

# Equitile Resilience Feeder Fund-Application form for Entities



Application forms for individuals who are UK tax residents and other individuals making a direct investment on their own behalf can be found at [www.equitile.com](http://www.equitile.com)

Shareholder Services Department,  
Equitile Resilience Feeder Fund,  
C/O HSBC Securities Services (Ireland) Limited,  
1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland  
Fax : +353 1 649 7560 Tel: + 353 1 635 6798  
Email: [ifsinvestorqueries@hsbc.com](mailto:ifsinvestorqueries@hsbc.com)

Once completed the signed original copy of this form must be posted to HSBC Security Services (Ireland) Limited, at the address shown. To speed up the processing you can also fax this form, but the original must still be posted

## Your Details

Name (Registered name, if an entity): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_ Country: \_\_\_\_\_

Email Address<sup>1</sup>: \_\_\_\_\_ Telephone<sup>2</sup>: (\_\_\_\_) \_\_\_\_\_

## Joint Investor Details (Where applicable)

Name (Registered name, if an entity): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_ Country: \_\_\_\_\_

Email Address<sup>3</sup>: \_\_\_\_\_ Telephone<sup>4</sup>: (\_\_\_\_) \_\_\_\_\_

Additional Contact details (optional) – If you require contract notes and monthly statements to be emailed to additional person(s) / contact(s), please provide details below:

Additional contact name: \_\_\_\_\_

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

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

2<sup>nd</sup> Additional contact name \_\_\_\_\_

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

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

<sup>1</sup> This email address will be used to send your contract note and for communication by HSBC Security Services. Each month you will receive, by secure encrypted email, a statement showing your holdings and their value.

<sup>2</sup> Please include the country code

<sup>3</sup> This email address will be used to send your contract note and for communication by HSBC Security Services. Each month you will receive, by secure encrypted email, a statement showing your holdings and their value.

<sup>4</sup> Please include the country code

*Unit Dealing Power of Attorney*

*Only to be completed if you would like a third party to place the transaction on behalf of the abovementioned Applicant(s).*

I/we (name(s) and address(es) of the applicant): \_\_\_\_\_

Hereby authorize (name of delegated entity): \_\_\_\_\_

of (address): \_\_\_\_\_

\_\_\_\_\_

to place transactions in the Scheme on our behalf.

1. Signature:  
(Authorised) signatory of the Applicant: \_\_\_\_\_

Capacity of authorised signatory (if applicable): \_\_\_\_\_

Date: DD / MM / YYYY

2. Signature:  
(Authorised) signatory of the Applicant: \_\_\_\_\_

Capacity of authorised signatory (if applicable): \_\_\_\_\_

Date: DD / MM / YYYY

3. Signature:  
(Authorised) signatory of the Applicant: \_\_\_\_\_

Capacity of authorised signatory (if applicable): \_\_\_\_\_

Date: DD / MM / YYYY

(Please also include original/certified copy of authorised signatory lists of the applicant and the delegated entity)

*Your Bank Account Details*

*I/we the certified authorised signatory, understand that redemption proceeds will be remitted to the bank details provided below and the redemption will be made in the designated currency of the share class in which I /we am/are invested. I/we undertake to inform the Fund Administrator / Equitile Investments Ltd ("Equitile") in writing of changes to these details immediately. Payment will be made to accounts in the name of the unitholder only. No third-party payments shall be permitted. Distributions will be reinvested. Should you wish not to reinvest, please contact Equitile [info@equitile.com](mailto:info@equitile.com).*

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

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

Post Code: \_\_\_\_\_

Country: \_\_\_\_\_ Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_ Sort Code: \_\_\_\_\_

IBAN Number: \_\_\_\_\_ Swift Number: \_\_\_\_\_

*Important: Your payment must come from the bank account detailed here. This is a requirement of anti-money laundering legislation*

