

**SUBSCRIPTION AGREEMENT**

**FTSE ADS SAUDI MINIMUM VARIANCE OEIC IC**

**(FOR NON-U.S. PERSONS ONLY)**

A cell of ADS Smart Funds OEIC ICC Ltd, an incorporated cell company incorporated in the Abu Dhabi Global Market and registered as a Qualified Investor Fund with the ADGM Financial Services Regulatory Authority

**THIS SUBSCRIPTION AGREEMENT** (the “**Subscription Agreement**”) is made on the date set forth on page 10 below.

**BETWEEN:**

1. **The Undersigned Subscriber** (the “**Subscriber**”); and
2. **FTSE ADS Saudi Minimum Variance OEIC IC**, a cell of ADS Smart Funds OEIC ICC Ltd, an incorporated cell company incorporated in the Abu Dhabi Global Market and regulated as a “**Qualified Investor Fund**” with the ADGM Financial Services Regulatory Authority.

**RECITALS:**

- A. The Subscriber wishes to subscribe for Participating Shares in the Cell pursuant to the terms and conditions of this Subscription Agreement.

**IT IS AGREED THAT:**

## 1. **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

In this Subscription Agreement capitalized words and expressions used but not defined shall have the meanings ascribed to them in the Private Placement Memorandum and the Supplement (except where the context otherwise requires). The following words and expressions shall have the following meanings:

“ <b>Administrator</b> ”	means Apex Fund Services (AD) Limited
“ <b>Anti-Money Laundering Regulations</b> ”	means the anti-money laundering laws and regulations applicable to the Cell, as amended and revised from time to time, including but not limited to the ADGM Anti-Money Laundering and Sanctions Rules and Guidance, the UAE Federal Law No 4 of 2002 (Criminalisation of Money Laundering), the UAE Federal Law No 1 of 2004 (Combating Terrorism Offences), the UAE Federal Law No. 7 of 2014 (Combating Terrorist Crimes) and the UAE Central Bank’s Circular No 24/2000, dated 14 November 2000 (amended by Notice No 2922/2008, dated 17 June 2008);
“ <b>Cell</b> ”	means FTSE ADS Saudi Minimum Variance OEIC IC, a cell of the Incorporated Cell Company;
“ <b>Incorporated Cell Company</b> ”	means ADS Smart Funds OEIC ICC Ltd;
“ <b>Participating Share</b> ”	means non-voting, participating, redeemable shares in the Cell;
“ <b>Private Placement</b> ”	means the Private Placement Memorandum dated May

<b>Memorandum</b>	2018 in respect of the Incorporated Cell Company as amended and/or supplemented from time to time;
<b>“Subscription Amount”</b>	means the subscription amount set forth in Schedule 1;
<b>“Subscription Price”</b>	means: <ul style="list-style-type: none"> <li>(a) during the Initial Offering Period, USD 1,000 (or its equivalent in another currency) per share; and</li> <li>(b) thereafter, the Net Asset Value per Participating Share of the Initial Series as at the immediately preceding Valuation Day;</li> </ul>
<b>“Supplement”</b>	means the Supplement dated May 2018 in relation to the Cell as amended and/or supplemented from time to time;
<b>“UAE”</b>	means the United Arab Emirates;
<b>“U.S.”</b>	means the United States of America; and
<b>“USD”</b>	means the lawful currency of the U.S.

## 1.2 Interpretation

In this Subscription Agreement:

- (a) any reference to a Recital, Clause, Schedule or Appendix is to the relevant Recital, Clause, Schedule or Appendix of or to this Subscription Agreement;
- (b) the Schedules and Recitals form part of this Subscription Agreement and shall have effect as if set out in full in the body of this Subscription Agreement and any reference to this Subscription Agreement includes the Schedules and Recitals;
- (c) the Clause headings are included for convenience only and shall not affect the interpretation of this Subscription Agreement;
- (d) use of the singular includes the plural and vice versa;
- (e) use of any gender includes the other gender;
- (f) 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 of the words preceding those terms; and
- (g) references to any document or agreement are to be construed as references to such document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time.

## **2. OFFER TO SUBSCRIBE**

- 2.1 The Subscriber irrevocably offers to subscribe for and commits to purchase Participating Shares at the Subscription Price, up to the Subscription Amount set forth in Schedule 1, subject to the provisions of the Cell Articles and upon the terms of this Subscription Agreement, the Supplement and the Private Placement Memorandum.
- 2.2 The Subscriber must (a) submit to the Administrator (with a copy to the Cell) a duly completed and executed Subscription Agreement, and (b) pay in full and the Cell must receive the Subscription Amount, by such time and in such manner as set out in the Supplement.
- 2.1 Payments in relation to Participating Shares must be in USD (or, such other currency as the Directors may determine from time to time in their absolute discretion or, in the absolute discretion of the Directors, in kind), and must be paid net of all deductions, withholdings, banking charges or other taxes or levies into the bank account as set out in Schedule 2 hereto. In the event that subscription monies are received in any currency other than USD, the Cell or the Administrator may arrange conversion into USD, which will be at the prevailing exchange rate at the risk and expense of the subscriber. Any bank or conversion charges incurred will be deducted from subscription monies and only the net amount will be invested in Participating Shares.

