name, address, and tax reference type and number of any *Substantial U.S. Owners*.

*If the Entity has chosen to use the definition of 'Substantial U.S. Owner' from the U.S. Treasury Regulations in lieu of the definition of 'Controlling Person' as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners.*<sup>14</sup>

**Note: The decision to utilize the definition of 'Substantial U.S. Owner' in lieu of Controlling Person is only permitted with respect to PART II: US IGA.**

| Full Name | Full residence address | Tax reference type and number |
|-----------|------------------------|-------------------------------|
|           |                        |                               |
|           |                        |                               |
|           |                        |                               |

OR

<sup>12</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5)

<sup>13</sup> See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

<sup>14</sup> See definition of *Substantial U.S. Owner(s)* in Exhibit A.



- ii. Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Exhibit B then please complete the following:

Please indicate the name of any *Controlling Person(s)*<sup>15</sup>:

|                                        |
|----------------------------------------|
| Full Name of any Controlling Person(s) |
|                                        |
|                                        |
|                                        |

**Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons**

---

<sup>15</sup> See definition of *Controlling Person(s)* in Exhibit A.

### **PART III: Common Reporting Standard**

#### **Section 4: Declaration of All Tax Residency [repeat any residences indicated in Part II, Section 2 (US)]**

Please indicate the Entity's place of tax residence (if resident in more than one jurisdiction please detail all jurisdictions and associated tax reference number type and number).

For the purposes of the Common Reporting Standard (CRS), all matters in connection with residence are determined in accordance with the CRS and its Commentaries.

If an entity has no residence for tax purposes please indicate the jurisdiction in which its place of effective management is situated. Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent, and indicate the reason below.

| <b>Jurisdiction(s) of tax residency</b> | <b>Tax reference number type</b> | <b>Tax reference number (e.g. TIN)</b> |
|-----------------------------------------|----------------------------------|----------------------------------------|
|                                         |                                  |                                        |
|                                         |                                  |                                        |
|                                         |                                  |                                        |

**If applicable, please specify the reason for non-availability of a tax reference number:**

#### **Section 5: CRS Classification**

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

**5.1** ☐ ☐ If the entity **is** a *Financial Institution*<sup>16</sup>, please tick this box and specify the type of Financial Institution in (a), (b), or (c) below<sup>17</sup>:

- (a) ☐ ☐ Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction<sup>18</sup> under CRS, proceed to 5.1 (c)).

OR

<sup>16</sup> See definition of *Financial Institution* in Exhibit B.

<sup>17</sup> Where the entity is resident in a Participating Jurisdiction, use the terms as defined under the CRS regime in that Jurisdiction. Where the entity is resident in a Non-Participating Jurisdiction, definitions under the Cayman Islands CRS regime must be used.

<sup>18</sup> See definition of *Non-Participating Jurisdiction* in Exhibit B.

(b) ☐ ☐ Non-Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction under CRS, proceed to 5.1 (c)). Specify the type of Non-Reporting Financial Institution below:

- ☐ ☐ Governmental Entity
- ☐ ☐ International Organization
- ☐ ☐ Central Bank
- ☐ ☐ Broad Participation Retirement Fund
- ☐ ☐ Narrow Participation Retirement Fund
- ☐ ☐ Pension Fund of a Governmental Entity, International Organization, or Central Bank
- ☐ ☐ Exempt Collective Investment Vehicle
- ☐ ☐ Trust whose trustee reports all required information with respect to all CRS Reportable Accounts
- ☐ ☐ Qualified Credit Card Issuer
- ☐ ☐ Other Entity defined under the domestic law as low risk of being used to evade tax.

Specify the type provided in the domestic law: \_\_\_\_\_

OR

(c) ☐ ☐ Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:

- i. ☐ ☐ Investment Entity managed by another Financial Institution<sup>19</sup> where a controlling ownership interest is held (directly or indirectly) by a company listed on a stock exchange and subject to disclosure requirements or is a majority owned subsidiary of such a company.
- ii. ☐ ☐ Investment Entity managed by another Financial Institution (other than i. above)

Note: If you are either:

- (a) ☐ ☐ a widely-held, regulated Collective Investment Vehicle (CIV) established as a trust; OR
- (b) ☐ ☐ a pension fund established as a trust,

you may apply the Controlling Persons test of a legal person as per the Controlling Person definition in Exhibit B, and where simplified due diligence procedures are permitted to be applied by the Financial Institution under the applicable AML regime<sup>20</sup> in relation to the Account Holder and its Controlling Persons, no further information is required.