*Your Investment*

I hereby apply to purchase Units in the Sub-Fund, subject to minimum investment amount, to the value shown below and agree to pay, by electronic transfer from the account detailed above. I agree to first submit this completed application form and once the form has been checked and accepted by the Fund Administrator/Equitile Investments, and subject to meeting the eligibility criterion as set out in the Prospectus, I will electronically transfer the full investment amount in the relevant currency account listed below. Subscription into the sub-fund has an Administrator cut-off time (dealing cut-off point) of 1100 each UK business day and valuation point for the sub-fund is 3 pm each UK business day. Once my form and the full investment amount has been received and accepted by the Fund Administrator before the 11 am cut-off point, the Units will be issued to me as per that day's 3 pm valuation. A contract note will be issued and emailed by the next business day to the email address(es) listed above. Should the payment be received after the 1100 cut-off the Units will be issued based on the following business day's 3 pm valuation.

| Sub-Fund                        | Currency | ISIN         | Investment Amount (fill in one only) |
|---------------------------------|----------|--------------|--------------------------------------|
| Equitile Resilience Feeder Fund | GBP      | GB00BDD1KW29 | £ _____                              |
| Equitile Resilience Feeder Fund | EUR      | GB00BDD1KV12 | € _____                              |
| Equitile Resilience Feeder Fund | USD      | GB00BDD1KX36 | \$ _____                             |
| Equitile Resilience Feeder Fund | NOK      | GB00BDFLVP03 | NOK _____                            |

*How to pay for your investment*

Payments must be made by electronic transfer, in accordance with the settlement instructions stated in the Prospectus, into the account below corresponding to your currency of investment.

| GBP Beneficiary Account          |  | EUR Beneficiary Account     |  |
|----------------------------------|--|-----------------------------|--|
| Account Name:                    | HSSI FBO Equitile Subscription Account | Account Name:               | HSSI FBO Equitile Subscription Account |
| Bank:                            | HSBC Bank Plc, London                  | Bank:                       | HSBC Bank Plc, London                  |
| Account Number:                  | 76391767                               | Account Number:             | 76391775                               |
| Swift Code:                      | MIDLGB22                               | Swift Code:                 | MIDLGB22                               |
| Sort Code:                       | 40-05-15                               | Sort Code:                  | 40-05-15                               |
| IBAN:                            | GB26MIDL40051576391767                 | IBAN:                       | GB04MIDL40051576391775                 |
| USD Beneficiary Account          |  | NOK Beneficiary Account     |  |
| Correspondent Bank:              | HSBC Bank USA Inc.                     | Correspondent Bank:         | DnB NOR Bank, Oslo.                    |
| Swift:                           | MRMDUS33                               | Swift:                      | DNBANOKK                               |
| ABA Code:                        | 021001088                              |                             |  |
| Beneficiary Bank:                | HSBC Bank Plc, London                  | Beneficiary Bank:           | HSBC Bank Plc, London                  |
| Account Name:                    | HSSI FBO Equitile Subscription Account | Account Name:               | HSSI FBO Equitile Subscription Account |
| Beneficiary Bank Account Number: | 000023868                              | Beneficiary Account Number: | 76536306                               |
| Account Number:                  | 76386517                               | Swift Code:                 | MIDLGB22                               |
| Swift Code:                      | MIDLGB22                               | Sort Code:                  | 40-05-15                               |
| Sort Code:                       | 40-05-15                               | IBAN:                       | GB74MIDL40051576536306                 |
| IBAN:                            | GB59MIDL40051576386517                 |                             |  |

## Entity self-certification for FATCA and CRS

Only to be completed if the Applicant is an entity.

Under regulations of the OECD Common Reporting Standard "CRS", Equitile is obliged to collect information about each investor's tax arrangements. Please complete the sections below and provide any additional information where available. Equitile, may be legally obliged to pass this tax information on this form and any other financial information with respect to your financial accounts to HM Revenue and Customs and they may exchange this information with tax authorities of another jurisdiction(s) pursuant to intergovernmental agreements to exchange financial account information.

If you have any questions about this section of the Form or your tax residency statue, please refer to the OECD CRS Portal or speak to a tax advisor. If any of the information as declared below in this section changes, please ensure that this is notified to the Fund Administrator/Equitile immediately.

If your FATCA classification under Section 3 here is a Passive Non-Financial Foreign Entity then please complete the following Controlling Person's self-certification for each of your controlling persons.