## **3. SUBSCRIPTION SUBJECT TO ACCEPTANCE**

- 3.1 The Subscriber agrees that the offer to subscribe is not binding on the Cell unless and until it is accepted by or on behalf of the Cell. The Cell may accept or reject the offer to subscribe in whole or in part in its sole discretion for any reason whatsoever. The offer to subscribe shall be deemed to be accepted only after this Subscription Agreement has been countersigned by, or on behalf of, the Cell, or the Subscriber has received a written confirmation of acceptance from the Administrator. The Subscriber agrees that unless and until its offer to subscribe is rejected by the Cell, the Subscriber shall not be entitled to cancel, terminate, or revoke its offer to subscribe. If the Cell rejects the offer to subscribe, this Subscription Agreement and all related documents executed by the Subscriber in connection with it may be retained by the Cell or the Administrator.
- 3.2 The Administrator will acknowledge receipt of any Subscription Agreement on behalf of the Cell, and in the event no acknowledgement is received from the Administrator within two (2) Business Days of submission, the subscriber should assume that the Subscription Agreement has not been received and should contact the Administrator via telephone or e-mail to confirm the status of their request.
- 3.3 The Subscriber shall provide certain information and documents to the Cell and/or the Administrator in accordance with the Anti-Money Laundering Regulations, including, but not limited to, the information and documents listed in Schedule 1, Schedule 4, Schedule 5 and Appendix 1 hereto.

## **4. INDEMNITY**

- 4.1 The Subscriber hereby agrees to indemnify and keep indemnified the Cell, the Fund Manager, the Administrator and their respective directors, officers, affiliates, advisors, agents and employees from and against any and all costs, claims, demands, liabilities,

expenses, damages or losses including, without limitation, and all penalties and legal and other professional costs and expenses due to or arising out of any breach of the representations or warranties by the Subscriber in or pursuant to this Subscription Agreement.

- 4.2 No representation, warranty, acknowledgement or agreement made in this Subscription Agreement by the Subscriber will in any manner be deemed to constitute a waiver of any rights granted to the Subscriber under applicable securities laws.

## **5. REPRESENTATIONS AND WARRANTIES**

- 5.1 The Subscriber hereby represents and warrants to the Cell that each representation and warranty contained in Schedule 3 hereto is true and accurate on the date of this Subscription Agreement.

- 5.2 Each representation and warranty contained in Schedule 3 hereto or made in writing by the Subscriber in connection with the transactions contemplated by this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement and the issue of Participating Shares to the Subscriber.

## **6. ACKNOWLEDGEMENTS**

### **6.1 Reliance on Documents Believed Genuine**

The Subscriber acknowledges that the Cell, the Fund Manager's directors, the Fund Manager and the Administrator shall not incur any liability in respect of any action taken upon any information provided to the Cell by the Subscriber or for relying on any notice, consent, request, instructions or other instrument believed to be genuine or to be signed by properly authorized persons on behalf of the Subscriber, including any document transmitted by email.

### **6.2 Outgoing Subscriber E-Mail**

The Subscriber acknowledges that the Cell, the Fund Manager and the Administrator may provide to the Subscriber statements, reports and other communications relating to the Cell and the Subscriber's investment in the Cell in e-mail or other electronic form. These communications may include net asset value information, subscription and withdrawal activity, financial statements and consumer privacy policies and procedures. The Subscriber acknowledges that all such e-mails may be accessed by recipients other than the Subscriber and may be interfered with, may contain defects and may not be successfully replicated on other systems. The Subscriber understands that the Cell, the Fund Manager and the Administrator each give no warranties in relation to these matters. If the Subscriber has any doubts about the authenticity of an e-mail or other electronic communication purportedly sent by the Cell, the Fund Manager or the Administrator, the Subscriber agrees to contact the purported sender immediately.

### **6.3 Payments**

The Subscriber acknowledges that any wire transfers of the proceeds of any distributions or redemptions sent to the financial institution indicated by the Subscriber will constitute payment to the Subscriber and relieve the Cell of any further obligation

to the Subscriber with respect to the amounts so paid and the Participating Shares thereby redeemed. The Subscriber releases the Cell from any further obligation with respect thereto.

#### 6.4 Confidential Information

The Subscriber consents to the Cell, the Fund Manager or the Administrator sharing confidential information obtained from the Subscriber (including any and all personal information that could be used to identify an investor) with their respective directors, officers, affiliates, advisors, agents and employees. The information only will be used in carrying out their respective responsibilities to the Cell and is subject to the confidentiality provisions in the relevant agreements with the Cell.

#### 6.5 English Language

The Subscriber acknowledges that any and all instructions related to purchases or redemptions of Participating Shares, any other instruction in relation to the Cell or the Participating Shares or any other notifications must be in the English language and that any instruction or notification not in the English language shall not be acted upon. AML documents should be provided in English or translated to English before submission.

#### 6.6 Governmental Reporting

The Subscriber agrees to comply with all tax, anti-money laundering and exchange control reporting requirements imposed on the Subscriber by any applicable jurisdiction in connection with this Subscription Agreement. The Subscriber acknowledges that if the Cell, the Fund Manager or Administrator has a suspicion that a payment to the Cell (by way of subscription or otherwise) contains the proceeds of criminal conduct or is otherwise deemed to be a reportable transaction, the Cell, the Fund Manager or Administrator will be required to report such suspicion or transaction to the appropriate governmental authorities pursuant to Anti-Money Laundering Regulations. Any such report and the disclosures therein shall not be treated as a breach of any confidentiality restriction.

#### 6.7 Third Party Beneficiary

The Subscriber acknowledges that directors, officers, affiliates, advisors, agents and employees of the Cell, the Fund Manager and the Administrator are involved in various aspects of the Cell's operations and agrees that they shall be entitled to rely on this Subscription Agreement and all representations of the Subscriber herein as a third party beneficiary to the fullest extent permitted by applicable law.

### **7. CONFIDENTIAL INFORMATION**

7.1 The Subscriber agrees that the Subscriber shall not duplicate or provide copies of the Cell Articles, the Supplement, the Private Placement Memorandum or this Subscription Agreement (or any other documents referred to therein or received from the Cell or the Fund Manager in connection with its subscription for Participating Shares) to any persons other than the Subscriber's professional advisors responsible for matters relating to the Cell who shall be bound by an obligation of confidentiality to the Subscriber.

