



# Application Form

## PINNACLE INVESTMENT MANAGEMENT FUNDS

This form (the **Application Form**) is to be used exclusively for subscription in Shares in a sub-fund of the ICAV (the **Fund(s)**). Unless otherwise defined or inconsistent with the context herein, capitalised terms used in this Application Form are as used and have the same meanings as are applicable in the most up to date prospectus of the ICAV, supplement of the relevant Fund and any addenda thereto (collectively for the purposes of this Application Form, the **Prospectus**). This Application Form together with the supporting documentation as required in connection with anti-money laundering (**AML**) procedures (**AML Documentation**) and trade instruction constitute the Applicant's agreement to subscribe for and enter into one or more transactions for the subscription, exchange or redemption of Shares of the Funds of the Class(es) referred to in the trade instruction (**Shares**) in accordance with the terms of the Prospectus.

Applicants (the "Applicants") should read the ICAV's Prospectus (the "Prospectus"), relevant Supplement and the relevant Key Investor Information Document (each, a "KIID") or PRIIPs Key Investor Document (each, a "PRIIPs KID") before completing this Application Form. This Application Form is the property of the ICAV and may not be tampered with or amended without the consent of the ICAV. Any such tampering or amendment may render the Application Form void.

### INSTRUCTION FOR APPLICANTS

#### PART 1 – APPLICATION FORM

1. All Applicants wishing to subscribe for Shares must first complete **sections 1 to 12** of this Application Form. To be valid, the Application Form must be signed by the Applicant.
2. Sign and date where indicated.
  - If there is more than one Applicant, each Applicant must sign.
  - If the application is on behalf of a company or other entity, it must be signed by an authorised signatory of the company or entity and a copy of the authorised signatory list must be furnished in support of the signature.

- If the Application Form is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.
  - When applying for a restricted/discounted share class, **section 3a must be completed.**
3. Email the completed Application Form
- Email to [taregistration.eb@statestreet.com](mailto:taregistration.eb@statestreet.com)
  - Copy email to [emea@pinnacleinvestment.com](mailto:emea@pinnacleinvestment.com)

## **PART 2 – TRADE INSTRUCTION**

1. A signed Trade Instruction must be faxed to the administrator, State Street, at the address below.

## **PART 3 – AML DOCUMENTATION**

1. The required AML Documentation must be sent to the administrator, State Street.

PINNACLE ICAV  
c/o State Street Fund Services Ireland Ltd  
Transfer Agency Department  
78 Sir John Rogerson's Quay  
Dublin 2, Ireland  
Tel: + 353 1 2425583  
Fax: +353 1 5625538  
Email: Queries only: [PinnacleICAV\\_TA@statestreet.com](mailto:PinnacleICAV_TA@statestreet.com)

If the Application Form is not fully completed to the satisfaction of the Administrator, the application may not be accepted. The Administrator acting on behalf of the ICAV reserves the right to reject an application in whole or in part. If applying for a reduced fee Share Class, then the applicable section on page 6 must be completed. Amendments to the Applicant's application details and payment instructions will only be effected on receipt of an original instruction which has been duly authorised.

**Please note that the original fully completed Application Form and AML Documentation must be returned to the Administrator at the above email address. Failure to provide the original Application Form along with the documentation required for AML purposes may result in the deduction of tax due to the Irish Finance Act requirements and/or a delay in the acceptance and/or payment of a transfer/redemption request.**

The Administrator on behalf of the ICAV will advise each Applicant of its acceptance of any offer to subscribe for Shares of the Fund, but the ICAV reserves the right to reject any offer at any time prior to the ICAV's acceptance of the offer if for any reason the ICAV determines not to issue Shares. The Administrator is required to receive full AML Documentation prior to returning any monies.

Subsequent subscriptions and/or redemptions requests and/or requests to exchange Shares from one Share Class to another Share Class will require an additional Trade Instruction to be completed and returned to the Administrator.

## 1. REGISTRATION DETAILS

Applicant  
Shareholder Name

Account Designation  
(not applicable to  
individual applicants)

Registered Address  
(C/O and PO Boxes  
will not be accepted)

Contact Name

Telephone

Email

Facsimile

Date of Birth/  
Incorporation

Nationality/Domicile

Tax ID Number

Country of Tax  
Residence

### JOINT APPLICANT(S)

Details of up to 3 additional holders may be added to the application. Please complete details in block capitals below.

### FIRST ADDITIONAL APPLICANT DETAILS

Registered Name

Occupation (if  
individual or joint  
account) or Nature  
of purpose of entity  
(if entity)

Source of funds for  
initial investment  
(please tick multiple  
boxes if appropriate)

Inheritance

Gift

Sale of Business

Salary

Pension

Investment Income

Sale of assets (please  
specify)

Lottery

Other (please specify)

*Further supporting documentation may be requested if deemed necessary to verify the above information.*

Source of wealth, i.e. aggregation of accumulated wealth (please tick multiple boxes if appropriate)

Inheritance

Gift

Sale of Business

Salary

Pension

Investment Income

Sale of assets (please specify)

Lottery

Other (please specify)

*Further supporting documentation may be requested if deemed necessary to verify the above information.*

Registered Address  
PO or C/O will not be accepted

Contact Name

Contact Details

Telephone

Facsimile

Email

## SECOND ADDITIONAL APPLICANT DETAILS

Registered Name

Occupation (if individual or joint account) or Nature of purpose of entity (if entity)

Source of funds for initial investment (please tick multiple boxes if appropriate)

Inheritance

Gift

Sale of Business

Salary

Pension

Investment Income

Sale of assets (please specify)

Lottery

Other (please specify)

*Further supporting documentation may be requested if deemed necessary to verify the above information.*

Source of wealth, i.e. aggregation of accumulated wealth (please tick multiple boxes if appropriate)

Inheritance

Gift

Sale of Business

Salary

Pension

Investment Income

Sale of assets (please specify)

Lottery

Other (please specify)

*Further supporting documentation may be requested if deemed necessary to verify the above information.*

Registered Address  
PO or C/O will not be  
accepted

Contact Name

Contact Details

Telephone

Facsimile

Email

### THIRD ADDITIONAL APPLICANT DETAILS

Registered Name

Occupation (if  
individual or joint  
account) or Nature  
of purpose of entity  
(if entity)

Source of funds for  
initial investment  
(please tick multiple  
boxes if appropriate)

Inheritance

Gift

Sale of Business

Salary

Pension

Investment Income

Sale of assets (please  
specify)

Lottery

Other (please specify)

*Further supporting documentation may be requested if deemed necessary to verify the above information.*

Source of wealth,  
i.e. aggregation of  
accumulated wealth  
(please tick multiple  
boxes if appropriate)

Inheritance

Gift

Sale of Business

Salary

Pension

Investment Income

Sale of assets (please  
specify)

Lottery

Other (please specify)

*Further supporting documentation may be requested if deemed necessary to verify the above information.*

Registered Address  
PO or C/O will not be  
accepted

Contact Name

Contact Details	Telephone	<input type="text"/>	Facsimile	<input type="text"/>
	Email	<input type="text"/>		

**\*\* Correspondence will only be sent to the first named applicant/correspondence address. Additional applicants will be required to provide confirmation of residential address details for anti-money laundering verification purposes.**

## 2. ACCOUNT INFORMATION CONTACT DETAILS

(please list all email addresses that should receive account information)

Firm Name	<input type="text"/>		
Address	<input type="text"/>		
Contact Name	<input type="text"/>	Facsimile	<input type="text"/>
Email	<input type="text"/>	Telephone	<input type="text"/>

## 3. INTERMEDIARY DETAILS

(If applicable – Intermediary Details refers to the underlying investment management firm/wealth firm/discretionary portfolio management firm/private bank/family office/financial advisory firm/institution/consultant that has decided to invest in the fund)

Intermediary Name	<input type="text"/>		
Address	<input type="text"/>		
Contact Name	<input type="text"/>	Facsimile	<input type="text"/>
Email	<input type="text"/>	Telephone	<input type="text"/>

## 3A. RESTRICTED/DISCOUNTED SHARE CLASSES

(please complete this section if investing in a restricted or discounted share class)

Please provide the name of the party to whom that the Global Distributor, Pinnacle Investment Management Limited, has granted access to the restricted/discounted Share Class. **Failure to complete this section may result in a delay in account set up and trading.**

If you are an intermediary, please identify your counterparty that has agreed access with the Global Distributor.

Investment has been agreed with the Global Distributor, Pinnacle Investment Management Limited

Name of Party

Address

Contact Name  Facsimile

Email  Telephone

Name of Pinnacle Representative:

Please identify the Fund and Share Classes that you are requesting access to below:

ISIN	Fund Name	Share class name

#### 4. INVESTOR TYPE

Applicant must mark one box below:

- |                                                         |                                                            |                                        |
|---------------------------------------------------------|------------------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Foundation                        | <input type="checkbox"/> Joint Account |
| <input type="checkbox"/> Fund                           | <input type="checkbox"/> Designated Body                   | <input type="checkbox"/> Pension Plan  |
| <input type="checkbox"/> Nominee                        | <input type="checkbox"/> School / College / University     | <input type="checkbox"/> Corporation   |
| <input type="checkbox"/> Public Body                    | <input type="checkbox"/> Trust                             | <input type="checkbox"/> Charity       |
| <input type="checkbox"/> Partnership                    | <input type="checkbox"/> Limited Liability Company ("LLC") |                                        |
| <input type="checkbox"/> Other – please provide details |                                                            |                                        |

## 5. SUBSCRIPTION BANK DETAILS

for Settlement of Payment in respect of Subscriptions of Shares

All payments must be made by Electronic Fund Transfer ("EFT") for settlement on the Settlement Date. Settlement must be made in the denominated currency of the Share Class of the Fund into which you are investing.