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

### Section 1. Investor Identification:

Entity Name:

Country of Incorporation:

Registered address:

Town / City:

Postal/zip code:

Country:

### Section 2. FATCA Declaration Specified U.S. Person

Please select a., b. or c. below and complete where appropriate.

a.  The Entity is a Specified U.S. Person and the Entity's U.S. Federal Taxpayer Identifying number (U.S. TIN) is as follows:  
U.S. TIN: \_\_\_\_\_

Or

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

Or

c.  The Entity is a U.S. person but NOT a Specified U.S. Person (please 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 classification may differ from your CRS classification is Section 5).

3.1 Financial Institutions under FATCA

If the Entity is a Financial Institution, please tick one of the below categories and provide the Entity's GIIN at 3.2

|     |   |  |
|-----|---|--|
| I.  | Registered Deemed Compliant Foreign Financial Institution (Including Reporting Model 1 Financial Institution) |  |
| II. | Participating Foreign Financial Institution (Including Reporting Model 2 Financial Institution)               |  |

3.2 Please provide the Entity's Global Intermediary Identification number (GIIN) \_\_\_\_\_

3.3 If the Entity is a Financial Institution but unable to provide a GIIN, please tick 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<br>Please provide the sponsor's name and sponsor's GIIN:<br><br>Sponsor's name: _____<br>Sponsor's GIIN: _____ |  |
| II.  | Exempt Beneficial Owner   |  |
| III. | Certified Deemed Compliant Foreign Financial Institution (including a deemed complaint Financial Institution under Annex II of the Agreement)   |  |
| IV.  | Non-Participating Foreign Financial Institution   |  |
| V.   | Excepted Foreign Financial Institution  |  |

3.4 Non-Financial Institutions under FATCA:

If the Entity is not a Financial Institution, please tick one of the below categories.

|      |   |  |
|------|---|--|
| I.   | Active Non-Financial Foreign Entity   |  |
| II.  | Passive Non-Financial Foreign Entity<br>(if this box is ticked, please include self-certification forms for each of your Controlling Persons <sup>5</sup> ) |  |
| III. | Excepted Non-Financial Foreign Entity   |  |

<sup>5</sup> A controlling person is a natural person who exercises control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("NFE") then a Financial Institution must determine whether such Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" as described in Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012). Where the controlling person of an Entity by ownership is not a natural person, the controlling person would be the senior management of the Company.

Controlling Persons of a trust, means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). The settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, must always be treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust. Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust. In the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

Section 4: CRS Declaration of Tax Residency (please note that you may choose more than one country)\*

Please indicate the Entity’s country of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers (“TIN”).

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

If the Entity is not tax resident in any jurisdiction (e.g., because it is fiscally transparent), please indicate that below and provide its place of effective management or country in which its principal office is located.

| Country of tax residency | Tax ID number (TIN)* |
|--------------------------|----------------------|
|                          |                      |
|                          |                      |
|                          |                      |

Section 5: Entity’s CRS Classification\* (the information provided in this section is for CRS. Please note an Entity’s CRS classification may differ from its FATCA classification in Section 3):

For more information please see the CRS Standard and associated commentary.

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.34514>

5.1 Financial Institutions under CRS:

If the Entity is a Financial Institution, please tick one of the below categories.

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

5.2 Non financial Institutions under CRS:

If the entity is a Non-Financial Institution, please tick one of the below categories.

|      |  |  |
|------|--|--|
| I.   | Active Non-Financial Entity – a corporation the stock of which is regularly traded on an established securities market or a corporation which is related entity of such a corporation. |  |
| II.  | Active Non-Financial Entity – a Government Entity or Central Bank  |  |
| III. | Active Non-Financial Entity – an International Organisation  |  |
| IV.  | Active Non-Financial Entity – other than (I) – (III) (for example to start-up NFE or a non-profit NFE)   |  |
| V.   | Passive Non-Financial Entity (If this box is ticked, please complete a separate Individual Self-Certification Form for each of your Controlling Person(s)) <sup>6</sup>                |  |

<sup>6</sup> Please refer to the definition of Controlling person in Footnote 5.