**If you have ticked the box for 5.1(c) ii, and neither of the exemptions under (a) and (b) above applies, please indicate the name of the *Controlling Person(s)* in the**

<sup>19</sup> The managing Financial Institution must be a Financial Institution other than an Investment Entity type b) defined within the definition of a Financial Institution in Exhibit B.

<sup>20</sup> Please contact the Financial Institution to confirm whether simplified due diligence procedures under the Cayman Islands AML regime may apply to you as an Account Holder (e.g. by being a regulated pension fund in an approved jurisdiction).

table below.

| Full Name of any Controlling Person(s).<br>Please see definition in Exhibit B.<br>(This table must not be left blank unless exemption (a) or (b) above applies) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                 |
|                                                                                                                                                                 |
|                                                                                                                                                                 |

**Please also complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).**

- iii. ☐ ☐ Other Investment Entity (other than i. or ii. above); OR
- iv. ☐ ☐ Other Financial Institution, including a Depository Institution, Custodial Institution, or Specified Insurance Company.

**5.2** ☐ ☐ If the entity is an *Active Non-Financial Entity* ("NFE") please tick this box and specify the type of Active NFE below:

- (a) ☐ Corporation that is regularly traded or a related entity of a regularly traded corporation.

Provide the name of the stock exchange where traded: \_\_\_\_\_

If you are a related entity of a regularly traded corporation, provide the name of the regularly traded corporation: \_\_\_\_\_

- (b) ☐ Governmental Entity, International Organization, a Central Bank, or an Entity wholly owned by one or more of the foregoing; OR

- (c) ☐ Other Active Non-Financial Entity.<sup>21</sup> Indicate qualifying criteria (see Exhibit B): \_\_\_\_\_

**5.3** ☐ ☐ If the entity is a *Passive Non-Financial Entity* please tick this box.<sup>22</sup>

**If you have ticked this box, please indicate the name of the *Controlling Person(s)*. Please refer to the definition of Controlling Person in Exhibit B.**

| Full Name of any Controlling Person(s) (must not be left blank) |
|-----------------------------------------------------------------|
|                                                                 |
|                                                                 |
|                                                                 |

**Please complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).**

<sup>21</sup> See definition of *Active Non-Financial Entity* in Exhibit B.

<sup>22</sup> Please see the definition of *Passive Non-Financial Entity* in Exhibit B.

### Entity Declaration 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/We 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 inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities.

I/we acknowledge that it is an offence to make a self-certification that is false in a material particular.

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

Position/Title: \_\_\_\_\_

Position/Title: \_\_\_\_\_

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

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

### PART IV: Controlling Persons

(please complete for each Controlling Person who is a natural person)

#### Section 6 – Identification of a Controlling Person

##### 6.1 Name of Controlling Person:

Family Name or Surname(s): \_\_\_\_\_

First or Given Name: \_\_\_\_\_

Middle Name(s): \_\_\_\_\_

##### 6.2 Current Residence Address:

Line 1 (e.g. House/Apt/Suite Name, Number, Street) \_\_\_\_\_

Line 2 (e.g. Town/City/Province/County/State) \_\_\_\_\_

Country: \_\_\_\_\_

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

##### 6.3 Mailing Address: (please complete if different from 6.2)

Line 1 (e.g. House/Apt/Suite Name, Number, Street) \_\_\_\_\_

Line 2 (e.g. Town/City/Province/County/State)

Country:

Postal Code/ZIP Code:

**6.4 Date of birth<sup>23</sup>** (dd/mm/yyyy)

\_\_\_\_/\_\_\_\_/\_\_\_\_

**6.5 Place of birth<sup>24</sup>**

Town or City of Birth

Country of Birth

**6.6 Please enter the legal name of the relevant entity Account Holder(s) of which you are a Controlling Person**

Legal name of **Entity 1**

Legal name of **Entity 2**

Legal name of **Entity 3**

**Section 7 – Jurisdiction of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent ("TIN")**

Please complete the following table indicating:

- (i) where the Controlling Person is tax resident;
- (ii) the Controlling Person's TIN for each jurisdiction indicated;<sup>25</sup> and,
- (iii) if the Controlling Person is a tax resident in a jurisdiction that is a Reportable Jurisdiction(s) then please also complete **Section 10 "Type of Controlling Person"**.