Currency	<b>US DOLLAR</b>
Beneficiary Bank Name	Bank of America N.A.
Beneficiary Bank BIC	BOFAUS3N
ABA	26009593
CHIPS	0959
A/C Name	Pinnacle ICAV
A/C Number	6550 1-63153
Currency	USD
Reference	Name of Fund – Applicant

Currency	<b>EURO</b>
Beneficiary Bank Name	Bank of America, N.A. London
Beneficiary Bank BIC	BOFAGB22
Branch	6008
A/C Name	Pinnacle ICAV
A/C Number	84281022
IBAN	GB82 BOFA 1650 5084 2810 22
Currency	EUR
Reference	Name of Fund – Applicant

Currency	<b>SWISS FRANC</b>
Beneficiary Bank Name	Bank of America, N.A. London
Beneficiary Bank BIC	BOFAGB22
Branch	6008
A/C Name	Pinnacle ICAV
A/C Number	84281014
IBAN	GB07 BOFA 1650 5084 2810 14
Currency	CHF
Reference	Name of Fund – Applicant

Currency	<b>STERLING</b>
Beneficiary Bank Name	Bank of America, N.A. London
Beneficiary Bank BIC	BOFAGB22
Branch	6008
A/C Name	Pinnacle ICAV
A/C Number	84281030
IBAN	GB60 BOFA 1650 5084 2810 30
Currency	GBP
Reference	Name of Fund – Applicant

Currency	<b>AUSTRALIAN DOLLAR</b>
Beneficiary Bank Name	Bank of America, N.A. Sydney
Beneficiary Bank BIC	BOFAAUSX
Branch	5201
A/C Name	Pinnacle ICAV
A/C Number	18814010
Currency	AUD
Reference	Name of Fund – Applicant

Currency	<b>NORWEGIAN KRONE</b>
Beneficiary Bank Name	Skandinaviska Enskilda Banken, Norway
Beneficiary Bank BIC	ESSENOKX
Branch	26009593
A/C Name	BofA re: Pinnacle ICAV
A/C Number	97501113380
IBAN	NO4997501113380
Currency	NOK
Reference	Name of Fund – Applicant

Currency	<b>SWEDISH KRONA</b>
Beneficiary Bank Name	Svenska Handelsbanken, Sweden
Beneficiary Bank BIC	HANDSESS
Branch	6008
A/C Name	BofA re: Pinnacle ICAV
A/C Number	84281048
IBAN	GB59 BOFA 1650 5084 2810 48
Currency	SEK
Reference	Name of Fund – Applicant

Currency	<b>CANADIAN DOLLAR</b>
Beneficiary Bank Name	Bank of America, N.A. Canada
Beneficiary Bank BIC	BOFACATT
Branch	56792
A/C Name	Pinnacle ICAV
A/C Number	56639208
Currency	CAD
Reference	Name of Fund – Applicant

Currency	<b>NEW ZEALAND DOLLAR</b>
Beneficiary Bank Name	Bank of America, N.A. Sydney
Beneficiary Bank BIC	BOFAAUSX
Branch	5201
A/C Name	Pinnacle ICAV
A/C Number	18814028
Currency	NZD
Reference	Name of Fund – Applicant

Currency	<b>JAPANESE YEN</b>
Beneficiary Bank Name	Bank of America NA - Tokyo branch
Beneficiary Bank BIC	BOFAJPJX
A/C Name	Pinnacle ICAV
A/C Number	25368013
Currency	JPY
Reference	Name of Fund – Applicant

## 6. REDEMPTION BANK DETAILS

Applicable for Settlement of Payment in respect of Redemptions of Shares and Distributions Only

The following bank details are required in connection with the receipt/payment of subscriptions/redemptions/distributions by EFT from/to your designated bank account(s). Please designate only one bank account for the currency. Settlement for Shares by a third party on behalf of an Applicant will not be accepted and under no circumstances will the redemption/distribution proceeds be paid to any party other than the Applicant. Redemption/distribution proceeds will only be paid in the denominated currency of the relevant Share Class of the Fund. Amendments to the Applicant's payment instructions will only be effected upon receipt of an original instruction executed by an authorised signatory of the Applicant. **Redemptions will not be processed on non-cleared/verified accounts.**

Account Name	<input type="text"/>		
Name of Bank/ Building Society	<input type="text"/>		
Bank/Building Society Address	<input type="text"/>		
Account Number	<input type="text"/>	Sort Code/SWIFT	<input type="text"/>

IBAN	<input type="text"/>	
Clearing Bank Name	<input type="text"/>	
Clearing Bank Address	<input type="text"/>	
IBAN	<input type="text"/>	
For Further Credit to (if applicable)	<input type="text"/>	
Payment Type (please select)	<input type="checkbox"/> MT202 / <input type="checkbox"/> MT103	
Currency	<input type="text"/>	Reference <input type="text"/>

**6A. ELECTRONIC TRADING INFORMATION**

If orders will be placed using SWIFT (or an intermediary that connects to State Street via SWIFT), please provide the SWIFT identifier from which orders will be sent for the relevant account. All orders placed using SWIFT are subject to the BIC validation process and subsequent processing will be either delayed or rejected if the identifiers below are incorrect or not provided.

Business Identifier Code (BIC):	<input type="text"/>
Distinguished Name (DN) for ISO 20022 messages	<input type="text"/>

**7. AUTHORISED SIGNATORIES**

Please complete below or alternatively attach an original or certified copy of the Applicant's authorised signatory list.

Name in Print	<input type="text"/>	Signature	<input type="text"/>
Name in Print	<input type="text"/>	Signature	<input type="text"/>
Name in Print	<input type="text"/>	Signature	<input type="text"/>

Name in Print	<input type="text"/>	Signature	<input type="text"/>
Name in Print	<input type="text"/>	Signature	<input type="text"/>
Name in Print	<input type="text"/>	Signature	<input type="text"/>

An original or certified copy of the Applicant's authorised signatory list is included with this Application Form:

Yes  No

## 8. ANTI-MONEY LAUNDERING

**Ultimate Beneficial Owner Details** (Natural person(s) who ultimately benefits from the shares/units regardless of how they are registered)

Name	<input type="text"/>		
Residential Address	<input type="text"/>		
Date of Birth	<input type="text"/>	Occupation	<input type="text"/>
PEP*	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Name	<input type="text"/>		
Residential Address	<input type="text"/>		
Date of Birth	<input type="text"/>	Occupation	<input type="text"/>
PEP*	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

\* **PEP - Politically Exposed Person** - Is the Director/Trustee/Partner/Committee Member/Controller a senior government, political or military official, or an immediate family member or close associate of such a person? If yes, please provide an original signed letter confirming the individual's source of wealth (description of the economic activity which has generated the net worth) and attach to the subscription document.

Name

Residential Address

Date of Birth  Occupation

PEP\*  Yes  No

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Name

Residential Address

Date of Birth  Occupation

PEP\*  Yes  No

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Name

Residential Address

Date of Birth  Occupation

PEP\*  Yes  No

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**Details of all Directors/Trustees/Partners/Committee Members/Controllers as appropriate** (additional information may be set out in a separate document included with this Application Form if you do not have enough space below) – N.B this is not applicable to individual applicants.

Name

**\* PEP - Politically Exposed Person** - Is the Director/Trustee/Partner/Committee Member/Controller a senior government, political or military official, or an immediate family member or close associate of such a person? If yes, please provide an original signed letter confirming the individual's source of wealth (description of the economic activity which has generated the net worth) and attach to the subscription document.

Residential Address

Date of Birth  Occupation

PEP\*  Yes  No

---

Name

Residential Address

Date of Birth  Occupation

PEP\*  Yes  No

---

Name

Residential Address

Date of Birth  Occupation

PEP\*  Yes  No

---

Name

Residential Address

**\* PEP - Politically Exposed Person** - Is the Director/Trustee/Partner/Committee Member/Controller a senior government, political or military official, or an immediate family member or close associate of such a person? If yes, please provide an original signed letter confirming the individual's source of wealth (description of the economic activity which has generated the net worth) and attach to the subscription document.

Date of Birth  Occupation

PEP\*  Yes  No

Name

Residential Address

Date of Birth  Occupation

PEP\*  Yes  No

**\* PEP - Politically Exposed Person** - Is the Director/Trustee/Partner/Committee Member/Controller a senior government, political or military official, or an immediate family member or close associate of such a person? If yes, please provide an original signed letter confirming the individual's source of wealth (description of the economic activity which has generated the net worth) and attach to the subscription document.

A separate document setting out additional information in relation to the above is included with this Application Form:  Yes  No

Applicants resident outside Ireland are required by the Irish Revenue Commissioners to make the following declaration which is in a format authorised by them, in order to receive payment without deduction of tax. It is important to note that this declaration, if it is then still correct, shall apply in respect of any subsequent acquisitions of Shares. Terms used in this declaration are defined in the Prospectus.

