# SUBSCRIPTION DOCUMENTS Affluence Diversified Strategic Fund 京元多元策略基金

These Subscription Documents are being provided to you as described in the offering memorandum of Affluence Diversified Strategic Fund relating to a private offering of participating shares. No person is authorised to receive these Subscription Documents unless such person has previously received, or simultaneously receives, a copy of the offering memorandum.

If you decide not to participate in this offering, please return the offering memorandum, these Subscription Documents and all related documentation to the Administrator at the address set out in this document.

**INSTRUCTIONS TO SUBSCRIBERS** 

These Subscription Documents relate to an offering of Participating Shares in Affluence Diversified Strategic Fund, a Cayman Islands exempted company (**Fund**). These Subscription Documents contain

the materials necessary for you to apply to become a shareholder of the Fund.

Each prospective investor should read the Fund's current Memorandum of Association and Articles of

Association (**Articles**); the Fund's offering memorandum dated December 2019 (**Offering Memorandum**), as the same may be amended and/or supplemented from time to time; and the

Subscription Agreement. Each prospective investor should then complete and execute the Subscription

Agreement.

Please return this entire set of Subscription Documents, the executed Signature Page, and all necessary

supporting documentation to the administrator, Trident Trust Company (Cayman) Limited

(Administrator), with a copy to the Fund's investment manager, TINO FINANCE HOLDING COMPANY

(Investment Manager), at the addresses indicated below, at least 5 Business Days prior to the

relevant Subscription Day, unless waived by the Fund.

FAILURE TO COMPLY WITH THE INSTRUCTIONS WILL CONSTITUTE AN INVALID

SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION REQUEST.

Questions regarding completion of these Subscription Documents should be directed to the

Administrator and/or the Investment Manager.

Please send all documents to:

Trident Trust Company (Cayman) Limited

c/o Trident Trust Company (Singapore) Pte. Limited

77 Robinson Road

#20-01 Robinson 77

Singapore 068896

Telephone: +65 6955 7550

Attention: Investor Services

Fax: +65 6955 7599

Email:

for trade submission <u>tradereceipt.sq@tridenttrust.com</u>

for all enquiries investorservices.sg@tridenttrust.com

with a copy to:

TINO FINANCE HOLDING COMPANY

Telephone: +852 37560184

Attention: INVESTORS SERVICES

Email: IM@affdsf.com

Payment may be made by wire transfer of immediately available funds to the Fund.

# **FUND WIRING INSTRUCTIONS**

Bank Name and Address: Bank of Communications Co Ltd, Hong Kong Branch

Bank Address: 20 Pedder Street, Central, HK

SWIFT Code: COMMHKHH

Account Name: AFFLUENCE DIVERSIFIED STRATEGIC FUND

Account Number: 027-841-101827-3-01

Reference: [#Investor's passport name]

Please ensure that your bank identifies your name on the wire transfer.

The Fund recommends that you ask your bank to charge its wiring fee separately so that the entire amount you want to invest will be directly invested in the Fund.

CLEARED FUNDS MUST BE RECEIVED IN THE FUND'S ACCOUNT NOT LATER THAN 5:00 P.M. HONG KONG TIME AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE LAST BUSINESS DAY OF THE INITIAL OFFER PERIOD OR THE RELEVANT SUBSCRIPTION DAY (AS THE CASE MAY BE), UNLESS WAIVED BY THE FUND.

THE FUND MAY ACCEPT OR REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART.

TRANSFER OR OTHER DISPOSITION OF THE PARTICIPATING SHARES IS RESTRICTED AS PROVIDED IN THE ARTICLES OF ASSOCIATION.

#### SUBSCRIPTION AGREEMENT

Dear Sirs:

The subscriber named below (Subscriber) acknowledges having received, reviewed and understood the offering memorandum (as amended from time to time) (Offering Memorandum) for the offering of non-voting, participating, redeemable participating shares (Participating Shares) in the Fund and agree to invest the amount set out below (Subscription Amount) in the Fund and subscribe for as many Participating Shares being offered pursuant to the Offering Memorandum as may be purchased on the terms of the Offering Memorandum and subject to the provisions of the Memorandum and Articles of Association of the Fund (collectively Articles).

Subscription Amount:	Class of Participating Shares:
US\$	Class A Participating Shares
US\$	Class B Participating Shares

- 2. Capitalised terms that are not otherwise defined have the meaning given to them in the Offering Memorandum.
- 3. The Participating Shares will be issued by the Fund with the rights expressed to be attached to the Participating Shares in the Offering Memorandum relating to redemption, voting and dividends. Those terms are also incorporated by reference into this Subscription Agreement.
- 4. In the event of an Offering Memorandum conflict between the terms of this Subscription Agreement, the Offering Memorandum and the Articles, the order of priority of those documents shall be first the Articles, second this Subscription Agreement and third the Offering Memorandum.
- 5. The Subscriber is encouraged to consult with its own tax advisors regarding the possible implications of relevant withholding legislation on the Subscriber's investment in the Fund.
- 6. By executing this document the Subscriber authorises the Administrator to provide the Investment Manager and the Fund's legal counsel, with information regarding the Subscriber's investment in the Fund.
- 7. The Subscriber understands that:
  - (a) this Subscription Agreement shall not be binding on the Fund unless accepted by the Fund and the Fund may reject any subscription agreement at its entire discretion;
  - (b) the subscription price for Participating Shares will be US\$100 per Share for the relevant class or series of Participating Shares. Unless otherwise agreed to, applicants for Participating Shares following the close of the Initial Offer Period, and Shareholders wishing to apply for additional Participating Shares, must send their completed Subscription Agreement, together with any supporting documentation required to satisfy anti-money laundering requirements, to the Administrator so as to be received by the Administrator by no later than 5.00 p.m. (Hong Kong time) on the Business Day which is 5 Business Days prior to the last Business Day of the Initial Offer Period or the relevant

Subscription Day (as the case may be). Cleared funds in respect of the subscription monies must be received in the bank account of the Fund by 5.00 pm (Hong Kong time) at least Three (3) Business Days prior to the last Business Day of the Initial Offer Period or the relevant Subscription Day (as the case may be).