Section 6: 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 acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

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

1: Authorised Signature(s)\*: \_\_\_\_\_

Print Name(s)\*: \_\_\_\_\_

Capacity in which declaration is made: \_\_\_\_\_

Date: DD / MM / YYYY

2: Authorised Signature(s)\*: \_\_\_\_\_

Print Name(s)\*: \_\_\_\_\_

Capacity in which declaration is made: \_\_\_\_\_

Date: DD / MM / YYYY

3: Authorised Signature(s)\*: \_\_\_\_\_

Print Name(s)\*: \_\_\_\_\_

Capacity in which declaration is made: \_\_\_\_\_

Date: DD / MM / YYYY

# Equitile Resilience Feeder Fund–Application form for Entities



## Individual / controlling person self-certification for FATCA and CRS

This section should only be completed by individual Applicants named above (on whose behalf this form is being completed by a delegated entity or a delegated individual)

and

by Controlling persons if the applicant Entity is a Passive Non-Financial Foreign Entity under Entity self-certification for FATCA & CRS sections 3.4(ii) and 5.2(v) (Please refer to footnote 5 under section 3.4(ii) for the definition of a Controlling Person).

If there are more than one individual applicants (and this form is being completed on behalf of applicant by a delegated entity);

or

there are more than one Controlling persons (in case of the applicant being an entity), please reprint these declaration pages (8 & 9) and complete for all joint investors/controlling persons.

Please complete sections 1, 2, 3 & 5. Section 4 should be completed only if the form is being completed for a Controlling Person of an Entity.

### Section 1. Investor /Controlling Person Identification:

|                      |                   |
|----------------------|-------------------|
| Name:                |                   |
| Residential address: |                   |
|                      | Town / City:      |
| Postal/zip code:     | Country:          |
| Town/city of birth:  | Country of Birth: |
| Date of birth:       |                   |

Mailing address (if different from above):

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|                  |              |
|------------------|--------------|
|                  | Town / City: |
| Postal/zip code: | Country:     |

### Section 2. FATCA Declaration of U.S. Citizenship or U.S. Residence:

FATCA Declaration of U.S. Citizenship or U.S. Residence:  
 By signing this form, I confirm that I am not a U.S. citizen and/or resident in the U.S. for tax purposes. I will notify the Fund Administrator immediately in the event I become a U.S. Person. I understand that the sub-funds are not available to U.S. citizens or persons.

If I am a U.S. Person my U.S. Tax Identification Number (TIN) is \_\_\_\_\_

### Section 3. CRS Declaration of Tax residency (please note – you may choose more than one country):

Please indicate your country of tax residence. If resident in more than one country then please detail all countries of tax residence and associates taxpayer identification numbers (TIN). Please see the CRS Portal for more information on Tax Residency.

| Country of tax residency | Tax ID number (TIN)* |
|--------------------------|----------------------|
|                          |                      |
|                          |                      |
|                          |                      |

\*Tax ID number (TIN) is required unless you are tax resident in a jurisdiction that does not issue a TIN.



Section 4. Controlling person type:

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

Section 5. FATCA and CRS Declarations and Undertakings

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

I acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into agreements to exchange financial account information. I/We undertake to advise the recipient promptly and provide an updated Self-Certification where any change in circumstance occurs which causes any of the information contained in this form to be incorrect.

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

Name of applicant / controlling person (as stated in Section 1 above): \_\_\_\_\_

Signature of the applicant/controlling person: \_\_\_\_\_

Date: DD / MM / YYYY

## *Important information*

### 1. Data Protection Statement:

Equitile and the Fund Administrator may process and hold my personal data for the purposes of providing services to the Scheme, performing its legal and regulatory obligations and conducting financial crime checks, risk management and other activities, including disclosing that data to the Scheme and to third parties and transferring them internationally, all as more fully described in the Administrator's data privacy statement, a copy of which is available at <http://www.hsbcnet.com/gbm/global-utilities/privacy-data-protection.html>. Equitile is the Data Controller for the purposes of applicable data protection laws and regulations and the Fund Administrator is the Data Processor. Details of Equitile's data protection policy are available at <http://equitile.com/regulatory-legal-information>.