**A Declaration on own Behalf**

I/We\* declare that I am/we\* are applying for Shares on my/our own behalf/on behalf of a company\* and that I am/we are/the company\* is entitled to the Shares in respect of which this declaration is made and that I am/we are/the company\* is not currently resident or ordinarily resident in Ireland and should I/we/the company\* become resident in Ireland I will/we will\* so inform you in writing accordingly.

**B Declaration as Intermediary**

I/We\* declare that I am/we\* are applying for Shares on behalf of persons who will be beneficially entitled to the Shares and who to the best of my/our\* knowledge and belief, are neither resident nor ordinarily resident in Ireland. I/We\* also declare that unless I/we\* specifically notify you to the contrary at the time of application, all applications for Shares made by me/us\* from the date of this Application Form will be made on behalf of such persons and I/we\* will inform you in writing if I/we\* become aware that any person, on whose behalf I/we\* hold Shares becomes resident or ordinarily resident in Ireland.

\* Delete as appropriate.

Name of Applicant	<input type="text"/>		
Registered Address of Applicant	<input type="text"/>		
Signature of Applicant or Authorised Signatory	<input type="text"/>	Capacity (if applicable)	<input type="text"/>
Print Name	<input type="text"/>	Date	<input type="text"/>
Authorised Signatory	<input type="text"/>	Capacity (if applicable)	<input type="text"/>
Print Name	<input type="text"/>	Date	<input type="text"/>

**Applicants who are Irish tax resident and who fall within one of the categories of exempt person detailed at section 739D(6) of the Taxes Consolidation Act 1997 should contact the Administrator for the alternative declarations available for them.**

**IMPORTANT NOTES FOR MAKING THIS DECLARATION AND SIGNING ABOVE**

Non-resident declarations are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration. To be valid, the Application Form (incorporating the declaration required by the Irish Revenue Commissioners) must be signed by the Applicant. Where there is more than one Applicant, each person must sign. If the Applicant is a company, it must be signed by company secretary or another authorised officer. If the Application Form (incorporating the declaration required by the Irish Revenue Commissioners) is signed under power of attorney, a copy of the power of attorney must be furnished in support of the declaration.

**9. RETURN OF VALUES (INVESTMENT UNDERTAKINGS) REGULATIONS 2013 (IRISH RESIDENT/ORDINARILY RESIDENT APPLICANTS)**

The ICAV must collect additional information in order to satisfy Return of Values (Investment Undertakings) Regulations 2013 (S.I. 245 of 2013). **Therefore any individual, company or any unincorporated body of persons which are an Irish resident (other than an exempt Irish resident in accordance with Section 739D(6) of the Taxes Consolidation Act 1997 (as amended) or a non-Irish resident that has provided the appropriate declaration of residence outside Ireland) or ordinarily Irish resident must provide the following additional information and documentation:**

Tax Identification Number (TIN) / PPS Number	<input type="text"/>
----------------------------------------------	----------------------

**Any one of the following additional documents are required to verify the tax identification number or PPS Number (either a copy or the original is sufficient)**

- Employment Detail Summary
- Revenue Statement of Liability
- Payslip (where employer is identified by name or tax number)
- Drug Payment Scheme Card
- European Health Insurance Card
- Tax Assessment
- Tax Return Form
- PAYE Notice of Tax Credits
- Child Benefit Award Letter /Book
- Pension Book

**In addition, any printed documentation issued by the Revenue Commissioners or by the Department of Social Protection which contain your name, address and tax reference number will also be acceptable. In the case of joint account holders, the additional documentation is required for each Applicant.**

*Your personal information will be handled by the Administrator or its duly appointed delegates as Data Processor for the ICAV in accordance with the Data Protection Acts 1988 to 2003, and with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016), including any amendments thereto ("Data Protection Legislation"). Your information provided herein will be processed for the purposes of complying with the Return of Values (Investment Undertakings) Regulations 2013 and this may include disclosure to the Irish Revenue Commissioners.*

## 10. DECLARATIONS

I/We, having received and considered, prior to completing this Application Form, a copy of the relevant Key Investor Information Document (each, a "KIID") or PRIIPs Key Investor Document (each, a "PRIIPs KID"), the current Prospectus, and the most recently published annual and/or semi-annual report of the ICAV (where applicable), hereby confirm and declare that this application is based solely on the information contained in such documentation and is made pursuant to the terms of this Application Form. I/We agree that we have received and considered in good time prior to the application for and proposed subscription of Shares any KIID and/or PRIIPs KID in issue for the relevant Share Class of the Fund. I/we understand the Minimum Initial Investment Amount, Minimum Additional Investment Amount and Minimum Shareholding applicable to the Class(es) of Shares for which I/we are subscribing and the fees and charges that may be applicable to the Shares as set out in the Prospectus.

I/We understand that the Prospectus and KIID/PRIIPs KID(s) may be provided by way of electronic means and that a paper copy will be provided free of charge on request. I/We understand that electronic means includes email delivery to the email address set out herein or as otherwise agreed with the Administrator from time to time and/or electronically making available such documentation or information on the website referred to in the Prospectus or such other website address as may be notified to the me/us from time to time. I/we agree that the Prospectus and relevant KIID/PRIIPs KID(s) may be provided by way of electronic means and I/we consent to receipt thereof by way of publication on the website referred to in the Prospectus or such other website address as may be notified to me/us from time to time. I/We acknowledge that updated versions of the Prospectus and KIID/PRIIPs KID (s) may be made available on the website and that a paper copy will be provided

free of charge on request. I/We acknowledge that the ICAV is required to provide the relevant KIID/PRIIPs KID (s) prior to each subsequent subscription for or exchange of Shares in the relevant Share Class and I/ we hereby agree that for each subsequent application for subscriptions and/or exchange of Shares in any class, the KIID/ PRIIPs KID (s) will be provided to me/us via electronic means unless a paper copy is requested.

I/We consent to any other ICAV, Fund and Shareholder documentation and information, including but not limited to, financial reports, circulars, notices, forms, and any Shareholder or other documentation relating to the ICAV, Fund or relevant Share Class to be sent by the ICAV or Administrator to be sent to the Applicant as a Shareholder by electronic means including but not limited to e-mail, swift or posting such documentation and information on a website notified to me/us by post or by e-mail or disclosed in the Prospectus. By providing an email address herein, any such document to be sent by email will be sent to the email address set out herein or otherwise notified to and agreed with the Administrator from time to time.

I/We understand that it is my/our obligation to notify the ICAV and/or Administrator in writing if the contact email address set out herein changes. I/We understand that I/we may revoke or restrict my/our consent to electronic delivery of such documentation and information by notifying the ICAV and Administrator in writing. **I/We note that e-mail messages may not be secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient.** I/We note that the Administrator makes no warranties in relation to these matters. I/We also note that the Administrator reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. I/We confirm that if I/we have any doubts about the authenticity of an e-mail purportedly sent by the ICAV, the Investment Manager or the Administrator, I/we will contact the purported sender immediately.

I/We hereby apply for Shares and to be entered on the register of Shareholders on the terms and conditions set out in the Instrument of Incorporation of the ICAV, this Application Form, the Prospectus and the Supplement, as may be amended from time to time. I/We agree to be bound by the terms of the Prospectus and the Instrument of Incorporation, including the distribution policy as outlined in the Prospectus and this Application Form.

I/We represent and warrant to the Administrator and the ICAV that the Applicant has the legal capacity, authority and all necessary consents to make this application and to invest in the ICAV and has complied with all regulations or limitations on investments imposed by any regulatory or governmental body and hereby agrees to indemnify the ICAV (including the Fund), the Directors, the Administrator, the Investment Manager, Distributor/Sub-Distributor and any affiliates, duly appointed agents and officers thereof of any of the foregoing for any loss suffered by them as a result of this warranty/representation not being true in every respect.

I/We confirm that I/we have reached the age of majority under the laws of my/ our country of nationality or domicile.

**(Designated Bodies<sup>1</sup> only – mark the box if applicable to Applicant)**

I/We declare that I am/we are licensed as

Description

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<sup>1</sup> A Designated Body is an entity which provides certain prescribed financial services and which is established and regulated in respect of those services in one of the countries prescribed for the purpose pursuant to the Irish Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as may be amended. As at the time of printing of this Application Form, the list of such prescribed countries is as follows: all of the member states of the European Union, Australia, Brazil, Canada, the Channel Islands, Hong Kong, Iceland, India, the Isle of Man, Japan, Liechtenstein, Mexico, Norway, Singapore, Switzerland, South Africa, South Korea, the Dutch overseas territories of Netherlands Aruba, Curacao, Sint Maarten, Bonaire, Sint Eustatius and Saba and the French overseas territories of Mayotte, New Caledonia, French Polynesia, Saint Pierre and Miquelon and Wallis and Futuna and United States of America.

by the  
(regulatory body)

under the laws of  
(country)

**(i.e. must be one of the prescribed countries specified in footnote 2 below)** and am/are thereby subject to regulations and/or guidelines which to the best of my/our knowledge and understanding are in accordance with the Financial Action Task Force Recommendations on the prevention of money laundering and that this application is made in my/our name on behalf of my/ our clients whose identity has been properly verified by me/us in accordance with applicable anti-money laundering regulations and guidelines.