- (c) the Subscriber must subscribe initially for a minimum investment of US\$10,000.
- 8. The Subscriber understands, acknowledges, represents and agrees that:
  - (a) many jurisdictions are in the process of changing or creating anti-money laundering, embargo and trade sanctions, or similar laws, regulations, requirements (whether or not with force of law) or regulatory policies and many financial intermediaries are in the process of changing or creating responsive disclosure and compliance policies (collectively **Requirements**) and the Fund or its agents could be requested or required to obtain certain assurances from you, disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future; and
  - (b) it is the Fund's policy to comply with Requirements to which the Fund or its agents is or may become subject and to interpret them broadly in favour of disclosure.
- 9. The Subscriber agrees to provide additional information or take such other actions as may be necessary or advisable for the Fund to comply with any Requirements, related legal process or appropriate requests (whether formal or informal) or otherwise.
- 10. The Subscriber consents to disclosure by the Fund and its agents to relevant third parties of information pertaining to you or the Fund in respect of Requirements or information requests related thereto.
- 11. The Subscriber understands, acknowledges, represents and agrees that failure to honour any such request may result in compulsory redemption by the Fund.
- 12. The Subscriber agrees to provide to the Fund and its agents any additional information that the Fund or its agents deem necessary or appropriate to ensure compliance with Requirements.
- 13. The Subscriber acknowledges and agrees to produce any information required for verification or anti-money laundering purposes, the Fund may refuse to accept the application and the subscription monies relating thereto.
- 14. The Subscriber undertakes and agrees promptly to provide the Fund any information that the Fund may reasonably request with regard to the Fund's obligations to comply with (a) 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; and (b) any agreement or treaty between the Cayman Islands (or any Cayman Islands government body) and any other jurisdiction (including any government bodies in such jurisdiction) and any legislation, regulations or guidance in force in the Cayman Islands, regarding the automatic exchange of financial account information.

- 15. The Subscriber acknowledges and agrees that, should the Subscriber fail to provide any such information in a timely manner to the Fund, the Fund may do any one or a combination of the following:
  - (a) compulsorily redeem a portion or all of the Subscriber's Participating Shares;
  - (b) deduct amounts payable in respect of any redemption or repurchase of Participating Shares to the Subscriber; or
  - (c) convert the Participating Shares held by the Subscriber into Participating Shares of a new class to enable the Fund to account for any deductions appropriately.
- 16. The Subscriber represents and agrees that:
  - (a) none of the Participating Shares (nor any interest therein) is being acquired or will at any time be held, directly or indirectly, for the account or benefit of any Non-Qualified Person;
  - (b) none of the Participating Shares will be transferred to any person who has failed to supply a similar representation; and
  - (c) it is not acquiring the Participating Shares in connection with an invitation to the public of the Cayman Islands to subscribe for the Participating Shares.
- 17. The Subscriber represents, warrants, covenants and agrees that the following statements are true as at the date of this Subscription Agreement and they are continuous and will be deemed to be repeated in connection with all further subscriptions for Participating Shares by the Subscriber:
  - (a) Reliance on Offering Memorandum. The Subscriber acknowledges that the Fund has delivered to the Subscriber the Offering Memorandum. The Subscriber has not relied on any representations or other information purported to be given on behalf of the Fund except as set forth in the Offering Memorandum or the published, financial accounts of the Fund.
  - (b) **No Resale.** The Participating Shares are not being purchased with a view to resale.
  - (c) Legality and Validity of Consents. All consents required to be obtained and all legal requirements necessary to be complied with or observed in order for this Subscription Agreement or the issuance of the Participating Shares to be lawful and valid under the laws of any jurisdiction to which the Subscriber is subject have been obtained, complied with or observed.
  - (d) Subscriber Knowledge. The Subscriber possesses requisite knowledge and experience in financial matters such that it is capable of evaluating the merits and risks of an investment in the Fund (including without limitation, the ability to suffer a complete loss of the investment and need to hold the Participating Shares for an indefinite period of time).

- (e) Administrator. The Subscriber acknowledges that due to anti-money laundering requirements operating in the Cayman Islands, the Fund may require further identification from the Subscriber before the application can be processed and the Fund and the Administrator shall be held harmless and indemnified against any loss arising due to the failure to process this application if such information has not been provided by the Subscriber. The Subscriber hereby confirms that the Fund and the Administrator are each authorised and instructed to accept and execute any instruction in respect to the Participating Shares to which this application relates given by the Subscriber by fax or email. If instructions are given by the Subscriber by fax or email, the Subscriber undertakes to forward the original immediately by regular mail to the Administrator. The Subscriber hereby indemnifies the Fund and the Administrator and agrees to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of either of them acting on fax or email instructions. The Fund and the Administrator 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 or to be signed by properly authorised persons. The Subscriber acknowledges and consents that any action, proceeding or claim the Subscriber may bring against the Fund, the Directors, the Administrator, the Investment Manager, and/or its affiliates, shall be limited to the Participating Shares, as the case may be, in which the Subscriber hereby invests.
- (f) **No Performance Guarantees.** No guarantees have been made to the Subscriber about future performance or financial results of the Fund.
- (g) **High Net Worth.** The Subscriber is a "high net worth person" as defined in the Cayman Islands Securities Investment Business Law (as revised).
- (h) **Suitability.** The Subscriber has read carefully and understands the Offering Memorandum and has consulted its own attorney, accountant or investment adviser with respect to the investment contemplated hereby and its suitability for the Subscriber. The Subscriber hereby adopts and agrees to every provision set forth in the Offering Memorandum. The Subscriber is fully informed as to (i) the legal and regulatory requirements within the Subscriber's country for the purchase of the Participating Shares, (ii) any foreign exchange restrictions applicable to the Subscriber, and (iii) any relevant tax considerations relating to the Subscriber arising out of the tax laws applicable to the Subscriber. The Subscriber understands and agrees that the Offering Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.
- (i) **Opportunity to Verify Information.** The Subscriber acknowledges that the representatives of the Fund, Investment Manager and Administrator have made available to the Subscriber, during the course of this transaction and prior to the purchase of any Participating Shares, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering described in the Offering Memorandum, and to obtain any additional information necessary to verify the information contained in the Offering Memorandum or otherwise relevant to the suitability of the proposed investment and to the proposed activities of the Fund.