7.2 The Subscriber agrees to keep confidential, and not to make use of (other than for purposes reasonably related to its Participating Shares or for other routine matters required by law) or disclose to any person, the terms and provisions of this Subscription Agreement, the Cell Articles, the Supplement, the Private Placement Memorandum and any information or matter received from or relating to the Cell and its affairs and any information or matter related to the Cell's investments, other than disclosure to the Subscriber's professional advisors responsible for matters relating to the Cell; provided that, the Subscriber may disclose any such information to the extent that such information is or becomes generally available to the public through no act or omission of the Subscriber or the Subscriber is required by law to disclose such information and the Subscriber has given notice of such requirement to the Cell.

## **8. SUBSCRIBER INFORMATION**

8.1 The Subscriber understands and agrees that:

- (a) the Cell shall be entitled to retain any information it receives, whether within or without the ADGM, in such manner as it shall, in its absolute discretion, consider appropriate; and
- (b) the Cell reserves the right to engage such agents, whether within or without the ADGM as, in its absolute discretion, it shall consider appropriate for the purpose of complying with its obligations pursuant to applicable laws and regulations.

8.2 The Subscriber hereby unconditionally and irrevocably authorises the Cell, the Fund Manager and the Administrator to disclose any information held by them, including, without limitation, by providing this Subscription Agreement (whether an original or a copy) and any other information in relation to the Subscriber, whether or not confidential in nature:

- (a) to their professional advisors or other service providers, whether within or without the ADGM, where the Cell, the Fund Manager or the Administrator (as applicable) considers such disclosure necessary or appropriate in the normal course of business or to enable them to conduct their affairs; or
- (b) where such disclosure is required by any applicable law (including Anti-Money Laundering Regulations or any similar laws applicable to the Cell, its advisors and/or the Subscriber) or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any regulatory, tax or government agency or authority.

## **9. ADMINISTRATOR CONTACT DETAILS**

All information or documents to be provided by the Subscriber to the Administrator under this Agreement shall be sent to the following contact address:

Address: Apex Fund Services (AD) Limited  
c/o Apex Fund Services Ltd. – Abu Dhabi  
704, Salam HQ Building

Salam Street, P O Box 27925  
Abu Dhabi, United Arab Emirates

Attention: Subscriber Relations

Email: [ads@apexfundsad.ae](mailto:ads@apexfundsad.ae)

Phone No: +971 26726327

Facsimile No: +971 26726328

## **10. MISCELLANEOUS**

### **10.1 Counterparts**

This Subscription Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all the counterparts together shall constitute one and the same instrument.

### **10.2 Severance**

If any provision of this Subscription Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Subscription Agreement which shall remain in full force and effect.

### **10.3 Entire Agreement**

- (a) This Subscription Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Subscription Agreement.
- (b) The Subscriber:
  - (i) acknowledges that, in agreeing to enter into this Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in this Agreement or the documents referred to in it) made by or on behalf of any other party before the signature of this Agreement; and
  - (ii) waives all rights and remedies which, but for this Clause, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- (c) Nothing in this Clause shall limit or exclude any liability for fraud.

### **10.4 Governing Law**

This Subscription Agreement is governed by, and shall be construed in accordance with, the laws of the ADGM.



**10.5 Dispute Resolution**

Each party to this Agreement irrevocably agrees that any claim, dispute or difference of any kind whatsoever arising out of or in connection with this Agreement (including, without limitation any question regarding its existence, validity or termination) between any of the parties to this Agreement shall be referred to and finally resolved by the ADGM courts.

**IN WITNESS WHEREOF**, this Subscription Agreement has been executed by the Subscriber on the date set forth below.

*For individual Subscribers:*

**EXECUTED** by the Subscriber

Signature:

\_\_\_\_\_

Name of Subscriber:

\_\_\_\_\_

Date:

\_\_\_\_\_

For joint Subscribers

Signature:

\_\_\_\_\_

Name of Subscriber:

\_\_\_\_\_

Date:

\_\_\_\_\_

*For legal entity Subscribers:*

**EXECUTED** by an authorized signatory for and on behalf of the Subscriber

Signature:

\_\_\_\_\_

Name of Subscriber:

\_\_\_\_\_

Name of Signatory:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

The offer to subscribe is hereby accepted by the Cell subject to the conditions set forth in this Subscription Agreement.

**EXECUTED**

for and on behalf of **FTSE ADS Saudi Minimum Variance  
OEIC IC**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**SCHEDULE 1**  
**SUBSCRIPTION AND SUBSCRIBER DETAILS**

Participating Shares - Subscription Amount: USD \_\_\_\_\_

Name of Subscriber: \_\_\_\_\_

Domicile/Incorporation: \_\_\_\_\_

Place of Birth/Principal Place of Business: \_\_\_\_\_

Subscriber's Registered Address: \_\_\_\_\_

Subscriber's Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Subscriber's Bank Account Details:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Swift/ABA Number: \_\_\_\_\_

IBAN Number or Sort Code (if applicable): \_\_\_\_\_

Correspondent Bank Name: \_\_\_\_\_

Correspondent Bank Address: \_\_\_\_\_

Correspondent Bank Account# or swift#: \_\_\_\_\_

Beneficiary Bank Account Name \_\_\_\_\_

(should be the same as the investor name above)

Beneficiary Bank Account Number: \_\_\_\_\_

Please note that the Subscriber must wire the payment of its Subscription Amount from the above stated account. The name of the account must match the name of the applicant. Redemption proceeds (if any) will only be sent to the same account or other account agreed in writing as set forth below.

It shall be the investor's responsibility to notify the Administrator and the Cell, in writing, of any change to the bank account details set out below. The written confirmation shall clearly state the reason for the change in bank account details and a confirmation from the new bank clearly stating the beneficiary name and account number. The change will be final only upon acceptance of the same by the Administrator.

The Administrator will require the origin of funds, evidenced by way of an inward SWIFT from the funding bank account. 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 or made.