I/We acknowledge and confirm that the distribution or offering of Shares in the ICAV (including the Fund) is restricted in certain jurisdictions and accordingly Shares in the ICAV are only available to qualifying persons to whom the ICAV may be lawfully promoted and who may lawfully invest in the ICAV.

I/We confirm, for the Applicant itself and in respect of any economic beneficiaries that the Applicant has the necessary experience, sophistication and skills and is suitably qualified to invest in the ICAV and the Fund under all applicable laws and regulations in all relevant jurisdictions. I/We confirm that I/we can bear the economic risk of an investment in the Shares and are able to sustain a complete loss of investment in the Shares. **I/We acknowledge that fees and expenses may be charged to the capital of the Fund and accordingly on repurchase of Shares I/we may not receive back the full amount invested. I/We acknowledge that as distributions may be made out of the capital of the Fund, on redemption of Shares I/we may not receive back the full amount invested. I acknowledge that as distributions may be made out of the capital of the ICAV, there is a greater risk that capital will be eroded and 'income' will be achieved by foregoing the potential for future capital growth of my/our investment and the value of future returns may also be diminished and this cycle may continue until all capital is depleted. I/We acknowledge that distributions out of capital may have different tax implications to distributions of income and I am/we are recommended to seek advice in this regard.**

I/We acknowledge that the sale, pledge, assignment, mortgage or other transfer of the Shares without the consent of ICAV in its sole discretion is prohibited, noting that a redemption of Shares by the Fund does not constitute an assignment for these purposes and no prior approval to redeem therefore is required.

I/We understand that the Shares have not been and will not be registered under the United States Securities Act 1933 or the securities laws of any state or political subdivision of the U.S. and may not, except in a transaction which does not violate U.S. securities laws, be directly or indirectly offered or sold in the United States or to any U.S. Person. The ICAV will not be registered under the U.S. Investment Company Act of 1940 as amended. I/We understand that no federal or state agency has passed upon or made any recommendation or endorsement of an investment in the Fund.

I/We hereby represent and warrant that the I/we: have the legal capacity, power and authority to execute and deliver this Application Form and (i) am/are neither a U.S. Person nor a Benefit Plan Investor (U.S. Persons and Benefit Plan Investors must contact the Administrator); (ii) am/are neither purchasing the Shares on behalf of or for the account of a U.S. Person nor a Benefit Plan Investor; nor with a view to the offer, sale, delivery, directly or indirectly, of the Shares in the United States, its territories, possessions and other areas subject to its jurisdiction; and (iii) have not been convicted of any criminal activities and the subscription monies are not the proceeds of criminal misconduct and the funds presented to complete this transaction are from legitimate sources in connection with my/our regular and permitted business activities.

2 Benefit Plan Investor means (i) any plan subject to Title I of ERISA (e.g. US corporate plans), (ii) any plan subject to Section 4975 of the US Code (e.g. IRAs) and (iii) any passive investment fund whose underlying assets include "plan assets" (generally because plans (described in (i) or (ii)) own 25% or more of a class of the investment fund's equity interests).

I/We agree that the Applicant will not market, promote, offer or sell Shares of the ICAV to any third party/ies without the express written agreement of the ICAV.

I/We declare that I/we acknowledge the responsibilities of the ICAV and the Administrator with regard to the prevention of money laundering and financing of terrorism, including those prescribed by the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013 (as may be amended) and have read the notes in the Terms and Conditions and I/we agree to comply with all applicable laws and regulations sufficient to discharge the Applicant's obligations in respect of its investment in the ICAV from the date of this application, and on an ongoing basis, and to verify the identity of and carry out all required due diligence in respect of all economic beneficiaries (if any). I/We agree to provide all relevant documentation as and when requested and I/we agree that I/we will not, under any circumstances, knowingly be or become involved in criminal conduct or money laundering and/or act on behalf of a person where the activities of that person lead us to believe that the person has been involved in criminal conduct or money laundering. I/We acknowledge that the ICAV and/or the Administrator shall be held harmless against any loss arising as a result of a failure to process my/our application for or request for redemption of Shares if such information and documentation as has been requested by the Administrator has not been provided by me/us.

I/We hereby acknowledge and agree that where I/we fail to provide the Administrator with the documentation and information referred to above, the Administrator, after notification to the Directors of the ICAV, may reject this application, and that the Administrator may make such reports to the relevant regulatory and law enforcement authorities as required under applicable anti-money laundering legislation and regulations. I/ We further acknowledge that the Administrator will withhold the proceeds of redemption of my/our Shares until such time as the Administrator has received and is satisfied with all the information and documentation requested to verify my/our identity.

I/We understand that the following persons are prohibited from investing in the ICAV (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("OFAC"); (ii) any other person whose dealings with U.S. Persons would be restricted under sanctions administered by OFAC; (iii) a person or entity whose dealings with the ICAV would be sanctioned by the European Union; and (iv) a foreign shell bank (a bank without a physical presence in any country) ("Prohibited Investor").

I/We represent and covenant that neither I/we, nor any person controlling, controlled by, or under common control with me/us, nor any person having a beneficial interest in me/us, is a Prohibited Investor. I/We agree to promptly notify the ICAV of any change in information affecting this representation and covenant.

I/We acknowledge that the tax disclosure set forth in the Prospectus is of a general nature and may not cover the jurisdiction in which the Applicant is subject to taxation and that the tax consequences of the Applicant's purchase of Shares depends on the Applicant's individual circumstances.

I/We acknowledge that the ICAV intends to take such steps as may be required to satisfy any obligations imposed on it by (i) the Foreign Account Tax Compliance Act ("FATCA") regulations (ii) any provisions imposed under Irish law arising from the inter-governmental agreement between the Government of the United States of America and the Government of Ireland ("IGA") or Sections 891E, 891F or 891G of the Taxes Consolidation Act 1997, as described above, and any other applicable laws relating to the automatic exchange of information, or otherwise (iii) the OECD Common Reporting Standard ("CRS") and Council Directive 2014/107/EU amending Directive 2011/16/EU ("DAC II") and Irish implementing legislation so as to ensure compliance or deemed compliance (as the case may be) with the FATCA regulations, the IGA, CRS and DAC II and the Irish implementing legislation (together "AEOI"). In particular I/we acknowledge that the information contained in this form and information regarding the Applicant may be reported to the tax authorities of the country in which this account is maintained and exchanged with the tax authorities of another country or countries in which the Applicant may be tax resident where those countries (or tax authorities in those countries) have entered into agreements to exchange financial account information.

I/We agree to provide to the Administrator the necessary AEOI declarations appended in Appendix I-II of this Application Form, confirmations and/or classifications at such times as each of them may request and furthermore provide any supporting certificates or documents as each of them may reasonably require in connection with this investment by reason of AEOI, as described above, as amended or supplemented from time to time. Should any information furnished to any of them become inaccurate or incomplete in any way, I/ we hereby agree to notify the Administrator immediately of any such change and further agree to immediately take such action as the Administrator may direct, including where appropriate, redemption of our Shares in respect of which such confirmations have become incomplete or inaccurate where requested to do so by the Administrator. If relevant, I/we agree to notify the Administrator of any change to my/our tax residency status.

I/We hereby acknowledge for the purposes of complying with its automatic exchange of information obligation under CRS that the ICAV, or the Administrator on its behalf, is required to collect certain information on an account holder and on certain controlling persons in the case of the account holder being an entity (e.g. name, address, jurisdiction of residence, TIN, date and place of birth (as appropriate), the account number and the account balance value at the each of end calendar year) to identify accounts which are reportable to the Irish tax authorities under CRS and further acknowledge that such information may in turn be exchanged by the Irish tax authorities with other tax authorities. Further Information in relation to CRS can be found on the Automatic Exchange of Information (AEOI) webpage on [www.revenue.ie](http://www.revenue.ie).

I/We acknowledge that the Administrator will provide such information relating to me/us, to the relevant tax or regulatory authorities as it is required to do under the regulations in force in Ireland from time to time pursuant to the IGA.

I/We hereby also agree to indemnify and keep indemnified the Administrator against any loss, liability, cost or expense (including without limitation legal fees, taxes and penalties) which may result directly or indirectly as a result of a failure to meet my/our obligations pursuant to this section or failure to provide such information which has been requested by the Administrator and has not been provided by me/us, and from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any document delivered by me/us to the Administrator.

I/We further acknowledge that a failure to comply with the foregoing obligations or failure to provide the necessary information required may result in the compulsory redemption of my/our entire holding in the Fund, and that the Administrator is authorised to hold back from redemption proceeds or other distributions to me/us such amount as is sufficient after the deduction of any redemption charges to discharge any such liability and I/we shall indemnify and keep indemnified the Administrator against any loss suffered by them or other Shareholders in the Fund in connection with any obligation or liability to so deduct, withhold or account.

I/We acknowledge that I/we will be entitled to look solely to the assets of the Fund in which I/we have invested in respect of all payments in respect of the Applicant's Shares. If the realised net assets of the Fund are insufficient to pay any amounts payable in respect of the relevant Shares, I/we will have no further right of payment in respect of such Shares nor any claim against or recourse to any of the assets of any other Fund or any other asset of the ICAV or of the Administrator or of the Depositary.