- (j) **Participating Shares Not Listed.** The Subscriber understands and agrees that neither the Fund nor the Participating Shares are listed with or approved by any securities regulatory authority in any jurisdiction.
- (k) No Need for Liquidity. The Subscriber has no need for liquidity in connection with its purchase of the Participating Shares. The Subscriber acknowledges and is aware that there are substantial restrictions on the transferability of the Participating Shares. There will be no public market for the Participating Shares. There are restrictions on the redemption rights of the Subscriber in relation to the Participating Shares described in the Offering Memorandum.
- (I) **Investment Objectives.** The purchase of the Participating Shares by the Subscriber is consistent with the general investment objectives of the Subscriber.
- (m) No Borrowings. The Subscriber has not borrowed any portion of its contribution to the Fund, either directly or indirectly, from the Fund, the Investment Manager, Administrator, or Prime Brokers or any affiliate of the foregoing.
- (n) Fund Counsel Does Not Represent Investors. The Subscriber understands and acknowledges that Appleby (Cayman) Ltd. only represents the Fund, and not the Subscriber, in connection with the offer and sale of the Participating Shares.
- (o) Rejection of Subscription. The Subscriber acknowledges that the subscription for the Participating Shares contained herein may be reduced or rejected by the Administrator in consultation with the Investment Manager.
- (p) Corporate Authorisation. If the Subscriber is a corporate subscriber, the Subscriber has full right and power to make the investment applied for pursuant to this Subscription Agreement and all necessary corporate action has been taken to authorise the purchase of the Participating Shares.
- (q) Compulsory Redemptions. The Subscriber understands that the Participating Shares may be subject to compulsory redemption in certain circumstances as set out in the Offering Memorandum.
- (r) **Non-petition.** The Subscriber acknowledges that, notwithstanding any other provision of this Subscription Agreement, if at any time the Fund restricts the number of Participating 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.
- (s) **Binding Nature of the Subscription Agreement.** This Subscription Agreement shall be binding upon the Subscriber and the legal representatives, successors and assigns of the Subscriber, and shall, if the Subscriber consists of more than one person, be the joint and several obligation of all such persons. Two or more duplicate counterparts of

this Subscription Agreement may be executed by the undersigned and accepted by the Fund, each of which shall be an original, but all of which together shall constitute one and the same instrument.

- (t) Change in Information. The Subscriber agrees to advise the Fund promptly if the Subscriber becomes aware of any change in the information or representations set forth herein.
- (u) Subscriber Indemnity. The Subscriber hereby indemnifies the Fund against any and all liability, costs, claims, and expenses (including without limitation, reasonable attorneys' fees for the investigation of an preparation of a defence to any such liability, claims, costs and expenses) resulting from a breach of any of the foregoing representations.
- (v) Identification Requirements. The Subscriber acknowledges and agrees to comply with the "Identification Requirements for Subscribers" 1 attached hereto (which are subject to amendment by the Fund and the Administrator from time to time) and represents that all documents provided to the Fund or the Administrator pursuant thereto are true and correct. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Fund or the Administrator may refuse to accept the application and the subscription monies relating thereto.
- (w) Negative Consent. 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 Memorandum 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.
- 18. **Data Protection.** The Fund is committed to being a responsible custodian of the information investors provide to the Fund and the information the Fund collects in the course of operating the Fund. The Privacy Notice, which is annexed to the Subscription Agreement and also available on request, sets out how the Fund may collect, use and share information and describes:
  - the types of information the Fund may collect;
  - how the Fund may use the information it collects;
  - how the Fund may share the information it collects;
  - how the Fund protects and safely stores the information it collects;

<sup>&</sup>lt;sup>1</sup> This section to be tailored to the identification requirements of the Administrator.

- investors' choices and rights; and
- how to contact the Fund if any investor requires additional information or wishes to raise a concern.
- 19. **Governing Law and Jurisdiction.** This Subscription Agreement is governed by and construed in accordance with the laws of the Cayman Islands. Any dispute, action or proceeding initiated by the Subscriber arising out of or in connection with this Subscription Agreement or the Articles shall be subject to the exclusive jurisdiction of the Grand Court of the Cayman Islands. In all other cases, the parties agree to submit to the non-exclusive jurisdiction of the Grand Court of the Cayman Islands.

# **SUBSCRIBER INFORMATION**

SINGLE APPLICANT	JOINT APPLICANTS
Name: (in full)	Name: (in full)
Residential Address:	Residential Address:
(No P.O. Boxes accepted for registration purposes)	(Only the first-named applicant's address will be used for registration purposes)
Occupation:	Occupation:
I.D./Passport No.:	I.D./Passport No.:
Date of Birth:	Date of Birth:
Place of Birth:	Place of Birth:
Nationality:	Nationality:
Telephone No.:	Telephone No.:
Fax No.:	Fax No.:
Email Address:	Email Address:
Source of Subscription Funds:	Source of Subscription Funds:
COMPANIES / PARTNERSHIPS	TRUSTS
Name of Company/Partnership:	Name of Trustee and Trust:
Registered Address:	Registered Address:
(No P.O. Box is acceptable)	(No P.O. Box is acceptable)
Mailing Address:	Mailing Address:
Business Address:	
Business / tudi essi	
Place of Incorporation/Establishment:	Place of Incorporation/Establishment:
Business Registration No and Company No	Business Registration No and Company No
Telephone No.:	Telephone No.:_
Fax No.:	Fax No.:_
	E-mail Address:

Principal Contact Person:	Principal Contact Person:	
Principal Business Activities:	Principal Business Activities:	
Source of Subscription Funds:	Source of Subscription Funds:	
Nature of Business	Nature of Business	
Redemption Information:		
•	t be the same account from which the Subscriber's	
investment in the Fund was originally remitted u		
Bank Name:	Swift Code*:	
Bank ABA No.:	For Further Credit to:	
City/State/Country:	Account Name:	
Account Name:	Account No.:	
Account No.:		
*Required for U.S. Dollar wire transfer to no information.	n-U.S. banks. Please contact your bank for more	
Was the Subscriber referred to the Fund by	a placement agent?	
□ Yes		
□ No		
If yes, please provide the name of placement ag	ent:	
Communication With Subscriber:		
Please send all communication relating to the fur	nd to (please check one):	
<ul> <li>Primary Residence or Principal Place of Business</li> </ul>		
<ul> <li>Mailing Address</li> </ul>		
Duplicate communications should be sent to	o an authorised representative as follows	
(complete if desired; otherwise, leave blank	x):	

Email:

Address:

#### **Electronic Delivery of Reports and Other Communications:**

The Fund, the Administrator and/or the Investment Manager may provide to you (or your authorised representative) statements, reports and other communications relating to the Fund and/or your investment in the Fund in electronic form, such as email.

Do you consent to the sending of such statements, reports and other communications regarding the Fund and your investment in the Fund (including net asset value information, subscription and redemption activity, and annual and other updates of the Fund's consumer privacy policies and procedures) exclusively in electronic form without separate mailing of paper copies?