**Source of Wealth:**

I/We declare that the source of wealth for my/our subscription in the Cell is:

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The description set out above should be specific and contain details relating to the source from which the funds for the subscription for Participating Shares have been received. Generic descriptions like 'savings', 'salary', 'investment income', etc. will not be acceptable.

The Administrator reserves the right to request for further clarifications or additional documentation, as may be deemed necessary, in order to ensure compliance with applicable anti-money laundering legislation.

**Beneficial Ownership**

Please check one of the following boxes:

- I/We certify that I/we shall be the beneficial owner(s) of the Participating Shares subscribed for.
- I/We shall not be the beneficial owner(s) of the Participating Shares subscribed for. I/We are acting on behalf of the beneficial owner(s) of the Participating Shares subscribed for in the capacity of agent, nominee, trustee or otherwise, and hereby acknowledge that a declaration as to the ultimate beneficial owner(s) of the Participating Shares, in the form set out in Schedule 5, will be required to be duly completed, signed and delivered to the Administrator.

**Politically Exposed Persons**

Is the applicant or, if applicable, any of its underlying beneficial owners or controllers (e.g. director, trustee etc.) a senior government, political or military official, or an immediate family

member, or a close associate of such person (a “**Politically Exposed Person**”)?

Yes

No

If yes, please state which Government:

\_\_\_\_\_

If yes, please state what position in the Government: \_\_\_\_\_

If an immediate family member or close associate of a Politically Exposed Person, please state the nature of the relationship:

\_\_\_\_\_

**SCHEDULE 2**  
**BANK ACCOUNT DETAILS**

**Beneficiary Bank:**  
**Address:**  
**IBAN:**  
**SWIFT:**  
**Account Name:**  
**Account Number:**  
**Reference:**

**SCHEDULE 3**  
**REPRESENTATIONS AND WARRANTIES**

The Subscriber represents and warrants that:

1. The Subscriber has received a copy of, has carefully read and understands the Private Placement Memorandum, the Supplement and the Cell Articles and that, in making its decision to subscribe for the Participating Shares, the Subscriber has relied solely upon the Private Placement Memorandum, the Supplement, the Cell Articles, this Subscription Agreement and any independent investigations made by the Subscriber. The Subscriber is not relying on the Cell or the Cell's service providers (including the Fund Manager) for any tax, legal or financial advice in respect of an investment in the Participating Shares.
2. The Subscriber is aware that: (a) investment in the Participating Shares involves a high degree of risk, lack of liquidity and limited transferability and is subject to the terms and conditions set out in the Cell Articles, the Supplement and the Private Placement Memorandum; and (b) neither the FSRA nor any other regulatory or governmental body has made any finding or determination as to the fairness for investment by persons in, nor has made any recommendation or endorsement of, the Participating Shares.
3. The Subscriber has full power and authority to execute and deliver this Subscription Agreement, and to subscribe for and purchase the Participating Shares and is not in breach of any law applicable to it and is authorised to pay all amounts it has committed to pay to the Cell.
4. The Subscriber's purchase of the Participating Shares and its execution and delivery of this Subscription Agreement have been authorised by all necessary action on its behalf, and this Subscription Agreement is and, upon acceptance of this Subscription Agreement by the Cell, shall be, its legal, valid and binding obligations, enforceable against the Subscriber in accordance with its terms.
5. The Subscriber represents that the Participating Shares are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct or criminal property.
6. Without prejudice to the Cell's ability to compulsorily redeem, the Subscriber understands and accepts that in the event that the Cell accepts the subscription prior to confirmation of the Subscriber's identity to the satisfaction of the Cell and the Administrator, and such confirmation is not forthcoming, the Participating Shares (if any) allotted to the Subscriber will be compulsorily redeemed and the proceeds (if any) returned to the bank account from which the original subscription moneys (if any) were remitted (or, subject to applicable law, a blocked account) or as required by applicable law, at the Subscriber's expense and the Subscriber hereby indemnifies the Cell and the Administrator in respect of any loss that the Subscriber should suffer as a result of such action being taken.
7. The Subscriber further understands and accepts that the Cell and the Administrator will not confirm acceptance of the Subscriber's investment, or details of the Participating

Shares allotted to the Subscriber until such time as the Administrator has received the information and documentation verifying the Subscriber's identity to its satisfaction, including the information and documentation referred to in Schedules 1 and 3.

8. All of the information and documents provided by the Subscriber under Schedules 1 and 3 is true and correct.
9. The Subscriber will provide additional documentation to verify identity if requested by the Administrator in accordance with the requirements, present or future, of the ADGM or any other jurisdiction whose regulations apply to the Cell and the Administrator.
10. The Subscriber is investing on its own behalf and is not acting on behalf of any other party. The subscriber confirms its understanding that the Cell will not recognise the creation of any trusts or charges on the Participating Shares issued to the Subscriber.
11. The Subscriber is not subject to any United Nations, Office of Foreign Assets Control or European Union sanctions, including any sanctions countering the financing of terrorism, narcotics or crime.
12. The Subscriber understands that enhanced due diligence may need to be undertaken, and the Cell reserves the right to decline the subscription, where the Subscriber is a senior political figure, or an immediate family member or close associate of a senior political figure, or acting on behalf of a senior political figure.
13. The Participating Shares are not being acquired and will not be held in violation of any applicable laws.
14. The Subscriber meets the criteria to be classified as a “**Professional Client**” as provided for under Rule 2.4 of the Conduct of Business Module of the FSRA and set out in Appendix 4 for ease of reference. Please note that as per FSRA rules and regulations, only Subscribers meeting the criteria to be classified as Professional Clients can be accepted. Please also note that the Subscriber is responsible for keeping the Fund informed of any changes or other matters that may be of relevance to meeting applicable criteria.