I/We understand that the Instrument of Incorporation gives powers to the Directors to impose restrictions on the holding of Shares directly or indirectly by (and consequently to redeem Shares held by), or the transfer of Shares to any person or entity who, in the opinion of the Directors is or will hold Shares for the benefit of a U.S. Person (unless the Directors determine (i) the transaction is permitted under an exemption from registration available under the securities laws of the U.S. and (ii) that the relevant Fund and the ICAV continue to be entitled to an exemption from registration as an investment company under the securities laws of the United States if such person holds Shares), an individual under the age of 18 (or such other age as the Directors may think fit), a person or entity who breached or falsified representations on subscription documents (including as to its status under ERISA), a person or entity who appears to be in breach of any law or requirement of any country or government authority or by virtue of which such person or entity is not qualified to hold Shares or if the holding

of the Shares by any person is unlawful or is less than the minimum holding set for that class of Shares by the Directors; or in circumstances which (whether directly or indirectly affecting such person or persons or entity, and whether taken alone or in conjunction with any other persons or entities, connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might result in the ICAV or a particular Fund incurring any liability to taxation or suffering any other pecuniary liability to taxation or suffering other pecuniary legal or material administrative disadvantage (including endeavouring to ensure that the relevant Fund's assets are not considered plan assets for the purpose of ERISA) or being in breach of any law or regulation which the ICAV or the relevant Fund might not otherwise have incurred or suffered or breached (including without limitation, where a Shareholder fails to provide the information required to satisfy the obligations under FATCA of a Fund, the ICAV, the Depositary, the Administrator, the Investment Manager or any delegate thereof) or might result in the relevant Fund being required to comply with registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply or is otherwise prohibited by the Instrument of Incorporation.

I/We acknowledge the restrictions on dealing as disclosed in the Prospectus and the right of the ICAV to act at its discretion in order to protect the ICAV or a Fund from market timing, excessive trading or other activity which it believes is harmful to the ICAV or any Fund.

I/We confirm that I/we have provided the ICAV and/or Administrator with a list of persons duly authorised by me/us to give Instructions to the ICAV and/or the Administrator and that I am/we are empowered to authorise those authorised persons to give such Instructions. I/We acknowledge that it is the Applicant's responsibility to ensure that any changes to such list of authorised persons are notified to the Administrator.

I/We acknowledge that I/we are transacting in Shares with the ICAV and Fund as principal.

I/We acknowledge that the ICAV does not issue Share certificates of any kind.

I/We confirm that I/we are acquiring these Shares for my/our own use and not for resale.

I/We understand that the representations and warranties and agreements made herein are continuous and all subsequent subscriptions of Shares by me/us shall be governed by them, and I/we agree to notify the ICAV, the Investment Manager and the Administrator promptly, if any representation or warranty should cease to be true at any time and I/we agree immediately to take such action as the ICAV may direct, including where appropriate, the redemption of the Applicant's holding in its entirety. I/We further acknowledge the right of the ICAV at any time to require the mandatory redemption of Shares as provided for in the Prospectus.

I/We confirm that I/we will notify the ICAV immediately if there are any changes to the information supplied to the ICAV in connection with this application which make the confirmations no longer true.

I/We confirm that I/we have read and agree to the Terms and Conditions below and understand that by signing this Application Form, I/we are giving my/our consent as outlined in the Terms and Conditions.

I/We hereby agree to indemnify and keep indemnified the ICAV (including the Fund), the Directors, the Administrator, the Depositary, the Investment Manager, their affiliates, duly appointed agents, and the officers, directors, employees of any of the foregoing, from and against any loss, cost or expense (including without limitation, legal fees, taxes and penalties) arising to any of them as a result of Applicant's holding of Shares where the Applicant is at fault or any breach of any representation, warranty, condition, covenant, undertaking, agreement, declaration, acknowledgement, term, instruction or confirmation by me/us in this Application Form or in any other documents delivered by the Applicant or from my/our failure to disclose any relevant details or provide it with all the information requested by the ICAV, the Investment Manager, the Administrator or the Depositary. In the case of delay or failure to provide satisfactory information, each of the ICAV, the Investment Manager and the Administrator, may take such action (including declining to accept an application) as they think fit.

If the undersigned is acting as agent, representative or nominee (a **Nominee**), the Nominee acknowledges and agrees that the agreements, representations, warranties, undertakings, and acknowledgements herein are also made on behalf of the beneficial owner(s). The Nominee represents and warrants that Nominee has all requisite power and authority to enter into and perform this Application Form and the agreements contemplated hereby, and Nominee represents and warrants, after reasonable inquiry, that the information, representations and warranties provided in this Application Form and otherwise to the ICAV and/or Administrator through the Nominee are accurate and complete. The Nominee agrees to indemnify the Fund, the ICAV, the Administrator, the Depositary and the Investment Manager for any and all damages, costs, fees, losses and expenses (including counsel fees and disbursements) in connection with or resulting from the Nominee's misrepresentation or misstatement contained herein or breach hereof, or the assertion of the Nominee's lack of proper authorisation from the beneficial owner(s).

This Application Form shall be governed by the laws of Ireland.

## 11. SIGNATURES

Authorised Signatory  
Print Name Here

Position

Signature

Date

Authorised Signatory  
Print Name Here

Position

Signature

Date

## 12. TERMS & CONDITIONS

The terms and conditions of this Application Form come into force when this application is accepted by the Administrator. The ICAV may amend these terms by sending notification to the Applicant. The Applicant agrees that the terms and conditions contained in this Application Form and the representations, warranties, and declarations made by the Applicant in this Application Form shall apply to all future subscriptions and Instructions made by the Applicant, unless the Applicant notifies the ICAV and Administrator to the contrary at the time of any such subscription and the ICAV and Administrator agree to the terms of any such notification. Unless otherwise defined or inconsistent with the context herein, capitalised terms used in this Application Form are as used and have the same meanings as are applicable in the most up to date Prospectus of the ICAV, Supplement relating to the Fund and any addenda thereto (collectively for the purposes of this Application Form, the **Prospectus**).

The Applicant acknowledges that due to the prevention of money laundering and terrorist financing requirements within the respective jurisdictions and/or regulatory reporting obligations, the ICAV or the Administrator may require proof or further verification of the identity of the Applicant and any beneficial owner before a Shareholder account can be opened or an application for subscription or redemption of Shares can be processed and the Administrator and ICAV (including the Fund) shall be held harmless and indemnified against any loss arising due to the failure to process of any such application if such information as has been requested by any of the said parties has not been provided by and received from the Applicant in a form acceptable to the Administrator and ICAV. By agreeing these terms, the Applicant consents to the conduct of due diligence enquiries in respect of the Applicant, any economic beneficiaries and any authorised signatories. Documentation must be submitted immediately upon request from the Administrator or the ICAV. By signing this Application Form, the Applicant acknowledges the responsibilities of the ICAV and the Administrator with regard to the prevention of money laundering and financing terrorism including the responsibilities under the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013 (as may be amended) and agrees to comply with all applicable laws and regulations sufficient to discharge the Applicant's obligations in respect of its investment in the ICAV from the date of this application, and on an ongoing basis, and to verify the identity of and carry out all required due diligence in respect of all economic beneficiaries (if any).

No redemption proceeds can be paid until the original Application Form and all documentation as requested by the Administrator and/or the ICAV under anti-money laundering regulations and any due diligence inquiries has been received and accepted by the Administrator.

The ICAV and/or the Administrator is/are authorised and instructed to accept, execute or otherwise perform any order, direction, request, authorisation or instruction (together "Instruction(s)") (given in a form agreed with the ICAV and/or the Administrator) relating directly or indirectly to Shares, including but not limited to Instructions regarding Shares subscribed for, subscriptions, exchange or redemption of Shares, any payment in relation to same and/or any matter in connection with them, this Application Form and/or the Applicant's account with or investment in the ICAV or details on record, believed in good faith to be given by properly authorised persons and notwithstanding that it may be shown that the Instructions were not signed, given or sent by the Applicant. Instructions given to the ICAV in a form agreed with the ICAV and signed by the Applicant (if applicable) are binding on the Applicant. This authorisation will apply to any further Shares purchased, transferred or otherwise held in the name of the Applicant. The ICAV (including the Fund), the Administrator and the Investment Manager are each authorised to conclusively rely and/or act upon any such Instructions or any matter in connection with them or any of them without liability in respect of any transfer, payment or any other act done or omitted to be done pursuant to any such Instruction believed in good faith to be genuine or to be signed by properly authorised persons of the Applicant and notwithstanding that it may be shown that the same was not signed, given or sent by or on behalf of the Applicant. Such authorisation will remain valid until written revocation is received from the Applicant by the ICAV. Revocation will take effect without prejudice to any transactions already initiated by the ICAV, in accordance with the Applicant's prior Instructions. The ICAV and/or the Administrator will not be liable in respect of any transfer, payment or other action or inaction directly or indirectly related to Shares, except in the case of the ICAV's and/or the Administrator's material default. In no case shall the ICAV and/or the Administrator be liable for any indirect or consequential loss or for any loss caused through a fall in value of Shares.