By consenting you also acknowledge that emails from the Fund, the Administrator and/or the Investment Manager may be accessed by recipients other than you and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Fund, the Administrator and the Investment Manager each give no warranties in relation to these matters. If you have any doubts about the authenticity of an email purportedly sent by the Fund, the Administrator and/or the Investment Manager, please contact the purported sender immediately.

□ Yes □ No

# **SOURCE OF WEALTH DECLARATION**

Name of investor:
I.D./Passport No/Company Registration Number:
Telephone No:
Facsimile No:
Email address:
Contact Person:
Occupation:
Source of wealth to finance this investment:
(Please specify the source of funds to be used by the subscriber for the purposes of subscription. (e.g. loans to the subscriber, proceeds from the disposition of assets, wealth from the ownership of a business, employment or professional practice, proceeds from inheritance, income from investments)
□Employment
□Self-employed
□Business owner
□Inheritance
□Other (please provide a detailed description).

Signed for and on behalf of	)	
Name of Subscriber:	)	Ву:
	,	Name:
		Position:
IF SIGNED UNDER A POWER OF ATTORNEY, SUCH ACCOMPANY THIS FORM.  Accepted by or on behalf of Affluence Diversified Stra		
Date:		
Signed for and on behalf of Affluence Diversified Strategic Fund	)	
	)	By:
		Name:
		Company:
		Position:

Signed for and on behalf of	)	
Name of Subscriber:	)	By:
	······ )	Name:
		Position
		rosition.
IF SIGNED UNDER A POWER OF ATTORNEY, SUCH	POW	/FR OR A DULY CERTIFIED COPY MUST
ACCOMPANY THIS FORM.		TER OR A DOLL CERTIFIED COFT MOST
Accepted by or on behalf of <b>Affluence Diversified Str</b>	ateg	ic Fund on:
Date:		
Date.		
Signed for and on behalf of Affluence Diversified	)	
Strategic Fund	)	
	)	By:
		Name:
		Company:
		Position:

# SUBSCRIBER SELF-CERTIFICATION FORM FOR AUTOMATIC EXCHANGE OF INFORMATION FOR TAX MATTERS REPORTING

If the Subscriber is an individual, you should complete the Individual Self-Certification Form (Annex 1).

If the Subscriber is an entity, you should complete the Entity Self-Certification Form (Annex 1).

#### Annex 1

#### **Individual Self-Certification**

# Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, 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 of Birth (dd/n	nm/yyyy)	Place and Country of Birth
Permanent Residence Address:			
Number & Street		Cit	y/Town
State/Province/County	Post Code	Co	untry
Mailing address (if different from above):			
Number & Street		City	r/Town
State/Province/County	Post Code	Соц	ıntry
Section 2: Declaration of U.S. Citizenship or U	J.S. Residence for Tax pu	ırposes	
Please tick either (a) or (b) or (c) and complete as appro	priate.		
(a) I confirm that <b>I am</b> a U.S. citizen and/or residente substantial presence test) and my U.S. federal taxpa	·		
(b) I confirm that I was born in the U.S. (or a U.S. surrendered my citizenship as evidenced by the attache		a U.S. citize	n as I have voluntarily
(c) I confirm that I am not a U.S. citizen or resid		es.	

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):	/	/		

#### **Entity Self-Certification**

# Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, 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**

Sec	tior	า 2: เ	J.S.	Persons
Plea	se ti	ck an	d cor	mplete as appropriate.
(d)		The	enti	ty is a <i>Specified U.S. Person</i> and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:
(e)		 The	enti	ty is a U.S. Person that is not a Specified U.S. Person.
		In	dicat	e exemption <sup>2</sup>
If th	e en	tity is	not	a U.S. person, please complete Section 3.
Sec	tior	า 3: เ	JS F.	ATCA Classification for all Non United States Entities
Plea	ise co	omple	ete th	nis section if the entity is <u>not</u> a <i>U.S. Person</i>
3.1			-	is a <b>Registered Foreign Financial Institution</b> , please tick one of the below categories, and provide the entity's $t$ 3.1.1.
		(a)		Reporting Model 1 FFI
		(b)	□ FFI,	Registered Deemed Compliant Foreign Financial Institution (other than a reporting Model 1 FFI, sponsored or non-reporting IGA FFI)
		(c)		Reporting Model 2 FFI
		(d)		Participating Foreign Financial Institution
	3.:	1.1 F	Please	e provide your Global Intermediary Identification number (GIIN):
				(if registration in progress indicate so)
3.2			•	a Financial Institution but unable to provide a GIIN or has a Sponsored Entity GIIN, please complete one or regories:
		(a)	□ Spo	The Entity is a Sponsored Financial Institution (sponsored by another entity that has registered as a nsoring Entity) and (select one):
			a.	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.
				Sponsoring Entity's Name:
				Sponsoring Entity's GIIN:

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.