Yes  No

*Please note that, subscriptions by Subscribers that do not meet the criteria to be classified as Professional Clients will not be accepted. Please also note that the Subscriber is responsible for keeping the Administrator informed of any changes or other matters that may be of relevance to meeting applicable criteria.*

- (a) If the Subscriber is an Undertaking,<sup>1</sup> it qualifies as a “Professional Client” under the COB, being (**please check each box that applies**):

(i) a ‘Deemed’ Professional Client as provided for under Rule 2.4.2 of COB;

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<sup>1</sup> An “Undertaking” is: (a) a Body Corporate (any body corporate, including limited liability partnership and a body corporate constituted under the law of a country or territory outside of the Abu Dhabi Global Market) or Partnership (any partnership, including a partnership constituted under the law of a country or territory outside the Abu Dhabi Global Market, but not including a limited liability partnership); or (b) an unincorporated association carrying on a trade or business, with or without a view to profit.



- (ii) an Undertaking meeting the criteria to qualify as an ‘Assessed’ Professional Client as provided for under Rule 2.4.4 of COB; or
- (iii) an Undertaking having a controller, holding company, subsidiary or joint venture partner qualifying as either a ‘Deemed’ Professional Client or meeting the criteria to qualify as an ‘Assessed’ Professional Client.
- (b) If the Subscriber is an Undertaking, the Subscriber or, in the case the immediately preceding clause (a)(iii) applies, its controller, holding company, subsidiary or joint venture partner, has own funds or called up capital of at least \$500,000; and the Subscriber or, in the case the immediately preceding clause (a)(iii) applies, its controller, holding company, subsidiary or joint venture partner, has sufficient experience of and fully understands the financial markets, products, transactions and risks involved in relation to an investment in the Interests.
- (c) Subscribers that checked the immediately preceding box (a)(i) are required to answer the following question: On what basis does the Subscriber qualify as a ‘Deemed’ Professional Client as provided for under Rule 2.4.2 of COB? The Subscriber is **(please check each box that applies)**:
- (i) a supranational organisation whose members are either countries, central banks or national monetary authorities;
- (ii) a properly constituted government, government agency, central bank or other national monetary authority of any country or jurisdiction;
- (iii) a public authority or state investment body;
- (iv) a Recognised Body or Remote Body;
- (iv) an Authorised Person;
- (v) the management company of a regulated pension fund;
- (vi) a Collective Investment Fund or a regulated pension fund;
- (vii) a Large Undertaking (being a person that has met, as at the date of its most recent financial statements, at least two of the following requirements: (x) it has a balance sheet total of at least \$20 million; (y) it has a net annual turnover of at least \$40 million; or (z) it has own funds or called up capital of at least \$2 million);

(viii) a Body Corporate whose shares are listed or admitted to trading on any exchange of an IOSCO member country;

(ix) any other institutional investor whose main activity is to invest in Financial Instruments, including an entity dedicated to the securitisation of assets or other financial transactions;

(x) a trustee of a trust which has, or had during the previous 12 months, assets of at least \$10 million. An individual trustee on the board of such a trust is only a “deemed” Professional Client in relation to that particular trust;

(xi) a single family office with respect to its activities carried on exclusively for the purposes of, and only in so far as it is, carrying out its duties as a single family office; or

(xii) a Subsidiary or a Parent of any of the above.

(d) If the Subscriber is an individual, (i) the Subscriber meets the criteria to qualify as an ‘Assessed’ Professional Client as provided under Rule 2.4.4 of the COB; (ii) the Subscriber has net assets of at least \$500,000 (excluding the value of the primary residence of the Subscriber and otherwise as calculated under such Rule 2.4.4); and (iii) the Subscriber has sufficient experience of and fully understands the financial markets, products, transactions and risks involved in relation to an investment in the Interests.

(e) For all Subscribers, does the Subscriber confirm that it does not elect to be treated as a “Retail Client” under the laws and regulations of the Abu Dhabi Global Market? A “Retail Client” is any person who is not classified as a “Professional Client”.

Yes

No

## SCHEDULE 4

### FATCA / CRS SELF CERTIFICATION

#### **Part 1: Individual (Controlling Person's) Self-Certification for FATCA and CRS**

##### **Instructions for completion**

We are obliged under the Foreign Account Tax Compliance Act (“FATCA”), related intergovernmental agreements (“IGAs”) and regulations based on the OECD Common Reporting Standard (“CRS”) to collect certain information about each investor’s tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor’s interests in the Cell with relevant tax authorities. This form is intended to request information only where such request is not prohibited by local law.

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

For further information on FATCA or CRS please refer to the US Department of the Treasury’s website at:

<http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA>  
or in the case of CRS only the following link to the OECD CRS Information Portal at:  
<http://www.oecd.org/tax/automatic-exchange/>.

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

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

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

*Section 4 should only be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity.*

For further guidance see:

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

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

##### **Section 1: Subscriber Identification**

**Subscriber Name\*:** \_\_\_\_\_

**Current Residential Address\*:**

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

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

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

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

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

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

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

**Place of Birth\***

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

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

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

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

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

\_\_\_\_\_

OR

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

**Section 3: CRS Declaration of Tax Residency**

(please note you may chose more than one country)\*

Please indicate your/the Subscriber's country of tax residence (if resident in more than one country please detail all countries of tax residence and associated taxpayer identification numbers. Please see the CRS Portal for more information on tax residency.

Country of Tax Residency	Taxpayer Identification Number

NOTE: Provision of a taxpayer identification number is required unless you are tax resident in

a jurisdiction that does not issue a taxpayer identification number.

**Section 4: Type of Controlling Person**

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

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

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

**Section 5: Declaration and Undertakings:**

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

I acknowledge that the information contained in this form and information regarding the Subscriber may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the

Subscriber may be tax resident where those countries (or tax authorities in those countries) have entered into agreements to exchange financial account information.

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

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

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

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

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

## **Part 2: Entity Self-Certification for FATCA and CRS**

### **Instructions for completion**

We are obliged under the Foreign Account Tax Compliance Act (“**FATCA**”), related intergovernmental agreements (“**IGAs**”) and regulations based on the OECD Common Reporting Standard (“**CRS**”) to collect certain information about each investor’s tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor’s interests in the Cell with relevant tax authorities. This form is intended to request information only where such request is not prohibited by local law.