If Instructions are given by facsimile, the Applicant agrees that it is the Applicant's responsibility to ensure that such Instructions are received in legible form and the Applicant undertakes to confirm such Instructions to the Administrator in writing. Whether or not such written confirmation is in fact received, the Administrator and the ICAV (including the Fund) may rely conclusively upon shall incur no liability in acting upon any Instruction or other instrument received by facsimile believed by it in good faith to be genuine or to be signed by the proper person(s) or duly authorised or properly made.

The Applicant agrees to indemnify each of the ICAV (including the Fund), the Directors, the Administrator, and the Investment Manager and to keep each of them indemnified against all actions, proceedings, demands, costs, expenses and losses of any nature whatsoever arising to any of them as a result of any action taken or omitted to be taken pursuant to any such Instructions or other instrument believed in good faith to be genuine or signed or given by properly authorised persons of the Applicant.

The Applicant's authorised signatories may be changed from time to time during the period of Applicant's holding of Shares but only upon written notice by current authorised signatories on record to the Administrator and written acknowledgement of the changes by the Administrator. The Applicant is solely responsible for instructing the ICAV and/or the Administrator in relation to the persons authorised to act on behalf of the Applicant in relation to any Instructions, changes to the Applicant's registration details and/or payment Instructions and the ICAV and/or Administrator is/are entitled to rely and act on any such information provided. The ICAV (including the Fund) and the Administrator have no liability whatsoever for inaccurate information received by the ICAV and/or Administrator and shall be under no obligation to enquire as to the accuracy or otherwise of any such information provided. The Applicant is solely responsible for ensuring that any such information provided is accurate and up to date. Any subsequent amendments to the Applicant's registration details and/or payment Instructions shall be effected only on receipt of original documentation as required by the Administrator.

All payments for Shares must be made by EFT for settlement on the Settlement Date to the relevant account of the Fund. In consideration of the Administrator processing this and any subsequent subscription for Shares and making a provisional allotment of Shares, the Applicant agrees to indemnify and hold harmless the ICAV (including the Fund), the Administrator, the Directors of the ICAV and the Investment Manager against any loss, costs or expenses incurred by it or them as a result of Applicant's failure to pay the required subscription monies for the application of Shares by the relevant Settlement Date. Applicant shall be liable for any interest, losses or other costs incurred as a result of failing to settle an order by the Settlement Date.

The Applicant acknowledges and agrees that subscription monies received in respect of the Fund in advance of Shares being issued on the relevant Dealing Day will be held in the Umbrella Cash Subscriptions and Redemptions Account and will be treated as an asset of the Fund. The Applicant further acknowledges and agrees that they will be an unsecured creditor of the Fund with respect to the amount held by the ICAV until Shares are issued on the Dealing Day and, as such, the Applicant will not benefit from any appreciation in the Net Asset Value of the Fund or any other Shareholder rights (including dividend entitlement) until such time as Shares are issued on the relevant Dealing Day. The Applicant further acknowledges and agrees that such amounts will constitute a debt due to the Applicant from the relevant Fund and will not be held on trust for the Applicant, pending the issue of Shares on the relevant Dealing Day.

The Applicant acknowledges that it may receive or have access to confidential proprietary information concerning the ICAV and the Fund, including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets and the like (collectively, "Confidential Information"), which is proprietary in nature and non-public. The Applicant agrees that it shall not disclose or cause to be disclosed any Confidential Information to any person or use any Confidential Information for the Applicant's own purposes or the Applicant's own account, except in connection with its investment in the Fund(s) and except as otherwise required by any regulatory authority, law or regulation, or by legal process.

The Applicant acknowledges that the Applicant is not obliged to accept electronic communication and may at any time choose to revoke the Applicant's agreement to receive communications by fax or electronically by notifying the Administrator in writing at the above address provided that the Applicant's agreement to receive communications by fax or electronically shall remain in full force and effect pending receipt by the Administrator of written notice of such revocation.

By signing this Application Form, the Applicant consents to the recording of telephone calls made to and received from the Applicant by the Administrator, or Investment Manager, their delegates, duly appointed agents and any of their respective related, associated or affiliated companies for processing and verification of Instructions, management and administration of the Applicant's account(s) and any other matters related to investment in the ICAV, dispute resolution, record keeping, security and/or training purposes.

The Applicant acknowledges that the Applicant's data will be processed in accordance with the Data Protection Acts 1988 to 2003 and any other applicable legislation or regulations implementing Directive 95/46/EC, and with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of

the European Parliament and the Council of 27 April 2016), including any amendments thereto. The Applicant acknowledges receipt of, and has read and agrees to, the Data Protection Notice attached hereto as Appendix III.

The Applicant consents to the ICAV and or Administrator transferring all or any of their benefits and obligations under these terms. The ICAV and/or Administrator may appoint any person to advise on or perform any of their functions or responsibilities under these terms and may provide information about the Applicant and its Shares to any such person. The ICAV and/or Administrator, where applicable, will satisfy itself that any person to whom it delegates any of its functions or responsibilities under these terms is competent to carry out those functions or responsibilities.

This Application Form shall be governed by the laws of Ireland.

APPENDIX I

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

**INSTRUCTIONS FOR COMPLETION AND DATA PROTECTION NOTICE**

We are obliged under Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each account holder's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that by completing this form you are providing personal information which may constitute personal data within the meaning of the General Data Protection Regulation (697/2016/EU) (the "GDPR") and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2018). Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an account holder's interests in the Fund, with the Irish tax authorities, the Revenue Commissioners. They may in turn exchange this information, and other financial information with foreign tax authorities, including tax authorities outside the EU.

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

For further information and guidance on FATCA or CRS please refer to the Irish Revenue or OECD website at: <https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/index.aspx>  
<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/> in the case of CRS only.

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

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

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

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

(Mandatory fields are marked with an \*)

**\*SECTION 1. ACCOUNT HOLDER/CONTROLLING PERSON IDENTIFICATION**

\*Account Holder /  
Controlling Person /  
Name:

\*Current Residential Address:

Number:

Street:

City, Town, State,  
Province or County:

Postal/ZIP Code:

Country:

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

Number:  Street:

City, Town, State, Province or County:

Postal/ZIP Code:  Country:

**\*Place and Date Of Birth**

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

\*Date of Birth:

**\*SECTION 2. FATCA DECLARATION OF U.S. CITIZENSHIP OR U.S. RESIDENCE FOR TAX PURPOSES:**

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

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

**OR**

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

**\*SECTION 3. COMMON REPORTING STANDARD (CRS) DECLARATION OF TAX RESIDENCY/RESIDENCIES INCLUDING CITIZENSHIP AND RESIDENCY BY INVESTMENT DISCLOSURE.**

Please indicate your country of tax residence (if resident in more than one country please detail All countries of tax residence **and All** associated tax identification numbers ("TINs")).

For further guidance on Tax Residence and TINs, please refer to the OECD CRS Information Portal <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/#d.en.347759>

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

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

**Please list ALL Tax ID Numbers below**

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

If a TIN is unavailable, please confirm the reason why below by ticking A, B, or C below.

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

Please tick this box to confirm you have specified all jurisdictions in which you are resident for tax purposes.

**3.1. CITIZENSHIP/RESIDENCY BY INVESTMENT (CBI/RBI)**

Citizenship by Investment (CBI) and Residency by Investment (RBI) schemes are offered by a number of jurisdictions and allow foreign individuals to obtain citizenship or temporary/permanent residency rights based on local investments or against a flat fee. In this regard, the OECD have identified specific jurisdictions that operate CBI/RBI schemes which could potentially pose a high-risk to the integrity of CRS.

If, in this Section 3, you have confirmed that you are resident **only** in one or more of these specific jurisdictions (and not in any other jurisdiction), we are required to determine whether your citizenship/residency rights were obtained through a CBI/RBI scheme. If so, we must collect additional information.

For further details, including the list of jurisdictions and relevant CBI/RBI schemes, please refer to the OECD website:

<https://www.oecd.org/en/topics/sub-issues/international-standards-on-tax-transparency/residence-citizenship-by-investment.html>

Please select one of the following options:

**Option 1:**

I confirm that I am either **not resident** or **not solely resident** in one or more of the jurisdictions designated by the OECD as operating a CBI/RBI scheme that may pose a high risk to CRS integrity.  
*(If you select this box, no further information is required in this section – please proceed to Section 4, if applicable.)*

**Option 2:**

I confirm that I am **solely resident** in one or more of the jurisdictions designated by the OECD as operating a CBI/RBI scheme that may pose a high risk to CRS integrity but **I did not** receive my residence rights under a CBI/RBI scheme.  
*(If you select this box, no further information is required in this section – please proceed to Section 4, if applicable.)*

**Option 3:**

I confirm that I am **solely resident** in one or more of the jurisdictions designated by the OECD as operating a CBI/RBI scheme that may pose a high risk to CRS integrity and I **solely obtained my residence rights** in these jurisdictions under one or more CBI/RBI schemes.