*If the Controlling Person is tax resident in more than three jurisdictions, please use a separate sheet*

|          | <b>Jurisdiction(s) of tax residency</b> | <b>Tax reference number type</b> | <b>Tax reference number (e.g. TIN)</b> |
|----------|-----------------------------------------|----------------------------------|----------------------------------------|
| <b>1</b> |                                         |                                  |                                        |
| <b>2</b> |                                         |                                  |                                        |
| <b>3</b> |                                         |                                  |                                        |

<sup>23</sup> The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

<sup>24</sup> The Controlling Person's place of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

<sup>25</sup> The Controlling Person's TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

**If applicable, please specify the reason for non-availability of a tax reference number:**

---

## Section 8 – Type of Controlling Person

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

| Please provide the Controlling Person's Status by ticking the appropriate box.           | Entity 1                 | Entity 2                 | Entity 3                 |
|------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| a. Controlling Person of a legal person – <b>control by ownership</b>                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Controlling Person of a legal person – <b>control by other means</b>                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Controlling Person of a legal person – <b>senior managing official</b>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Controlling Person of a trust – <b>settlor</b>                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Controlling Person of a trust – <b>trustee</b>                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Controlling Person of a trust – <b>protector</b>                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Controlling Person of a trust – <b>beneficiary</b>                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Controlling Person of a trust – <b>other</b>                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Controlling Person of a legal arrangement (non-trust) – <b>settlor-equivalent</b>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Controlling Person of a legal arrangement (non-trust) – <b>trustee-equivalent</b>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k. Controlling Person of a legal arrangement (non-trust) – <b>protector-equivalent</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| l. Controlling Person of a legal arrangement (non-trust) – <b>beneficiary-equivalent</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| m. Controlling Person of a legal arrangement (non-trust) – <b>other-equivalent</b>       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## Controlling Person Declaration and Undertakings

- I acknowledge that the information contained in this form and information regarding the Controlling Person(s) and any Reportable Account(s) may be reported to the tax authorities of the jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another jurisdiction(s) in which [I/the Controlling Person] may be tax resident pursuant to international agreements to exchange financial account information.
- I certify that either (a) I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates; or (b) I am authorised by the Account Holder to make this declaration.
- **I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**
- I acknowledge that it is an offence to make a self-certification that is false in a material particular.
- I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part IV of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.



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

Print name: \_\_\_\_\_

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

**Note:** If you are not the Controlling Person, and not authorised to sign the Declaration on behalf of the Account Holder, please indicate the capacity in which you are signing the form on behalf of the Controlling Person. If signing under a power of attorney or other equivalent written authorisation, on behalf of the Controlling Person, please also attach a certified copy of the power of attorney or written authorisation.

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

**EXHIBIT A**  
**US IGA DEFINITIONS**

**Account Holder** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodians, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Subscription Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term "Financial Institution" does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

**Active Non-Financial Foreign Entity** means any NFFE which is a Non U.S. entity that meets any of the following criteria:

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

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

**Code** means the U.S Internal Revenue Code of 1986, as amended.

**Controlling Person** means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

**FATF Recommendations on Controlling Persons:**

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons<sup>26</sup>:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest<sup>27</sup> in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

**Entity** means a legal person or a legal arrangement such as a trust.

**Exempt Beneficial Owners** under the US IGA include Government entities, International Organisations, Central Bank, Broad Participation Retirement Funds, Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, and Investment Entities wholly owned by Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

**Financial Institution** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) *Custodial Institution* means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the

<sup>26</sup> Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

<sup>27</sup> A controlling ownership interest depends on the ownership structure of the company. It may be based on a threshold, e.g. any person owning more than a certain percentage of the company (e.g. 25%).

holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;

- (b) *Depository Institution* means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) *Investment Entity* means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer: (1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; (2) individual and collective portfolio management; or (3) otherwise investing, administering, or managing funds or money on behalf of other persons. The term Investment entity shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and
- (d) *Specified Insurance Company* means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**NFFE** means any Non-U.S. Entity that is not a Financial Institution as defined in US FATCA.