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

For further information on FATCA or CRS please refer to the US Department of the Treasury’s website at:

<http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA>  
or in the case of CRS only the following link to the OECD CRS Information Portal at:  
<http://www.oecd.org/tax/automatic-exchange/>.

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

*Subscribers that are individuals should not complete this form and should complete the form entitled “Individual (Controlling Person’s) Self-Certification for FATCA and CRS”.*

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

### **Section 1: Subscriber Identification**

**Subscriber Name\*:** \_\_\_\_\_

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

**Current Registered Address\*:**

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

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

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

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

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

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

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

**Section 2: FATCA Declaration Specified U.S. Person:**

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

- a) The Subscriber is a Specified U.S. Person and the Subscriber’s U.S. Federal Taxpayer Identifying number (U.S. TIN) is as follows:

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

**Or**

- b) The Subscriber is not a Specified U.S. Person (please also complete Sections 3, 4 and 5)

**Or**

- c) c) The Entity is a US person but not a Specified U.S. Person (please also complete Sections 3, 4 and 5)

**Section 3: Entity’s FATCA Classification\***

(the information provided in this section is for FATCA, please note your classification may differ from your CRS classification in Section 5)

3.1 If the Subscriber is a Financial Institution, please tick one of the below categories and provide the Subscriber’s Global Intermediary Identification Number (GIIN) at 3.2

I.	Partner Jurisdiction Financial Institution	
II.	Registered Deemed Compliant Foreign Financial Institution	
III.	Participating Foreign Financial Institution	

3.2 Please provide the Subscriber’s GIIN: \_\_\_\_\_

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

I.	The Subscriber has not yet obtained a GIIN but is sponsored by another entity which does have a GIIN (its “ <b>Sponsor</b> ”). Please provide the sponsor’s name and sponsor’s GIIN: Sponsor’s Name: _____ Sponsor’s GIIN: _____	
II.	Exempt Beneficial Owner	
III.	Certified Deemed Compliant Foreign Financial Institution (including a deemed compliant Financial Institution under Annex II of the Agreement)	
IV.	Non-Participating Foreign Financial Institution	
V.	Excepted Foreign Financial Institution	



3.4 If the Subscriber is not a Financial Institution, please tick one of the below categories:

I.	Active Non-Financial Foreign Entity	
II.	Passive Non-Financial Foreign Entity  (If this box is ticked, please include self-certification forms for each of your Controlling Persons)	
III.	Excepted Non-Financial Foreign Entity	

**Section 4: CRS Declaration of Tax Residency**

(please note that you may choose more than one country)\*

Please indicate the Subscriber’s country of tax residence for CRS purposes (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers). If the Subscriber is not tax resident in any jurisdiction (e.g. because it is fiscally transparent), please indicate that below and provide its place of effective management or country in which its principal office is located.

Country of Tax Residency	Tax ID Number

NOTE: Provision of a taxpayer identification number is required unless you are tax resident in a jurisdiction that does not issue a taxpayer identification number.

**Section 5: Entity’s CRS Classification\***

(The information provided in this section is for CRS. Please note an entity’s CRS classification may differ from its FATCA classification in Section 3).

For more information please see the CRS Standard and associated commentary:  
<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

5.1 If the Subscriber is a Financial Institution, please tick one of the below categories

I.	Financial Institution under CRS(other than (II) below)	
II.	An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution  (If this box is ticked, please indicate the name of any Controlling Person(s) of the Entity and complete a separate individual self-certification forms for each of your Controlling Persons**)	

5.2 If the Subscriber is a Non-Financial Institution, please tick one of the below categories

I.	Active Non-Financial Entity – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation	
II.	Active Non-Financial Entity – a Government Entity or Central Bank	
III.	Active Non-Financial Entity – an International Organisation	
IV.	Active Non-Financial Entity – other than (I)-(III) (for example a start-up Non-Financial Entity or a non-profit Non-Financial Entity)	
V.	Passive Non-Financial Entity  (If this box is ticked, please complete a separate Individual Self-Certification Form for each of your Controlling Persons**)	

**\*\*Controlling Persons:**

NOTE: Please note that each Controlling Person must complete a Separate Individual Self-Certification form. If there are no natural person(s) who exercise control of the Subscriber then the Controlling Person will be the natural person(s) who hold the position of senior managing official of the Subscriber.

For further information on Identification requirements under CRS for Controlling Persons, see the Commentary to Section VIII of the CRS Standard:

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

**Section 6: Declarations and Undertakings**

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

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

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

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

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

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

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

**SCHEDULE 5**  
**DECLARATION OF THE ULTIMATE BENEFICIAL OWNER FOR THE**  
**SUBSCRIBER**

In case of an entity subscriber, this form must be signed by each ultimate beneficiary of the entity (i.e. by the person who ultimately owns or has an ownership interest whether legally or beneficially, directly or indirectly). In case of an investor subscribing in a nominee capacity, this form can be signed by the authorized signatory of the nominee subscribing on behalf of its client.

**POLICY**

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The UAE federal regulations require institutions to capture and identify the details of the ultimate individual beneficial owners of an applying corporate entity.

Specific minimum requirements for customer due diligence (CDD) applicable for individuals and corporate entities (including, for example, with respect to corporate entities, the requirement to identify and have details about those who own \*5% or more of a business).

**\*Note:** Whilst the requirement above applies to members of an establishment's group located outside the UAE in the event that the AML/CFT regulatory arrangements in that location are not at least equivalent to the framework applicable in the UAE, as per the Cabinet Resolution, Article 4 (B) and Cabinet Resolution Article 10), the Administrator, when evaluating the requirement to verify the beneficial ownership threshold, will look at and consider other factors such as size of an individual's legal or beneficial ownership and the extent to which they exercise control over the entity and transaction(s), as well as considering whether their ownership poses any money laundering risks and the overall risk rating of the customer.