*(If you select this box, please complete Section 3.2)*

**3.2 CBI/RBI additional queries where an Account holder or Controlling person has obtained citizenship or residency in an OECD CBI/RBI high risk jurisdiction.**

*(Additional questions to be completed ONLY where option 3 above has been ticked).*

**Do you hold residence rights in any other jurisdiction(s)?**

No

Yes  *(If yes, list the jurisdiction(s))*

**Have you spent more than 90 days in any other jurisdiction(s) during the previous year?**

No

Yes  *(If yes, list the jurisdiction(s))*

**In which jurisdiction(s) have you filed your personal income tax returns during the previous year?**

*(list the jurisdiction(s) below)*

**SECTION 4: TYPE OF CONTROLLING PERSON\*\***

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

For Joint or multiple Controlling Person(s) please complete a separate "Individual (Including Controlling Persons) Self-Certification for FATCA and CRS" form for **each** Controlling Person.

Controlling Person of a Legal Person	Please Tick all that apply	Entity Name
Controlling Person of a legal person – control by ownership	<input type="checkbox"/>	
Controlling Person of a legal person – control by other means	<input type="checkbox"/>	
Controlling Person of a legal person – senior managing official	<input type="checkbox"/>	

Controlling Person of a Trust (Please select all that apply)	Please Tick all that apply	Entity Name
Controlling Person of a trust – settlor	<input type="checkbox"/>	
Controlling Person of a trust – trustee	<input type="checkbox"/>	
Controlling Person of a trust – protector	<input type="checkbox"/>	
Controlling Person of a trust – beneficiary	<input type="checkbox"/>	
Controlling Person of a trust – other	<input type="checkbox"/>	

Controlling Person of a Legal Arrangement (Non-Trust) Please select all that apply	Please Tick all that apply	Entity Name
Controlling Person of a legal arrangement (non-trust) – settlor-equivalent	<input type="checkbox"/>	
Controlling Person of a legal arrangement (non-trust) – trustee-equivalent	<input type="checkbox"/>	
Controlling Person of a legal arrangement (non-trust) – protector-equivalent	<input type="checkbox"/>	
Controlling Person of a legal arrangement (non-trust) – beneficiary equivalent	<input type="checkbox"/>	
Controlling Person of a legal arrangement (non-trust) – other-equivalent	<input type="checkbox"/>	

**\*SECTION 5: DECLARATION AND UNDERTAKINGS:**

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

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

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

**DATA PROTECTION - CUSTOMER INFORMATION NOTICE:**

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

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

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

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

Further information is available on the OECD website: <http://oecd.org/tax/automatic-exchange/>

And on the Irish Revenue website: <https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/index.aspx>

Print Name:

Authorised Signature:

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

 /  / 

Capacity  
(if Controlling Person):

APPENDIX II

**AEOI ENTITY SELF-CERTIFICATION FOR CRS AND FATCA**

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

**INSTRUCTIONS FOR COMPLETION AND DATA PROTECTION NOTICE.**

We are obliged under Section 891E, Section 891F, and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each account holder's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that by completing this application form you are providing personal information, which may constitute personal data within the meaning of the General Data Protection Regulation (697/2016/EU) (the "GDPR") and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2018). Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an account holder's interests in the Fund, with the Irish tax authorities, the Revenue Commissioners. They in turn may exchange this information, and other financial information with foreign tax authorities, including tax authorities located outside the EU.

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

For further information and guidance on FATCA or CRS please refer to the Irish Revenue or the OECD websites at:

<https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/index.aspx>

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

If any of the information below about the account holder's tax residence or FATCA/CRS classification changes in the future, please ensure that we are advised of these changes promptly.

(Mandatory fields are marked with an \*)

**\*SECTION 1. ENTITY ACCOUNT HOLDER DETAILS**

<b>*Account Holder Name:</b> (the "Entity")	<input type="text"/>		
<b>*Country of Incorporation or Organisation:</b>	<input type="text"/>		
<b>*Current (Resident or Registered) Address:</b>			
Number:	<input type="text"/>	Street:	<input type="text"/>
City, Town, State, Province or County:	<input type="text"/>		
Postal/ZIP Code:	<input type="text"/>	Country:	<input type="text"/>

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

Number:  Street:

City, Town, State, Province or County:

Postal/ZIP Code:  Country:

**\*SECTION 2. FATCA DECLARATION**

Please tick **either** (I) **or** (II) **or** (III) below **and** provide U.S TIN or exemption code as appropriate, and complete the appropriate sections below based on your FATCA classification.

- (I)  **Specified U.S Person – (also complete Sections 4 and 5 below)**  
U.S Federal Taxpayer Identification Number (TIN)
- (II)  **U.S Person but not a Specified U.S Person – (also complete Sections 4 and 5 below)**  
W9 Exemption Code:
- (III)  **Not a Specified U.S Person – (also complete Sections 3, 4 and 5 below)**

**\*SECTION 3. ENTITY'S FATCA CLASSIFICATION**  
(the information provided in this section is for FATCA, please note your FATCA classification may differ from your CRS classification in Section 5.)

**Complete either Section 3.1 and 3.2 OR Section 3.3 OR Section 3.4**

**3.1 FINANCIAL INSTITUTIONS (FIS) UNDER FATCA**

If the Entity is a Financial Institution, **tick one of the below categories** I, II, III and provide a GIIN at 3.2; if not, complete section 3.3 to explain type of Entity you are and why a GIIN cannot be provided.

- (I)  *Irish Financial Institution (FI) or other Partner Jurisdiction Financial Institution (FI)*
- (II)  *Registered Deemed Compliant Foreign Financial Institution*
- (III)  *Participating Foreign Financial Institution*

**3.2 PLEASE PROVIDE THE ENTITY'S FATCA GLOBAL INTERMEDIARY IDENTIFICATION NUMBER (GIIN)**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**3.3 IF THE ENTITY IS A FINANCIAL INSTITUTION BUT UNABLE TO PROVIDE A GIIN, PLEASE EXPLAIN BY CHOOSING ONE OF THE BELOW REASONS**

(I)  The Entity has not yet obtained a GIIN but is sponsored by another entity which does have a GIIN. Provide the sponsor's name and sponsor's GIIN:

Sponsor's Name:

Sponsor's GIIN: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Note:** This option is only available to Sponsored Investment Entities in Model 1 IGA jurisdictions. Sponsored Investment Entities that do not have U.S reportable accounts are not required to register and obtain a GIIN with the IRS unless and until reportable accounts are identified.

(II)  **The Entity is an Exempt Beneficial Owner**  
**Confirm the type of Exempt Beneficial Owner below:**

- |                                                 |                                                                                                 |                                               |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Government Entity      | <input type="checkbox"/> International Organisation                                             | <input type="checkbox"/> Foreign Central Bank |
| <input type="checkbox"/> Exempt Retirement Fund | <input type="checkbox"/> Collective Investment Vehicle Wholly Owned by Exempt Beneficial Owners |                                               |

(III)  **The Entity is a Certified Deemed Compliant Foreign Financial Institution**  
*(including a deemed compliant Financial Institution under Annex II of the IGA agreement)*

Indicate exemption:

(IV)  **The Entity is a Non-Participating Foreign Financial Institution (NPFFI)**

(V)  **The Entity is an Excepted Foreign Financial Institution**

Indicate exemption:

(VI)  **The Entity is a Trustee Documented Trust**  
**Please also provide your Trustee's name and GIIN below**

Trustee Name:

Trustee GIIN: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



**Please list ALL Tax ID Numbers below**

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

If a TIN is unavailable, please confirm the reason why below by ticking A, B, or C below.

Reason A  The country/jurisdiction where the Account Holder is resident does not issue TINs or TIN equivalents to its residents.

Reason B  The Account Holder is otherwise unable to obtain a TIN (Please explain why you are unable to obtain a TIN)

Reason C  No TIN is required.  
(Note: This should only be selected if the domestic law of the relevant country/jurisdiction does not require the collection of the TIN issued by such country/jurisdiction)

Please tick this box to confirm you have specified all jurisdictions in which the Entity is resident for tax purposes.

**\*SECTION 5. ENTITY'S CRS CLASSIFICATION**

The information provided in this section is for CRS. (Please note an Entity's CRS classification may differ from its FATCA classification in Section 3 above). In addition please note that the information that the Entity has to provide may differ depending on whether they are resident in a participating or non-participating CRS Jurisdiction. For more information on CRS to assist with classification, please see the OECD CRS Standard and associated commentary.

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

**5.1 FINANCIAL INSTITUTIONS (FI'S) UNDER CRS:**

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

**Note:** Please check the Irish Revenue AEOI portal at the time of completion of this form to confirm whether your country of Tax Jurisdiction is considered Participating or Non-Participating for the purposes of CRS Due-Diligence in Ireland.