			b.	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.
			Т	rustee's Name:
			Т	rustee's GIIN:
		(c)	•	The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution uding a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee umented Trust or Sponsored Financial Institution).
			In	dicate exemption:
		(d)		The Entity is a Non-Participating Foreign Financial Institution
3.3		ne ent	•	not a Foreign Financial Institution, please confirm the Entity's FATCA status below:
3.3	If th	ne ent	•	<b>not a Foreign Financial Institution</b> , please confirm the Entity's FATCA status below: Entity is an <i>Exempt Beneficial Owner.</i> <sup>3</sup>
3.3		ne ent	The	•
3.3		ne ent	The	Entity is an <i>Exempt Beneficial Owner.</i> <sup>3</sup>
3.3	(a) (b)	ne ent	The	Entity is an <i>Exempt Beneficial Owner.</i> dicate status:  Entity is an <i>Active Non-Financial Foreign Entity.</i> Indicate qualifying criteria (see Exhibit A):
3.3	(a)	ne ent	The Inc	Entity is an Exempt Beneficial Owner. <sup>3</sup> dicate status:  Entity is an Active Non-Financial Foreign Entity. <sup>4</sup> Indicate qualifying criteria (see Exhibit A):  Entity is a Direct Reporting NFFE. <sup>5</sup> Please provide the Entity's GIIN.
3.3	(a) (b) (c)	ne ent	The Inc	Entity is an <i>Exempt Beneficial Owner.</i> dicate status:  Entity is an <i>Active Non-Financial Foreign Entity.</i> Indicate qualifying criteria (see Exhibit A):  Entity is a <i>Direct Reporting NFFE</i> .  Please provide the Entity's GIIN.  irect Reporting NFFE's GIIN:
3.3	(a) (b)	e ent	The Inc	Entity is an Exempt Beneficial Owner. <sup>3</sup> dicate status:  Entity is an Active Non-Financial Foreign Entity. <sup>4</sup> Indicate qualifying criteria (see Exhibit A):  Entity is a Direct Reporting NFFE. <sup>5</sup> Please provide the Entity's GIIN.  irect Reporting NFFE's GIIN:  Entity is a Sponsored Direct Reporting NFFE. <sup>6</sup> Please provide the Sponsoring Entity's name and GIIN.
3.3	(a) (b) (c)	e ent	The In The The S	Entity is an Exempt Beneficial Owner.³  dicate status:  Entity is an Active Non-Financial Foreign Entity.⁴ Indicate qualifying criteria (see Exhibit A):  Entity is a Direct Reporting NFFE. ⁵ Please provide the Entity's GIIN.  irect Reporting NFFE's GIIN:  Entity is a Sponsored Direct Reporting NFFE. ⁶ Please provide the Sponsoring Entity's name and GIIN.  consoring Entity's Name:
3.3	(a) (b) (c)	ane ent	The Inc	Entity is an Exempt Beneficial Owner.³  dicate status:  Entity is an Active Non-Financial Foreign Entity.⁴ Indicate qualifying criteria (see Exhibit A):  Entity is a Direct Reporting NFFE. ⁵ Please provide the Entity's GIIN.  irect Reporting NFFE's GIIN:  Entity is a Sponsored Direct Reporting NFFE. ⁶ Please provide the Sponsoring Entity's name and GIIN.  consoring Entity's Name:  consoring Entity's GIIN:
3.3	(a) (b) (c)	and entremental en	The Inc	Entity is an Exempt Beneficial Owner.³  dicate status:  Entity is an Active Non-Financial Foreign Entity.⁴ Indicate qualifying criteria (see Exhibit A):  Entity is a Direct Reporting NFFE. ⁵ Please provide the Entity's GIIN.  irect Reporting NFFE's GIIN:  Entity is a Sponsored Direct Reporting NFFE. ⁶ Please provide the Sponsoring Entity's name and GIIN.  consoring Entity's Name:

<sup>&</sup>lt;sup>3</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

See definition of Active Non-Financial Foreign Entity in Exhibit A

<sup>&</sup>lt;sup>5</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

<sup>&</sup>lt;sup>6</sup> See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5)

<sup>&</sup>lt;sup>7</sup> See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

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

a. 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.8

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

ο.	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)9:

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>&</sup>lt;sup>8</sup> See definition of *Substantial U.S. Owner(s)* in Exhibit A.

<sup>&</sup>lt;sup>9</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.

Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)

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		e entity is a Financial Institution <sup>10</sup> , please tick this box and specify the type of Financial Institution in (a), (b), or (c) $w^{11}$ :
	(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>12</sup> under CRS, proceed to 5.1 (c)).
	OR	
	(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

<sup>&</sup>lt;sup>10</sup> See definition of *Financial Institution* in Exhibit B.

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.

See definition of *Non-Participating Jurisdiction* in Exhibit B.

(c)		Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:
		(a) Investment Entity managed by another Financial Institution <sup>13</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.
		(b) 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 <u>legal person</u> 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>14</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 <i>Controlling Person(s)</i> in the table below.
		Full Name of any Controlling Person(s).
		Please see definition in Exhibit B. (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).
		(c) Other Investment Entity (other than i. or ii. above); OR
		(d) Other Financial Institution, including a Depository Institution, Custodial Institution, or Specified Insurance Company.
5.2	If th	ne 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. 15 Indicate qualifying criteria (see Exhibit B):

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.

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).

<sup>&</sup>lt;sup>15</sup> See definition of *Active Non-Financial Entity* in Exhibit B.

	this box ple	ease indic		name of the <i>Controlling Persor</i>	n(s). Please	refer t	o the def	inition of
Controlling Persor  Full Name of ar			-1					
, an ivaline of all	- · · · · ·							
Please complete person(s).	Part IV belo	w provid	ling furth	er details of any ultimate Co	ntrolling Pe	erson(s	) who are	natural
Entity Declaration and	Undertaki	ings						
knowledge and belief, accur Certification form within 30	rate and com days where or incomplet	plete. I/ any chang e. Wher	/We unde ge in circu re legally	at the information provided in rtake to advise the recipient pr imstances occurs, which causes obliged to do so, I/we hereby	romptly and sany of the	l provid	de an upda nation con	ated Self- Itained in
I/we acknowledge that it is a	an offence to	make a se	elf-certifi	cation that is false in a material	particular.			
Authorised Signature:				Authorised Signature:				
Position/Title:				Position/Title:				
Date (dd/mm/yyyy):	/	/		Date (dd/mm/yyyy):		/	/	

 $<sup>^{\</sup>rm 16}$   $\,$  Please see the definition of Passive Non-Financial Entity in Exhibit B.

# **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>17</sup> (dd/mm/yyyy) Place of birth<sup>18</sup> 6.5 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

The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction

<sup>18</sup> The Controlling Person's place of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

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

tunctional 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; 19 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

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

	Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)
1			
2			
3			

The Controlling Person's TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

# 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 – <i>control by ownership</i>			
b.	Controlling Person of a legal person – control by other means			
c.	Controlling Person of a legal person – <i>senior managing official</i>			
d.	Controlling Person of a trust – <i>settlor</i>			
e.	Controlling Person of a trust – <i>trustee</i>			
f.	Controlling Person of a trust – <i>protector</i>			
g.	Controlling Person of a trust – <i>beneficiary</i>			
h.	Controlling Person of a trust – <i>other</i>			
i.	Controlling Person of a legal arrangement (non-trust) – settlor-equivalent			
j.	Controlling Person of a legal arrangement (non-trust) – <i>trustee-equivalent</i>			
k.	Controlling Person of a legal arrangement (non-trust) – <i>protector-equivalent</i>			
I.	Controlling Person of a legal arrangement (non-trust) – <b>beneficiary-</b> <b>equivalent</b>			
m.	Controlling Person of a legal arrangement (non-trust) – <i>other-equivalent</i>			

# **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):	/	/				
<b>Note</b> : If you are not the Cont please indicate the capacity i of attorney or other equivalen the power of attorney or wri	n which you ar t written autho	re signing the for risation, on behalf	rm on behalf of the C	Controlling Person	on. If signing unde	er a power
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, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this 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 of commerce, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
  - ii) It is exempt from income tax in its country 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 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
- v) 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>20</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>21</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 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

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.

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%).