In addition, the Administrator will act in conformity with the latest Anti-Money Laundering, Counter-Terrorist Financing and Sanctions Module (AML) Rulebook version AML/VER12/08-16, as amended from time to time, by the FSRA. In identifying the beneficial owner that shall be required to submit documentary evidence, the Administrator shall take into account the aggregate amount which will be invested into the Cell on behalf of the shareholder, in accordance with certain provisions as outlined in the Anti-Money Laundering, Counter-Terrorist Financing and Sanctions Module version AML/VER12/08-16, as amended from time to time.

In cases where the shareholder, irrespective of the percentage shareholding, has been identified as a Politically Exposed Person, as per the latest FSRA Rulebook Glossary Module (GLO), as amended from time to time, full documentary evidence as per the Administrator's most recent AML policy will be requested.

**Registered Legal Name of the Subscriber:** \_\_\_\_\_

## **DETAILS OF ULTIMATE BENEFICIAL OWNERS – CORPORATE ENTITIES**

I/we declare the above Subscriber is ultimately owned by the following entities (include both direct and indirect shareholders):

<b>Company Name</b>	<b>Country of Incorporation</b>	<b>Address of Registered Office</b>	<b>% of shares in the Subscriber</b>

### **CATEGORY**

- Our company is a Listed Company listed / Subsidiary or Controlled by a Listed Company *[If this category is selected, no need to provide UBO details]*
- Unlisted Company
- Partnership Firm / LLP
- Unincorporated association / body of individuals
- Public Charitable Trust
- Private Trust
- Religious Trust
- Trust created by a Will
- Others [please specify] \_\_\_\_\_

## **DETAILS OF ULTIMATE BENEFICIAL OWNERS (UBOS) – INDIVIDUALS**

I/we declare the above Subscriber is ultimately owned by the following individuals:

<b>Name</b>	<b>Nationality</b>	<b>Passport Number</b>	<b>Residential Address</b>	<b>% Shares in the Subscriber</b>

**Or**

- I/we hereby declare(s) that today, no single individual shareholder/partner holds 5% or more of the company's or group of companies' equity.

## **REQUIRED SUPPORTING DOCUMENTS (FOR ONSHORE/ OFFSHORE JURISDICTIONS)**

Please be ready to provide, within the agreed timeframe, the supporting documents to confirm the above mentioned information: Share certificates / Register of Members / Memorandum and Cell Articles of Association / Letter confirmation from an auditor, lawyer, bank manager or Government Authority and other documents as per the latest Apex Customer Due Diligence Requirement Pack (which is available upon request).

## **DECLARATION**

I/we hereby declare that the information provided in this form is true and accurate to the best of my/our knowledge and belief, and if such information changes, I/We will promptly notify the Administrator in writing. In case any of the above specified information is found to be false or untrue or misleading or misinterpreting, I/We am/are aware that I/We may be liable for it.

Further, I/We acknowledge that if any information provided by me/us is subsequently found to be untrue, inaccurate or misleading the Administrator will result in the application being rejected.

I/We hereby authorize the Administrator to make any enquiries from any person or entity, it may deem necessary in connection with this declaration.

Each ultimate beneficial owner of the Subscriber has hereby executed below. If the Subscriber has more than one ultimate beneficial owner, please arrange for signature on a blank page from each ultimate beneficial owner.

**For Individual Signatories:**

**Name:**

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

**Date:**

**For Corporate/Entity Signatories:**

**Company/Entity Name:**

**Authorized Signatory Name:**

**Authorized Signatory Title:**

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

**Date:**

## **APPENDIX 1**

### **INVESTOR CUSTOMER DUE DILIGENCE (CDD) REQUIREMENTS**

The level of Customer Due Diligence (CDD) carried out on investors will depend on the risk profile of the investor. Enhanced CDD is carried out on higher risk investors and Politically Exposed Persons only. Below is an indication of the documentation that will be requested.

Please note this document is for indication purposes only. It may be appropriate in some situations to request additional or less documentation.

Certified true copies of an independent Source of Wealth Confirmation will be required if the Administrator is unable to ascertain through online research.

#### **REGULATED ENTITIES**

The following information is required for 'Legal Bodies' that are regulated in an equivalent jurisdiction; quoted on a regulated market; public bodies in an equivalent jurisdiction; or registered pension funds within an equivalent jurisdiction:

- Confirmation/Proof of regulation
- Certified true copy of Authorized Signatory List
- Certified copies of the identification documentation of the authorised signatories;
- AML Comfort Letter (where appropriate)

#### **INDIVIDUALS**

We need to be provided with two pieces of documentation, one to verify the Subscriber's identity (name and date of birth) and one to verify the Subscriber's address.

All documents will need to be certified as a true copy by an approved certifier. The Certifier should state their full name, signature, date of certification and company stamp where relevant. The Certifier must be a lawyer, accountant, director or manager of a regulated institution, a notary public or other approved person.

Evidence of Identity:

Certified true copy of one of the following:

- Valid Passport
- Current Full Photographic Driving License
- Current national ID Card

Evidence of Address:

Documents must bear the individual's name and full address and be of a recent date, i.e. no greater than 3 months, except in the case of an official document known to be issued only or typically at fixed intervals of more than 6 months, in which case such documents may be accepted during that period, to a maximum of 12 months.