**Non-U.S. Entity** means an Entity that is not a U.S. Person.

**Passive Non-Financial Foreign Entity** means any NFFE that is not an Active Non-Financial Foreign Entity.

**Related Entity** An entity is a *Related Entity* of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50 percent of the vote or value in an entity. Notwithstanding the foregoing, either Party may treat an entity as not a related entity if the two entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

**Specified U.S. Person** means a U.S. Person other than:

- (a) a corporation the stock of which is regularly traded on established securities markets;
- (b) any corporation that is a member of the same expanded affiliated group;
- (c) the United States or any wholly owned agency or instrumentality thereof;
- (d) any State of the United States, any U.S. Territory, any political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing;
- (e) any organization exempt from taxation under section 501 (a) of the Internal Revenue Code (the "Code") or certain individual retirement plans defined in section 7701(a)(37) of the Code ;
- (f) any bank as defined in section 581 of the Code;
- (g) any real estate investment trust as defined in section 856 of the Code;
- (h) any regulated investment company defined in section 851 of the Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940;
- (i) any common trust fund as defined in section 584(a) of the Code;
- (j) any trust that is exempt from tax under section 664(c) of the Code or that is described in 4947(a)(1) of the Code;
- (k) a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any State;
- (l) a broker as defined in section 6045(c) of the Code; or
- (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Code

**Substantial U.S. Owner** (as defined in Regulations section 1.1473-1(b)) means generally:

- (a) With respect to any foreign corporation, any Specified U.S. Person that owns, directly or

indirectly, more than 10 percent of the stock of such corporation (by vote or value);

(b) With respect to any foreign partnership, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and

(c) In the case of a trust—

- i. Any Specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679 of the IRC; and
- ii. Any Specified U.S. Person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

**U.S. Person** means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. Refer to the U.S. Internal Revenue Code for further interpretation.

**EXHIBIT B**  
**CRS DEFINITIONS**

**Account Holder** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodians, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

**Active Non-Financial Entity** means any NFE that meets any of the following criteria:

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

- of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
- v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

**Controlling Person** means the natural persons who exercise direct or indirect control over an entity.

In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons<sup>28</sup>:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest<sup>29</sup> in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

**Financial Institution** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity:
  - (A) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
    - i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
    - ii) individual and collective portfolio management; or
    - iii) otherwise investing, administering, or managing Financial Assets or money on behalf of

<sup>28</sup> Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

<sup>29</sup> A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations (Revised) of the Cayman Islands which implement the FATF Recommendation in the Cayman Islands.+

other persons; or

- (B) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in limb (A) of this definition.

An entity is treated as primarily conducting as a business one or more of the activities described in limb (A), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of limb (B) if the entity's gross income attributable to the relevant activities equals or exceeds 50% of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term "Investment Entity" does not include an entity that is an Active Non-Financial Foreign Entity because it meets any of the criteria in subparagraphs d) through (g) of the definition of Active NFE.

The preceding paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and

- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**Non-Financial Entity** or **NFE** means any Entity that is not a Financial Institution.

**Non-Participating Jurisdiction** means a jurisdiction that is not a Participating Jurisdiction.

**Non-Reporting Financial Institution** means any Financial Institution that is:

- (a) a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
- (b) a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
- (c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard;
- (d) an Exempt Collective Investment Vehicle; or
- (e) a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported pursuant to Section I with respect to all Reportable Accounts of the trust.

**Participating Jurisdiction** means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I (of the CRS), and (ii) which is identified in a published list.