(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;
- (I) 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
  - 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, custodian, 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;
- 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:
  - 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 trustees(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>22</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>23</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:
    - 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 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.

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.

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 of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations, 2017 which implement the FATF Recommendations in the Cayman Islands.

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.

Annex 2

### Know Your Customer (KYC) Requirements – List of Documentation

Subscriber Category	Requirements
Individuals	Valid and unexpired Passport with photograph, name, date of birth, nationality and bearer's signature (and name change document if applicable)
	2. Residential address proof - copy of utility bill or bank statement. Must be less than three months old and display full name. P.O. Box mailing addresses and office mailing addresses are not acceptable
	Information on occupation and source of wealth for investment as per application form
	4. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form
Listed Companies/ Regulated Institutions	Certificate of incorporation or equivalent (and certificate on change of name if applicable)
	2. Details of the registered office and place of business
	3. Evidence of listing on recognised stock exchange / regulated in an approved country (e.g. extract from Bloomberg / Reuters / Stock Exchange / Regulator website)
	4. List of directors and their identity documents (certified true copy passport and address verification) maybe requested
	5. Confirmation that the investment is made for the company's own account and not on behalf of any other party and the source of funds for investment (a statement on the subscription form or a signed letter will satisfy this requirement)
	6. Signed board resolution authorising the investment and conferring authority on those giving instructions
	7. Authorised signature list with specimen signatures
	8. Source of funds for investment (a statement on the subscription form or a signed letter will satisfy this requirement) and the latest available financial statement where appropriate
	9. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

## Other Pooled Investment Vehicles

### (Pension Fund, Hedge Fund, Private Equity Fund, Fund of Fund, Venture Capital Funds)

- 1. Evidence of formation/incorporation (e.g. certificate of incorporation or equivalent, extract from regulators website or other appropriate documentation)
- 2. Memorandum and articles of association
- 3. Extract from commercial register
- 4. Prospectus (offering document) or equivalent
- 5. Written confirmation that underlying investors have been identified and anti-money laundering ("AML") checks have been carried out on the underlying investors in the Pooled Investment Vehicle. (Please request a standard AML letter template from the Administrator for this purpose.)
- Signed board resolution/confirmation authorising the investment and conferring authority on those giving instructions
- 7. Authorised signature list with specimen signatures
- 8. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

## Private Companies

### (Personal Investment Companies, Unquoted Companies)

- 1. Certificate of incorporation or equivalent (and certificate on change of name if applicable)
- 2. Memorandum and articles of association
- 3. Register of directors
- 4. Register of members
- 5. Signed board resolution authorising the investment and conferring authority on those giving instructions
- 6. Authorised Signatory List with specimen signatures
- 7. Company search (e.g. search of file at company registry) or any other government source showing live status of the company (if applicable), or Certificate of Good Standing/Certificate of Incumbency
- 8. Documents as requested under "Individuals" for Passport and address proof only for the following Individuals:
  - Each principal beneficial owner (any person holding ten per cent (10%) or more interests or with principal control over the company's assets)
  - All directors as per registry of director
  - All authorised signatories
- Confirmation that the investment is made for the company's own account and not on behalf of any other party and the source of funds for investment (a statement on the subscription form or a signed letter will satisfy this requirement)

 Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

Note: Where the company has an ownership structure which is made up of several layers, please follow the chain of ownership to provide documents for each layer of ownership until the ultimate individuals are identified.

Note: If the Private Company or its parent that is regulated/listed on a Recognised Stock Exchange, follow the requirements for "Listed Companies / Regulated Institutions".

# Partnerships & Unincorporated Businesses

- Identification evidence for the general partners ("GP") and all other partners who are empowered to give instructions (at least two partners / controllers and/or authorised signatories). If the partner is an entity, documentation requirements are in line with relevant category of entity; or if the partner is an individual, please follow the requirements for "Individuals" " i.e. official photo ID and residential address proof
- 2. Business registration certificate or equivalent (i.e. formation) (and name change document if applicable)
- 3. Executed partnership agreement / deed
- 4. Mandate/deed/resolution from the partnership authorising the opening of an account or undertaking the transaction and conferring authority on those who will undertake transactions
- 5. Evidence of the detailed address of the partnership (PO Box mailing address is not acceptable)
- 6. For limited partnerships obtain written confirmation that an anti-money laundering ("AML") investor / beneficiary identification verification has been performed on the limited partners in the limited partnership. (Please request a standard letter template from the Administrator for this purpose.)
- 7. Authorised signature list with specimen signatures
- 8. Latest report and accounts (audited where applicable)
- 9. Names of all partners

Not applicable if

- (i) the partnership is a Pooled Investment Vehicles ("PV") and the GP fulfills the requirements under "Nominee Accounts" below e.g. undertaking letter from and due diligence performed on the GP, or
- (ii) the GP is an entity, where (1) GP itself is regulated directly, or (2) GP itself is unregulated but its parent is regulated.

For other unregulated GP that is an entity or if the GP is an individual, names of all partners are still required.

10. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire

transfer is remitted from the bank account as stated on this subscription form.

Note: Where the partnership has an ownership structure which is made up of several layers (e.g. if the general partners is also another limited partnership), please follow the chain of ownership to provide documents for each layer of ownership until the ultimate individuals are identified.

#### **Trusts**

### **Regulated Trustee**

- 1. Extract of authorisation from the relevant regulator
- Written confirmation that the trustee has undertaken identity and anti-money laundering checks on settlors and main beneficiaries. (Please request a standard letter template from the Administrator for this purpose.)
- 3. Trust deed
- 4. Signed trustee resolution authorising the investment and conferring authority on those giving instructions
- 5. Authorised signature list with specimen signatures
- 6. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

### **Unregulated Trustee**

- 1. Trust Deed
- Identification evidence of all trustees, settlors, beneficial owners and authorised signatories, in line with all of the requirements for a "Company" (or listed/regulated entity if applicable) or "Individual" i.e. official photo ID and residential address proof (PO box is not acceptable)
- 3. Signed trustee resolution authorising the investment and conferring authority on those giving instructions
- 4. Authorised signature list with specimen signatures
- General nature of the trust (e.g. family trust, pension trust, charitable trust etc) and confirmation on the source of funds for investment (a statement on the subscription form or a signed letter will satisfy this requirement)
- Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