### Standard Due Diligence

As evidence of address we require a certified true copy of one of the following:

- Bank statement
- Utility bill
- Local authority document
- Rental or Leasing Agreement
- Electoral Register
- A letter from an employer or regulated business verifying an address
- Extract from telephone directory

## COMPANIES

### Due Diligence - unregulated companies

Certified true copies of:

- Certificate of Incorporation/ Local Equivalent
- Memorandum and Cell Articles of Association
- Certificate of Good Standing if available and company is older than 1 year
- Register of Members / Owners / Shareholders and Standard KYC (as outlined in this section for each individual/entity type) on all shareholders
- Register of Directors and Standard Individual KYC on the at least two Directors
- Latest audited financial statements (certification not required)
- Authorised signatory list with specimen signature and Standard KYC (as outlined in this section) for each signatory
- Document listing the individuals and/or entities who exercise control over the management of the company. E.g. an ownership structure chart

Note: Registers must be issued and signed by a company's corporate secretary, officer of registered office or lawyer.



## **PARTNERSHIPS**

Certified true copies of:

- Certificate of Partnership/Registration/Equivalent
- Limited Partnership Agreement or partnership deed (LPA)
- List/Details of all Partners (name, residential address, date of birth, occupation & ownership)
- CDD for the GP/Partners and CDD for Beneficial Owners
- Latest audited financial statements (certification not required)
- Authorised signatory list or signing powers listed in the LPA with specimen signature and Standard KYC (as outlined in this section) for each signatory

## **LIMITED LIABILITY COMPANY (LLC)**

Certified true copies of:

- Certificate of Formation
- Limited Liability Company Agreement/Operating Agreement
- Register of Managing Members if not available in LLC Agreement
- CDD for the Managing Members
- Authorised signatory list with specimen signature and Standard KYC (as outlined in this section) for each signatory
- Details of Members who own or are eligible to , share capital, profit, or voting rights (*name, residential address, date of birth, and occupation*). Standard KYC (as outlined in this section for each individual/entity type) on all Members

## **COLLECTIVE INVESTMENT SCHEME (CIS) – INVESTMENT FUND**

Due Diligence, if Cell and Administrator are regulated in an approved jurisdiction

Certified true copies of:

- Proof of regulation
- Prospectus; if not available: Details of Cell/Sponsor and Administrator (certification not required)
- Details of entity carrying out AML checks (if not Administrator)
- Confirmation that entity (carrying out AML checks) is regulated for AML

- Details of all investors who own more than 5% of the shares/units in the fund (*name, residential address, date of birth, and occupation*)
- AML Comfort Letter
- Authorised signatory list with specimen signature and Standard KYC (as outlined in this section) for each signatory

If Cell is an unregulated CIS

Copies of:

- Certificate of Incorporation or Extract from Companies Register website
- Register of Directors
- Prospectus; if not available: Details of Cell/Sponsor and Administrator
- Details of all Subscribers who hold  $\geq 5\%$  of the CIS; Not required if Administrator is regulated in an approved or local equivalent jurisdiction
- Details of entity carrying out AML checks (if not Administrator)
- Confirmation that entity (carrying out AML checks) is regulated for AML. If the entity is not regulated further due diligence will be required.

Certified true copies/originals of:

- Authorized Signatory List of Administrator
- AML Comfort Letter

Enhanced Due Diligence (In the case of high risk investors and Politically Exposed Persons)

Certified true copies of:

- All the above documents where appropriate.
- CDD for Subscribers  $\geq 5\%$

## TRUST

In addition to the identification documentation listed under companies

Certified true copies of:

- Trust Deed or equivalent legal form of foundation document
- Details of all Trustees and Protector/Settlor/Controller/ Donor/Grantor
- CDD for Trustee/Settlor/Beneficiaries (if applicable)
- Authorised signatory list with specimen signature and Standard KYC (as outlined in

this section) for each signatory

- Latest Audited Financial Statements (certification required)
- Documentary evidence of the appointment of the current trustees

## PENSIONS

- Certified true copy of Proof/Letter of Registration (e.g. issued by Pensions Board or tax auth.)
- Certified true copy of the CDD of Controllers
- Certified true copy of authorised signatory list with specimen signature and Standard KYC (as outlined in this section) for each signatory
- Copy of the rules of the scheme confirming (1) that contributions are made by the employer or by way of deduction from employee's wages and (2) that the rules of the scheme do not permit the member's interest to be re-assigned.

*Where proof of Registration is not available* - Certified true copy of:

- Trust Deed/ Constitutional/Formation
- Names of the Trustees/Directors/Governors or equivalent;
- Identification of the scheme's administrator who is responsible for conducting the relevant AML checks on investors (additional documentation may be required in respect of the scheme administrator once they have been identified)
- An original or certified copy of the appropriate authorised mandate for the directors to instruct the Administrator to open/operate the account; and
- Certified copy or original Authorised Signatory List.
- Copy of Details of Controllers

## CHARITABLE INSTITUTIONS AND SOCIETIES

Certified true copies of:

- Proof of registration of a relevant Charities Register. License or permit by a regulatory authority, regulator or government entity in its home country.
- Constitutional/Formation Documents.
- Details of Controllers / Beneficiaries etc.
- CDD for two Controllers, one to be authorized signatory
- Authorised signatory list with specimen signature and Standard KYC (as outlined in this section) for each signatory
- Latest audited financial statements (certification required)

## **PUBLIC BODIES**

Certified true copies of:

- Document evidencing the existence of Public Body (home state authority & its nature of relationship with Public Body if not available online).
- Authorised signatory list with specimen signature and Standard KYC (as outlined in this section) for each signatory(Certified copy)
- Latest Audited Financial Statements (certification required)
- URL detailing status.
- Details of all public / government body officials (name, residential address, date of birth & occupation).

## **SCHOOLS/COLLEGES/UNIVERSITIES**

Certified true copies of:

- Details of Registration/Document evidencing the existence of School/College/University \*
- Details of Ownership (to determine if public or private ownership) \*
- Names of main officials (e.g. Register) \*
- Where entity is privately owned and not well known or established names of any beneficial owners will be requested.(e.g. Register)
- CDD for two main officials
- CDD for Owners
- Authorised signatory list with specimen signature and Standard KYC (as outlined in this section) for each signatory

\* Not required where this information is available in the public domain.