**Participating Jurisdiction Financial Institution** means (i) any Financial Institution that is resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside such Participating Jurisdiction, and (ii) any branch of a Financial Institution that is not resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

**Passive Non-Financial Entity** means any: (i) Non-Financial Entity that is not an Active Non-Financial Entity; or (ii) an Investment Entity described in limb B (or subparagraph A(6)(b) of the Standard) of the definition of Investment Entity that is not a Participating Jurisdiction Financial Institution.

**Related Entity** means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities described limb B of the definition of Investment Entity, are under common management, and such



management fulfils the due diligence obligations of such Investment Entities. For this purpose, control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.

## APPENDIX E

### PRIVACY NOTICE

#### 1. PURPOSE OF THIS DOCUMENT

- 1.1 This notice (**Privacy Notice**) applies to information Cayman National Securities Mutual Funds, SPC or any of its segregated portfolios (collectively referred to as the **Fund**) holds about you as an investor in the Fund, whether you are a past, present or prospective investor, as well as its officers.
- 1.2 If you are a tenant in a property held by the Fund or an employee or officer of any business which the Fund or of any business associated with the Fund has invested in, separate privacy notices will apply.
- 1.3 Wherever we have said “we”, “our” or “us”, we mean the Fund. “You” or “yours” refers to you as a past, present or prospective investor in the Fund or an officer of the Fund.
- 1.4 This Privacy Notice explains what information the Fund collects about you and individuals connected to your business, how we’ll use that information, who we’ll share it with, the circumstances when we’ll share it, and what steps we’ll take to make sure it stays private and secure. It continues to apply even if your relationship with us ends. It should also be read alongside your other documentation you have with the Fund (such as contracts, terms and conditions, subscription agreements and the like) as these may include sections relating to the use and disclosure of information. Where there is any conflict between the terms of this Privacy Notice and any other document in relation to data protection the terms of this Privacy Notice shall prevail, although its contents are not contractual.
- 1.5 An “*individual connected to your business*” could be any guarantor, a director, officer or employee of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, recipient of a designated payment, your attorney or representative (e.g. authorised signatories), agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with us. Whenever we say “you”, “individuals connected to your business” should be read as included as well.
- 1.6 For the purpose of this Privacy Notice, the Fund will act as data controller in accordance with the Cayman Islands Data Protection Act (as amended from time to time) (**Act**). The Fund may also process personal data from other entities of the group from time to time.
- 1.7 Please ensure that any relevant individuals are made aware of this Privacy Notice and the individual rights and information it sets out, prior to providing their information to us or our obtaining their information from another source. If you, or anyone else on your behalf, has provided or provides information on an individual connected to your business to us (or any member of the group), you or they must first ensure that you or they have the authority and appropriate legal basis to do so.

## **2. INFORMATION WE COLLECT**

- 2.1 This Privacy Notice is concerned with personal information (also called personal data) we collect about you. Personal data means any data by which you as an individual can be directly or indirectly (e.g. if several pieces of data are combined) be identified. Data which is completely anonymised or de-personalised will not count as personal data.
- 2.2 Some of the personal data we hold about you will have been supplied by yourself. Other personal information come from your financial advisor, solicitors, broker, employer or other intermediary, other members of the group, or other sources you've asked us to obtain information from. We might also get some of it from publicly available sources.
- 2.3 We will usually collect personal information such as:
  - 2.3.1 personal details (e.g. name, previous names, gender, date and place of birth, occupation and/or source of wealth);
  - 2.3.2 identification materials we may need for our compliance obligations (e.g. a copy of your passport or national identity card, national insurance number, utility bills, financial details etc.);
  - 2.3.3 contact details (e.g. address, email address, position in company, landline and mobile numbers);
  - 2.3.4 other information about you which you may have provided us with during the course of our relationship with you, e.g. by filling out forms or during face-to-face contact, telephone, email and the like;
  - 2.3.5 financial information and information about your relationship with us, including your ways of interacting with us, your investments and interactions with the Fund, transactions records, bank feeds, market trades, sort code and account numbers of relevant accounts or payments made by us into your account;
  - 2.3.6 complaints or disputes you may have had with us or other members of the group and details of the underlying transaction (where applicable);
  - 2.3.7 information about you which is a matter of public record or readily obtainable and which we deem relevant in relation to your dealings with the Fund (media, court judgements, credit checks etc.);
  - 2.3.8 sales and marketing information (e.g. offers you have received from us and how you reacted to them);
  - 2.3.9 records of correspondence and other communications between you and your representatives and the Fund, including email, telephone calls, letters and the like;