### 2. Delivery versus Payment exemption:

I/we further agree, that Equitile chooses to operate under a Delivery versus Payment (Delivery versus Payment or DvP is a settlement procedure in which the buyer and the seller of an asset agree that the seller will pay the buyer upon the asset's delivery to the seller) exemption in accordance with the CASS Sourcebook. This exemption under the Rules of the Financial Conduct Authority UK, allows Equitile to not treat money as client money in the following two Delivery versus Payment situations:

- a. Where the money is received from you that relates to your subscription of Units in the Fund;
- b. Where the money is held by Equitile that relates to the redemption of your units/shares in the Fund.

In these situations, where money is not treated as client money, money is not protected. In the event that Equitile should fail, the FCA's client money distribution rules as set out in Chapter 7A of CASS (the 'Client Money Distribution Rules') will not apply to these sums and you will not be entitled to share in any distribution under the Client Money Distribution Rules in respect of these sums.

By agreeing to subscribe to any funds run by Equitile, Unitholders are agreeing for the Manager to operate under such arrangements. Should Equitile cease at any time using the Delivery versus Payment exemption, clients will be pre-notified in writing.

Where we have not paid any money belonging to you to the Depositary or to you, as the case may be, by close of business on the business day following receipt, we will stop operating under the DVP exemption for that transaction and will treat the relevant sum of money as client money for the purposes of the Client Money Rules.

In accordance with the CASS Sourcebook, Equitile is obliged to obtain Unitholder's agreement to use the Delivery versus Payment exemption within use of the Commercial Settlement Systems utilised. By subscribing to any of Equitile's funds, Unitholders and confirm agreement to the use of such systems.

- In relation to the CASS Sourcebook Equitile confirms that it will not pay any interest on any client money balances.
- In relation to the CASS Sourcebook, by agreeing to subscribe to purchase Units in any Equitile fund, Unitholders agree for Equitile and any applicable third party to establish a contractual agreement to cover the holding of client money by the third party in a client transaction account showing that it is holding the monies on behalf of Equitile's clients.

### 3. Anti-money laundering and know your customer requirements:

- I acknowledge that measures aimed at the prevention of money laundering and terrorist financing will require verification of my/our identity, address and source of funds and where applicable other persons. I further acknowledge that the Administrator reserves the right not to issue Units until the Administrator has received and is satisfied with all the information and documentation requested to verify my/our identity, address and source of funds. I acknowledge that the Administrator shall be indemnified and held harmless by me/us against any loss arising as a result of a failure to process my/our application for Units if such information and documentation as has been requested by the Administrator has not been provided by me/us.
- I acknowledge that I must disclose to Equitile and Administrator, both at the time of initial subscription into a Sub-Fund and upon any change thereafter, any unitholder or person that is or is acting, directly or indirectly for the Unitholder, who is a politically exposed person ("PEP"), and immediate family members, and close associates of such persons.
- I acknowledge that Equitile or the Administrator also reserves the right to refuse to make any redemption payment if any of the Directors of Equitile or the Administrator suspects or is advised that the payment of any redemption to such Unitholder might result in a breach or violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by Equitile, its Directors or the Administrator with any such laws or regulations in any relevant jurisdiction.

## Equitile Resilience Feeder Fund–Application form for Entities



- I understand and agree that Equitile prohibits the investment of funds by any person that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as amended from time to time or named on the list of prohibited countries,

territories, entities and individuals in the Official Journal of the European Union, or (iii), for a shell bank (such persons or entities in (i) - (iii) are collectively referred to as "Prohibited Persons").

- I understand and agree that Equitile further prohibits the investment of funds by any PEP and immediate family members, and close associates of such persons, unless Equitile, in conjunction with the Administrator, after being specifically notified by me/us in writing that I am such a person, conducts further due diligence, and determines that such investment shall be permitted.
- If any of the foregoing representations, warranties or covenants ceases to be true or if Equitile and/or Administrator no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, Equitile and / or Administrator may be obligated to freeze my/our investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or my/our investment may immediately be redeemed by Equitile, and Equitile and / or the Administrator may also be required to report such action and to disclose my/our identity to OFAC or other authority. In the event that Equitile and /or the Administrator is required to take any of the foregoing actions, I understand and agree that I shall have no claim against Equitile, the Administrator, and their respective affiliates, directors, members, partners, unitholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.
- I understand and agree that any redemption proceeds paid to me/us will only be paid to the account of record. Furthermore, I understand and agree that any redemption proceeds paid to me/us will only be paid to a bank account in my/our name and with a recognised financial institution.
- I agree to indemnify and hold harmless Equitile, the Administrator, and their respective affiliates, directors, members, partners, unitholders, officers, employees and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this section.
- I acknowledge that the Administrator in its absolute discretion reserves the right to request from the applicant any such other or additional documentation from that outlined in this form when it deems it appropriate to do so to enable the Administrator to determine the applicant's compliance with applicable regulatory requirements or the applicant's anti-money laundering and terrorist financing verification status on a risk sensitive basis and the applicant shall provide to the Administrator from time to time such information as may reasonably be requested.