<https://www.revenue.ie/en/companies-and-charities/documents/aeoi/participating-jurisdictions.pdf>

**CRS Financial Institution Type:**

(I)  **A reporting Financial Institution resident in a participating CRS Jurisdiction**  
*(including an Investment Entity, Depository FI, Custodial Institution, Specified Insurance company)*

(II) **A Financial Institution resident in a Non-Participating CRS Jurisdiction**  
**Please also tick the type of FI that applies**

**FI- Investment Entity resident in a Non-Participating Jurisdiction and is managed by another Financial Institution**  
*(If this box is ticked, also complete section 6 below and provide separate individual self-certification forms from each of the Controlling Persons)*

**FI- Investment Entity resident in a Non-Participating Jurisdiction but is not managed by another Financial Institution/ Other Financial Institution** *(including a Depository Financial Institution, Custodial Institution or Specified Insurance Company resident in a non-participating jurisdiction).*

(III)  **Non-Reporting Financial Institution under CRS. (Specify the type of non-reporting FI below):**

- |                                                                                                                                                                  |                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Government Entity                                                                                                                       | <input type="checkbox"/> International Organisation                                                                                |
| <input type="checkbox"/> Central Bank                                                                                                                            | <input type="checkbox"/> Broad Participating Retirement Fund                                                                       |
| <input type="checkbox"/> Narrow Participation Retirement Fund                                                                                                    | <input type="checkbox"/> Pension Fund of a Government Entity/ International Organisation or Central Bank                           |
| <input type="checkbox"/> Exempt Collective Investment Vehicle                                                                                                    | <input type="checkbox"/> Trust <i>(Who's trustee reports all required information with respect to all CRS reportable accounts)</i> |
| <input type="checkbox"/> Qualified Credit Card Issuer                                                                                                            | <input type="checkbox"/> Qualified Non-Profit Entity                                                                               |
| <input type="checkbox"/> Other Entity <i>(Defined under the domestic law as low risk of being used to evade tax). Specify the type provided in domestic law:</i> |                                                                                                                                    |

**5.2 NON-FINANCIAL ENTITY ("NFE") UNDER CRS:**

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

**Active Non-Financial Entity (NFE)** (Choose the box that applies)

(I)  **Active (NFE) - a corporation the stock of which is regularly traded on an established securities market:**  
**Please provide details of the established securities market on which the corporation is regularly traded.**

(II)  **Active (NFE) - if you are a Related Entity of a regularly traded corporation.**  
**Please provide the name of the regularly traded corporation of which the Entity is a Related Entity:**

And provide details of the securities market on which the corporation is regularly traded:

- (III)  Active NFE - a Government Entity or Central Bank
  
- (IV)  Active NFE - an International Organisation
  
- (V)  Active NFE - Other than those listed in I, II, III, or IV above  
*For example a start-up or certain types of non-profit NFE's.*

Or

**Passive Non-Financial Entity (NFE)**

- (VI)  **Passive (NFE)** If this box is ticked please also complete **Section 6.1** for each of the Controlling Person(s) of the Entity and provide separate AEOI "Individual (including Controlling Persons) Self-Certification for CRS and FATCA form" as indicated in section 6.2 for each Controlling Person(s).

**SECTION 6. CONTROLLING PERSONS**

**NB: Please note that each Controlling Person must complete a separate "Individual (including Controlling Persons) FATCA and CRS Self-Certification" form.**

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

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

**6.1 CONTROLLING PERSON(S) OF THE ACCOUNT HOLDER:**

If you have ticked a Passive NFE with Controlling Persons in **either the FATCA or CRS Classification sections above or An Investment Entity** resident in a *Non-Participating Jurisdiction* and managed by another *Financial Institution* in the CRS section, then you must also complete this section for each of the Controlling Person(s) of the account holder and provide a separate "Individual (including Controlling Persons) FATCA and CRS Self-Certification" form for each Controlling person as per 6.2 below:

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

- (I)
  
- (II)
  
- (II)
  
- (IV)

**Note: In case of a trust,**

Controlling Persons means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiary(ies), **AND** any other natural person(s) exercising ultimate effective control over the trust.

With respect to an Entity that is a legal person, if there are no natural person(s) who exercise control over the Entity, then the Controlling Person for CRS purposes will be the natural person who holds the position of senior managing official of the Entity.

**6.2 ARRANGE FOR EACH OF THE CONTROLLING PERSONS LISTED IN SECTION 6.1 TO COMPLETE A SEPARATE "INDIVIDUAL (INCLUDING CONTROLLING PERSONS) SELF-CERTIFICATION FOR FATCA AND CRS" FORM FOR EACH CONTROLLING PERSON LISTED IN SECTION 6.1.**

**SECTION 7. DECLARATIONS AND UNDERTAKINGS**

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

**I/We** confirm (where applicable) that an **"Individual (including Controlling Persons) Self-Certification for FATCA and CRS"** form has been completed, signed and provided for **each Controlling person**, as defined under the CRS and FATCA regulations.

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

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

\*Print Name:

\*Authorised Signature:  \*Date of signature: (dd/mm/yyyy):  /  /   
\*Capacity in which declaration is made:

\*Print Name:

\*Authorised Signature:  \*Date of signature: (dd/mm/yyyy):  /  /   
\*Capacity in which declaration is made:

APPENDIX III  
DATA PROTECTION

This notice sets out how the ICAV will process personal information.

Where your details are provided to the ICAV as a result of your investment, then the ICAV, acting as a data controller ("**Data Controller**"), may itself, or through a third party service provider ("**Data Processor**"), process your personal information or that of your directors, officers, employees and/or beneficial owners. Such personal information will be held in confidence and processed in accordance with the Irish Data Protection Acts 1988 to 2003 and any other applicable legislation or regulations implementing Directive 95/46/EC, and with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016) ("**GDPR**"), including any amendments thereto.

When processing your personal information, there may also be times when the Administrator, and the depositary will act as Data Controllers.

In connection with this processing, please note the following:

**Purposes of Processing and Legal Basis for processing**

Your personal data may be processed by the ICAV or its Data Processors (or any of their affiliates, agents, employees, delegates or sub-contractors) for the following purposes:

- **Legal Basis: Performance of the contract**
  - to facilitate the opening of your account with the ICAV, the management and administration of your holdings in the ICAV and any related account on an on-going basis (the "Services") which are necessary for the performance of your contract with the ICAV, including without limitation the processing of redemption, conversion, transfer and additional subscription requests and the payment of distributions; to update and maintain records and fee calculation; and
  - to update and maintain records and fee calculation.
- **Legal Basis: Compliance with a legal obligation to which the ICAV is subject, including but not limited to:**
  - carrying out anti-money laundering checks;
  - prevention of fraud, money laundering, terrorist financing, bribery, corruption;
  - prevention of the provision of financial and other services to persons who may be subject to economic or trade sanctions, on an on-going basis, in accordance with the ICAV's procedures and the procedures of the Data Processors; and
  - reporting of tax related information to tax authorities.
- **Legal Basis: Pursuit of the Legitimate Interests of the ICAV to:**
  - improve the delivery of service (monitoring and recording of calls for quality, business analysis, training and related purposes); and
  - offer or market additional units of the ICAV or other investment opportunities.

Where the pursuit of the legitimate interests of the ICAV is indicated above to be the legal justification relied upon to process your personal data, a balancing test has been carried out to weigh the legitimate interests of the ICAV against the potential risks posed to your interests, fundamental rights and freedoms as a data subject, and it has been determined that the risks posed to your interests, fundamental rights and freedoms as a data subject are extremely limited and are overridden by the right of the ICAV to pursue its legitimate interests.

Where the Data Controller or its delegates sends you marketing information, you have a right not to receive such information, and you can request not to receive such information by informing the ICAV using the contact information in this Data Protection Notice.

### **Retention Period**

The ICAV and its Data Processors will retain your personal information for as long as required for the ICAV or its Data Processors to perform the Services or perform investigations in relation to the Services. The length of the retention period will be determined by such considerations as legal or regulatory obligations that require the ICAV or its Data Processors to retain your personal information, and applicable statutory limitation periods, whichever are longer.

### **Recipients of Data**

The ICAV may disclose your personal information as follows:

- to its service providers, including Data Processors, and their affiliates, and other third party service providers engaged by the ICAV in order to process the data for the above mentioned purposes; and
- to competent authorities (including tax authorities), courts and regulatory bodies as required by law or requested or to affiliates for internal investigations and reporting.

### **International Transfer of Data**

The disclosure of personal information to the Data Processors and third parties set out above may involve the transfer of data to jurisdictions outside the European Economic Area (**EEA**). Any such transfers are made in accordance with the requirements of Articles 44 to 49 of the GDPR. Where such transfers are made to countries that do not have an adequacy decision in place, appropriate safeguards such as European Commission approved standard contractual clauses will be put in place or your consent will be obtained prior to the transfer.

Please contact the Administrator for copies of any standard contractual clauses that may have been entered into on behalf of the ICAV.

### **Data Subject Rights**

You have the following rights, in certain circumstances, in relation to your personal information:

- Right to access your personal information;
- Right to rectify your personal information;
- Right to restrict the use of your personal information (in certain specific circumstances);
- Right to request that your personal information is erased (in certain specific circumstances);
- Right to object to processing of your personal information (in certain specific circumstances);
- Right to data portability (in certain specific circumstances); and

- Right to lodge a complaint with a supervisory authority in the EU Member State of your habitual residence or place of work or in the place of the alleged infringement if you consider that the processing of personal data relating to you carried out by the ICAV or its Data Processors infringes the GDPR.

The provision of your personal information to the ICAV is necessary in order to enter into the contract. You are not obliged to provide the ICAV with your personal information, however where the ICAV or its Data Processors require your personal information to perform the contract, or to comply with the ICAV's legal obligations, failure to provide this information means that the ICAV may not be able to accept you as an investor in the ICAV.

### **How to contact us**

If you have any questions about our use of your personal information, please contact us by email at [dpservices@waystone.com](mailto:dpservices@waystone.com).

### **Pinnacle ICAV**

25 North Wall Quay  
Dublin 1  
Ireland