- 2.3.10 information that we need to support our regulatory obligations (e.g. information about transaction details, detection of any suspicious and unusual activity and information about parties connected to you or these activities);
  - 2.3.11 information from third party providers who assist us to combat fraud, money laundering , terrorist financing, proliferation financing and other crimes; and
  - 2.3.12 information you asked and authorised us to collect for or about you, such as information about your accounts from your bankers.
- 2.4 We may also collect certain types of sensitive or special category data about you, such as details about any criminal records or information about your health, political affiliations, ethnicity or religious beliefs.

### **3. HOW WE WILL USE PERSONAL DATA**

- 3.1 We will only use your personal information when the Act allows us to. Most commonly, we will use your personal information in the following circumstances:
- 3.1.1 Where we need to perform the contract we have entered into with you.
  - 3.1.2 Where we need to comply with a legal or regulatory obligation.
  - 3.1.3 Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.
  - 3.1.4 Where we need to protect your interests (or someone else's interests).
  - 3.1.5 Where it is needed in the public interest or for official purposes (such as compliance with a court order or regulatory direction).
- 3.2 Based on the reasons for using your data noted in 3.1 above, the purposes for which we use your information as an investor commonly include:
- 3.2.1 to carry out your instructions as an investor in the Fund (contractual performance, legitimate interests);
  - 3.2.2 to make offers and promotions to you (legitimate interests);
  - 3.2.3 to pay out dividends or make other payments to you (contractual performance, legal obligation);
  - 3.2.4 to communicate with you regarding your investments and relationship with the Fund including inviting you to attend the Annual General Meeting (contractual performance, legitimate interests);

- 3.2.5 to undertake data analytics to better understand our investors' motivations and strategies and as a result improve or adjust strategy and performance of the Fund (legitimate interests);
  - 3.2.6 to protect our legal rights and complying with our legal obligations, including combatting financial crime (legal compliance, public interest);
  - 3.2.7 to conduct market research (legitimate interest);
  - 3.2.8 to conduct risk management (legitimate interest, public interest, legal obligation); and
  - 3.2.9 to verify your identity and/or whether you are a politically exposed person in accordance with our legal obligations to undertake screening (legal obligation).
- 3.3 Based on the reasons for using your data noted in 3.1 above, the purposes for which we use your information as an employer, officer or contractor commonly include:
- 3.3.1 paying you, providing with benefits which may include pension, private health insurance, life insurance or permanent health insurance and administering the contract we have entered into with you (contractual performance);
  - 3.3.2 deducting tax and social security contributions (legal obligation);
  - 3.3.3 determining the terms on which you are appointed and about your continued engagement (legitimate interests); and
  - 3.3.4 inviting you to board meetings and providing you with information about the performance of the Fund (legitimate interests; legal obligation).

#### **4. WHO WE MIGHT SHARE YOUR PERSONAL DATA WITH**

- 4.1 We may share relevant personal information of yours with other parties where it is lawful to do so, including where:
- 4.1.1 it is necessary to comply with our contractual obligations or with your instructions;
  - 4.1.2 we have a public or legal duty to do so (e.g. to assist with detecting and preventing fraud, tax evasion and financial crime or compliance with a court order);
  - 4.1.3 we are obligated to in connection with regulatory reporting, litigation or asserting or defending legal rights and interests;
  - 4.1.4 the Fund has a legitimate business reason for doing so (eg to manage risk, verify identity, enable another business to provide you with services you've requested, or assess your suitability for investing with the Fund);