### Nominee Accounts

Regulated third party or unregulated third party with regulated parent company

Applicable for omnibus account only

### (Private Bank, Investment Adviser or Nominee Company)

- 1. Certificate of incorporation, or equivalent (certificates on change of name if applicable)
- 2. Memorandum and articles of association
- 3. Extract of authorisation from the relevant regulator
- 4. Authorised signature list with specimen signatures
- Written confirmation that underlying investors have been identified and anti-money laundering ("AML") checks have been carried out on the underlying investors. (Please request a standard AML letter template from the Administrator for this purpose.)
- 6. Where applicable, proof of ownership structure showing the parent/subsidiary relationship between the unregulated third party and regulated parent company
- 7. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

Note: "Omnibus accounts", which may also be called "nominee" or house accounts, are used when an intermediary subscribes on behalf of its customers (i.e. the investors). In such cases, the investments are usually acquired in the name of the intermediary, but there may be cases where the intermediary establishes an account that specifies subaccounts on behalf of the investors. In these cases, please follow the requirement for "Regulated third party – named underlying investor(s)"

### Regulated third party

### Applicable for named underlying investor(s)

- Identification documentation of the named underlying investor(s) in line with all of the requirements for the applicable investor category, or
  - Written confirmation that the third party has undertaken identity and anti-money laundering checks (Please request a standard letter template from the Administrator for this purpose), and
  - Extract of authorisation from the relevant regulator
- 2. Authorised signature list with specimen signatures
- 3. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

### **Unregulated third party**

1. List of all named underlying investors

- Identification documentation for all named underlying investors in line with the requirements of the applicable investor category, or
  - Written confirmation that the third party has undertaken identity and anti-money laundering checks (Please request a standard letter template from the Administrator for this purpose.)
- 3. Details of registered office and place of business
- 4. Authorised signature list with specimen signatures
- 5. Identification documentation of the third party in line with all of the requirements for the applicable investor category
- Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

### Regulated or unregulated third party

(Subscription on behalf of underlying investor or proposes to operate an omnibus account)

- 1. List of all named underlying investors
- 2. Identification documentation for all named underlying investors in line with the requirements of the applicable investor category
- 3. Details of registered office and place of business
- 4. Authorised signature list with specimen signatures

### Or otherwise provide the documentation listed below:

- List of all named underlying investors
- Identification documentation of the third party in line with all of the requirements for the applicable investor category
- Written confirmation that the third party has undertaken identity and anti-money laundering checks (Please request a standard letter template from the Administrator for this purpose)
- Authorised signature list with specimen signatures
- Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

# Private Foundation (private endowment or foundation that is not a

- 1. Full name, occupation, business and/or residential address and, where applicable, telephone and facsimile numbers of the founder of the foundation
- 2. The identity of the founder independently verified as per requirements for individuals (certified passport copy and address verification)

## charitable foundation)

- 3. Full name and address of the beneficiaries with a vested interest in the foundation's assets, and where individuals, their identity documents (certified true passport copy and address verification for individuals)
- 4. Certified true copy of the certificate of incorporation or similar document (e.g. excerpt Chamber of Commerce)
- 5. A list of directors' names and their identity documents (certified true passport and address verification)
- 6. List of authorised signatories (including sample signatures)
- 7. Address verification, if not contained in the Foundation documents
- 8.Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form

### Not-for-Profit / Charitable Entities & Foundations

- 1. Formation documents, including objectives of the Charitable entity, which should contain confirmation of the registered address, otherwise verification of the registered address should be provided from another source.
- 2. List of authorised signatories (including sample signatures)
- 3. Identity documents (certified passport and address verification) of the authorised signatories who signed the subscription documents
- 4. List of the principles/trustees/officers; their identity documents (certified passport and address verification) maybe requested
- 6. Payment record (e.g. Wire transfer confirmation/acknowledgement/ SWIFT copy) showing wire transfer is remitted from the bank account as stated on this subscription form
- In accordance with the anti-money laundering obligations applicable to the Fund, requests for transfer or payment of redemption proceeds will not be effected until receipt of all outstanding identification documents and information pertaining to anti-money laundering obligations. None of the Fund, the Manager, the Administrator or their agents or affiliates accepts any responsibility for any loss caused as a result of any such delay or refusal to process transfer requests or effect payment of redemption proceeds (as the case may be) and claims for payment of interest due to such delays will not be accepted.

### GENERAL INSTRUCTIONS

- Approved country refers to the Cayman Islands and members of FATF (www.fatf-gafi.org)
- Passport copy must show legible photo ID, legible signature, number and country of issuance, issue and expiry dates, full name, date and place of birth, nationality
- Proof of permanent address is usually provided by way of a bank reference

letter, a bank statement or an original/\*certified copy of a recent utility bill issued not more than 3 months prior to the date on which such document is provided

- If the correspondence address is different from the registered address, a proof of address is required to confirm the validity of the correspondence address
- Where documents are not in English, a notarised translation is required.
- The Fund, the Manager and/or the Administrator may require detailed verification of an applicant's identity and the source of the payment of application monies. The Fund, the Manager and/or the Administrator reserve the right to request such information as is necessary to verify the identity of an applicant and the source of the payment.
- If the Subscription Form is sent by email or facsimile, the applicant must also send the original signed Subscription Form to the Administrator. Neither the Administrator, the Manager nor their respective duly appointed agents or delegates will be responsible to an applicant for any loss resulting from the nonreceipt or illegibility of any Subscription Form sent by email or facsimile or for any loss caused in respect of any action taken as a consequence of such email or facsimile believed in good faith to have originated from properly authorised persons.

### 2. FURTHER NOTES

In the case of joint applicants, all must sign and supply names and addresses in accordance with the registration details above. Please note that only the first-named holder's address will be used for registration. A corporation should sign under the hand of a duly authorised official who should state his representative capacity. If this form is signed under a power of attorney, such power or a duly certified copy thereof must accompany this form.

All individual investors have the right of access to, and to update, all their records (whether held on computer files or manually) held by the Administrator. A copy of such record will be provided to an investor who requests it, upon the payment of a modest administration charge to cover the costs of complying with such request. Requests should be made in writing to the Administrator at the address set out above.

Where the applicant is a financial institution, broker or other person applying to acquire Shares on behalf of its individual client(s) the applicant represents and warrants that it has full power and authority on behalf of the individual investor to subscribe for Shares and to execute any necessary subscription documentation, including this Subscription Form and, in particular but without limitation to the aforesaid, to make the representations above on behalf of such individual investor as to the agreement of such individual investor regarding the use of personal data.

Where this Agreement is sent by fax, you must also send the original signed application to the address specified above. Neither the Administrator, and the Manager nor their duly appointed agents will be responsible to an applicant for any loss resulting from the non-receipt or illegibility of any application sent by fax or for any loss arising as a result of action taken on facsimile application believed in good faith to have originated from duly authorised person.