- 4.1.5 where we work with third parties who perform AML, KYC or other regulatory-related outsourced services on behalf of or directly for the Fund; and
- 4.1.6 we have asked you if we can share it, and you gave consent.
- 4.2 Parties we might share your personal information with can include (without limitation):
  - 4.2.1 fund managers, brokers, sponsors and market makers, registrars, listing agents;
  - 4.2.2 any trustees, beneficiaries, administrators or executors;
  - 4.2.3 people who give guarantees or other security for any amounts you owe us;
  - 4.2.4 banks you instruct us to make payments to and receive payments from;
  - 4.2.5 third parties who manage the investments on our behalf, including investment managers, letting agents, stockbrokers;
  - 4.2.6 third parties who provide IT security services;
  - 4.2.7 other financial institutions, lenders and holders of security over any property or assets, tax authorities, stock market authorities, trade associations, credit reference agencies, payment service providers and debt recovery agents;
  - 4.2.8 any people or companies where required in connection with potential or actual corporate restructuring, merger, acquisition or takeover, including any transfer or potential transfer of any of our rights or duties under our agreement with you;
  - 4.2.9 law enforcement, government, courts, dispute resolution bodies, our regulators, auditors and any party appointed or requested by our regulators to carry out investigations or audits of our activities;
  - 4.2.10 other parties involved in any disputes, including disputed transactions;
  - 4.2.11 fraud prevention agencies who'll also use personal data to detect and prevent fraud and other financial crime and to verify your identity;
  - 4.2.12 anyone who provides instructions to us on your behalf (e.g. under a Power of Attorney, solicitors, intermediaries, investment managers etc.);
  - 4.2.13 anybody else that you instructed us to share your information with by you; and
  - 4.2.14 insurers who may provide cover for your investment with us.
- 4.3 We might share aggregated and/or anonymised or de-personalised data with third parties for analytics, marketing and research purposes. Where we do so, we will ensure that neither you nor any other person will be identifiable from the data.

## **5. RETENTION OF PERSONAL DATA**

- 5.1 The Fund keeps personal data only for as long as it is necessary for the specific purpose the data was collected for or as long as we are required by applicable laws and regulation. The Fund is generally required to retain its records for at least five (5) years from the date the relationship with an investor ends or potentially longer, depending on the kind of data and relevant laws and regulations applicable to it.
- 5.2 We may keep personal data likewise for longer periods where we have a legitimate interest for doing so, for instance to address complaints, assert or defend our rights in litigation or other dispute resolution procedures or to respond to requests from regulators or assist judicial authorities.
- 5.3 Any information we are not required to hold for any minimum period and for which there is no purpose in us holding it anymore will be deleted, destroyed or returned to you more promptly.
- 5.4 Where the Fund shared your personal data with third parties, the privacy notices and laws and regulations of the third party will determine how long they will have to retain your data.

## **6. INTERNATIONAL TRANSFERS OF PERSONAL DATA**

- 6.1 Where we have to transfer personal data outside of the Cayman Islands we will ensure that the transfer is lawful and that the data is appropriately secure and protected. Where necessary, we will ensure that separate and appropriate legal agreements are put in place.
- 6.2 Reasons for having to transfer your personal data outside the Cayman Islands may include:
  - 6.2.1 we need to carry out our contract with you;
  - 6.2.2 we have to fulfil a legal obligation;
  - 6.2.3 we need to protect the public interest; and / or
  - 6.2.4 for your or our legitimate interests.
- 6.3 In some countries the law might compel the Fund to share certain information (e.g. with tax authorities). We will only share any information with parties who have the lawful authority and right to see it and only to the extent that such parties are permitted to see it.

## **7. INDIVIDUALS' RIGHTS**

- 7.1 As an individual or "data subject", you have certain rights in relation to your personal data. These rights include:
  - 7.1.1 the right to access information we hold about you and to obtain information about how we process it;