- As part of the Administrator's, and the Funds responsibility to comply with applicable anti-money laundering regulations, detailed verification of an investors source of the payment of application monies is required. As such, we require either a screen print of the outgoing payment, detailing the ordering customer information where the funds are being transferred from. Alternatively, a bank confirmation letter or a copy of the outgoing swift message that clearly shows field 50 (ordering customer details) of the SWIFT Message (MT 103). It is very important to determine the remitting bank account name matches the name of the registered shareholder and that the incoming funds are not being transferred from a third party.
- All individual investors have the right of access to, and to update, all their records (whether held on computer files or manually) held by or on behalf of the Administrator. A copy of such record will be provided to an investor who requests it, upon the payment of a modest administration charge to cover the costs of complying with such request. Requests should be made in writing to the Administrator at the address set out in the Private Placement Memorandum.
- Where the applicant is a financial institution, broker or other person applying to acquire Shares on behalf of its individual client(s) the applicant represents and warrants that it has full power and authority on behalf of the individual investor to subscribe for Shares and to execute any necessary subscription documentation, including this Subscription Form and, in particular but without limitation to the aforesaid, to make the representations above on behalf of such individual investor as to the agreement of such individual investor regarding the use of personal data. The Applicant also represents and warrants that it has made due diligence enquiries to make sure that the individual investor is not involved in money laundering or terrorist activities ("know your customer rules").

### **CERTIFICATION REQUIREMENTS**

A certifier must be a suitable person, such as for instance a lawyer, accountant, director, or manager of a regulated entity/ FSP, a notary public, a member of the judiciary, doctor, policeman or policewoman or a senior civil servant. (this list is non-exhaustive)

Such persons are expected to adhere to ethical and/ or professional standards and exercise his or her profession or vocation in a jurisdiction that has an effective AML/CFT regime.

The certifier should sign the copy document (printing his/her name clearly underneath) and clearly indicate his/her position or capacity on it together with a contact address and phone number.

The certifier must indicate on an identity document copy that "the document is a true copy of the original and that the photo is a true likeness of the individual". For other document copies it is sufficient to state: "the document is a true copy of the original".

### Annex 3

### **PRIVACY NOTICE**

### 1. PURPOSE OF THIS DOCUMENT

- 1.1 This notice (the "**Privacy Notice"**) applies to information Affluence Diversified Strategic Fund or any of its subsidiaries (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 Law (as amended from time to time) (the "Law") as well as the EU General Data Protection Regulation (EU) 2016/679.
- 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, 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 depersonalised 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 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:
  - (a) personal details (e.g. name, previous names, gender, date and place of birth, occupation and/or source of wealth);
  - (b) 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.);
  - (c) contact details (e.g. address, email address, position in company, landline and mobile numbers);
  - (d) 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;
  - (e) 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;
  - (f) complaints or disputes you may have had with us and details of the underlying transaction (where applicable);
  - (g) 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.);
  - (h) sales and marketing information (e.g. offers you have received from us and how you reacted to them);
  - (i) records of correspondence and other communications between you and your representatives and the Fund, including email, telephone calls, letters and the like;
  - 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);
  - (k) information from third party providers who assist us to combat fraud, money laundering and other crimes; and

- (I) 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 Law allows us to. Most commonly, we will use your personal information in the following circumstances:
  - (a) Where we need to perform the contract we have entered into with you.
  - (b) Where we need to comply with a legal or regulatory obligation.
  - (c) 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.
  - (d) Where we need to protect your interests (or someone else's interests).
  - (e) 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:
  - (a) to carry out your instructions as an investor in the Fund (contractual performance, legitimate interests);
  - (b) to make offers and promotions to you (legitimate interests);
  - (c) to pay out dividends or make other payments to you (contractual performance, legal obligation);
  - (d) to communicate with you regarding your investments and relationship with the Fund including inviting you to attend the meetings (contractual performance, legitimate interests);
  - (e) 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);
  - (f) to protect our legal rights and complying with our legal obligations, including combatting financial crime (legal compliance, public interest);
  - (g) to conduct market research (legitimate interest);
  - (h) to conduct risk management (legitimate interest, public interest, legal obligation); and
  - (i) 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:
  - (a) 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);
  - (b) deducting tax and social security contributions (legal obligation);
  - (c) determining the terms on which you are appointed and about your continued engagement (legitimate interests); and
  - (d) 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:
  - (a) it is necessary to comply with our contractual obligations or with your instructions;
  - (b) we have a public or legal duty to do so (e.g. to assist with detecting and preventing fraud, money laundering, tax evasion and financial crime or compliance with a court order);
  - (c) we are obligated to in connection with regulatory reporting, litigation or asserting or defending legal rights and interests;
  - (d) the Fund has a legitimate business reason for doing so (e.g. 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); and
  - (e) 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):
  - (a) fund administrators, anti-money laundering officers;
  - (b) fund managers, brokers, sponsors and market makers, registrars, listing agents;
  - (c) any trustees, beneficiaries, administrators or executors;
  - (d) people who give guarantees or other security for any amounts you owe us;
  - (e) banks you instruct us to make payments to and receive payments from;
  - (f) third parties who manage the investments on our behalf, including investment managers, letting agents, stockbrokers;

- (g) 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;
- (h) 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;
- (i) 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;
- (j) other parties involved in any disputes, including disputed transactions;
- (k) fraud prevention agencies who'll also use personal data to detect and prevent fraud and other financial crime and to verify your identity;
- (I) anyone who provides instructions to us on your behalf (e.g. under a power of attorney, solicitors, intermediaries, investment managers etc.);
- (m) anybody else that you instructed us to share your information with by you; and
- (n) 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.
- 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:
  - (a) we need to carry out our contract with you;
  - (b) we have to fulfil a legal obligation;
  - (c) we need to protect the public interest; and / or
  - (d) 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:
  - (a) the right to access information we hold about you and to obtain information about how we process it;
  - (b) 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.
  - (c) 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;
  - (d) the right to request that we rectify information we hold about you if it is inaccurate or incomplete;
  - (e) 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;
  - (f) 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: <a href="mailto:ombudsman.ky">ombudsman.ky</a>

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 fund contact or:

Write to: Unit 2202, 22/F, Causeway Bay Plaza I, 489 Hennessy Road, Causeway Bay, Hong Kong /

FAO: Data Protection Officer

Telephone: +852 37560184

Email: DPO@affdsf.com