- 7.1.2 the right to object to and withdraw your consent to the Fund's processing of your information. This right can be exercised at any time. However, the Fund may continue to process your personal information if there is another legitimate reason or legal obligation for doing so. Please also note that depending on which kind of processing you object to, the Fund may no longer be able to perform its contractual obligations with you.
  - 7.1.3 in some circumstances, you have the right to receive certain information you have provided to us in an electronic format and / or request that we transmit it to a third party;
  - 7.1.4 the right to request that we rectify information we hold about you if it is inaccurate or incomplete;
  - 7.1.5 in some circumstances, you have the right to request that erasure and deletion of personal data we hold. We may however continue to retain it if we are entitled or required by law to do so; and
  - 7.1.6 the right to object to, and to request that we restrict, our processing of your information in some circumstances. Please note that despite this general right we may be entitled under law to continue processing the information and / or to refuse that request.
- 7.2 You also have the right to complain to the data protection regulator in the Cayman Islands, which is the Office of the Ombudsman. You can access their website here: [ombudsman.ky](http://ombudsman.ky)
- 7.3 You may also be able to seek redress for any violation of your data protection rights in the Cayman Islands courts or challenge a decision by the regulator.

## **8. MISCELLANEOUS**

- 8.1 Please ensure that any data you give us or ask third parties to provide to us is up to date, accurate and complete in all respects. Please inform us about any changes as soon as reasonably possible.
- 8.2 We use a range of measures to keep information safe and secure which may include encryption and other forms of security. We require our staff and any third parties who carry out any work on the Fund's behalf to comply with appropriate compliance standards including obligations to protect any information and applying appropriate measures for the use and transfer of information. If you wish to know more about our data protection measures, please contact us (details provided below).
- 8.3 This Privacy Notice is governed by the laws of the Cayman Islands. Any dispute arising from or in connection with this Privacy Notice is subject to the exclusive jurisdiction of the Cayman Islands courts.



## **9. CONTACT US**

For any further questions or queries in relation to this Privacy Notice, please get in touch with your usual contact or:

Write to:  
JTC Fund Services (Cayman) Ltd.  
94 Solaris Avenue, 2nd Floor  
Camana Bay, P.O. Box 30745  
Grand Cayman, KY1-1203  
Cayman Islands  
Email: [Solvena.Moore@jtcgroup.com](mailto:Solvena.Moore@jtcgroup.com)

**APPENDIX F  
REDEMPTION REQUEST**

**CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC – CAYMAN NATIONAL SECURITIES  
INTERNATIONAL EQUITY FUND SEGREGATED PORTFOLIO**

To:  
CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC – CAYMAN NATIONAL SECURITIES  
INTERNATIONAL EQUITY FUND SEGREGATED PORTFOLIO  
c/o JTC Fund Services (Cayman) Ltd.  
94 Solaris Avenue, 2nd Floor  
Camana Bay, P.O. Box 30745  
Grand Cayman, KY1-1203  
Cayman Islands

Telephone: +1(345) 949-7212  
Email: [shareholderservices.gcm@jtcgroup.com](mailto:shareholderservices.gcm@jtcgroup.com)

Unless otherwise defined herein, all capitalised terms in this request shall have the meanings ascribed to them in the Information Memorandum relating to the Fund together with the Listing Particulars relating to the Cayman National Securities International Equity Fund Segregated Portfolio (**Segregated Portfolio**), as the same may be amended, supplemented, modified, varied, restated or replaced from time to time

I/We \_\_\_\_\_, being a registered Shareholder(s) of CAYMAN NATIONAL SECURITIES MUTUAL FUNDS, SPC – CAYMAN NATIONAL SECURITIES INTERNATIONAL EQUITY FUND SEGREGATED PORTFOLIO (**Shares**) hereby request that:  
Shares:

(c) Number of Shares: \_\_\_\_\_  
or

(d) such number of Shares as are equal in value on the next Valuation Day to the sum of:

US\$ \_\_\_\_\_ (Amount in figures)

US\$ \_\_\_\_\_  
(Amount in words)

be redeemed on the next Redemption Day at the prevailing Redemption Price.

I/We hereby represent and warrant that I/we am/are the lawful and beneficial owner(s) of the Shares to be redeemed and that such shares are not subject to any pledge or otherwise encumbered in any fashion.

I/We hereby acknowledge and agree that all payments in respect of redemptions will be made to the account of the registered Shareholder at the remitting bank/financial institution from which the original subscription was made

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position (if any) \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Place of Execution \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position (if any) \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Place of Execution \_\_\_\_\_