#### 4. Other warranties

- I, warrant that I have the right and authority to make the investment pursuant to this Form and that I are/will not be in breach of any laws or regulations of any competent jurisdiction and I hereby indemnify Equitile, the Depository, the Administrator and other unitholders for any loss suffered by them as a result of this warranty/representation not being true in every respect. I, hereby confirm that Equitile, its Directors and the Administrator are each authorised and instructed to accept and execute any instructions including subscription and/or redemption instructions, instructions relating to payment of redemption proceeds, given by me/us by facsimile.
- I acknowledge that facsimile instructions are not a secure means of communication, and I am aware of the risks involved. I hereby indemnify Equitile, its Directors and the Administrator and agree to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of any of them acting on facsimile instructions. Equitile, its Directors and the Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument reasonably believed, in good faith, to be genuine or to be signed by properly authorised persons. I acknowledge that if I request the Administrator to pay redemption proceeds to an account or bank the details of which differ from those held on file I / we understand that payment cannot be effected until such time as an original instruction requesting this change is forwarded by me to the Administrator, together with any other documentation required by the Administrator, including that required for anti-money laundering purposes.
- Similarly, I understand that while an initial application will be actioned upon receipt of a facsimile I undertake to confirm this by forwarding an original copy of the completed application form used on initial subscription. I acknowledge that

redemption proceeds may not be paid out until the original of the application form used on initial subscription together with all documentation required have been received by the Administrator.

- I, understand that Equitile’s fees will be charged at the ACS Scheme level and to that effect have read and understood the Appendix 6 of the Equitile Resilience Fund Equitile Investments ACS Prospectus, titled ‘Fees Payable to the ACS Manager’.
- I, apply to be entered in the Register of the Unitholders as the holder/holders of the Units issued in relation to this application.
- I, hereby acknowledge that by signing and submitting this Application Form, I will be applying irrevocably for Units in the Sub-Fund(s) and agree to be bound by the terms of the Prospectus and this form (which I have read in full and understood).
- In the event that I send subsequent applications, redemptions and instructions electronically and in respect of electronic communication issued to us by the Administrator:
  - a. I hereby consent to delivery of notices, communications and reports by the Administrator to the email address(s) provided in this Application Form or as subsequently notified to the Administrator in accordance with the authentication procedures of the Administrator.
  - b. I acknowledge that electronic communications whether by email, SWIFT messaging or other electronic means may be an unsafe method of communication and may be lost, subject to delays, interference by third parties, viruses and their confidentiality, security and integrity cannot be guaranteed. Further, I acknowledge that electronic communications cannot be guaranteed to be error-free.
  - c. I hereby confirm that I will not hold Equitile, any of its Directors, the Administrator and the Depository or any of their directors, officers, employees or agents liable now or at any time for any damage, financial or otherwise which I may suffer as a result of any interception or breach of confidentiality or integrity or as a result of any delays, inaccuracy, imperfection, lack of quality, ineffective transmission, viruses, alteration or distortion howsoever arising affecting such electronic communication, except where the foregoing has arisen directly or indirectly out of negligence fraud or wilful default.
  - d. I confirm that I, shall use all reasonable endeavours not to send or transmit or arrange for any sending or transmitting on our behalf, any electronic communication which contains a virus or other media damaging to your property or computer systems or which may be defamatory, libellous, slanderous, obscene, abusive, offensive, menacing or immoral and will abide with all relevant laws and regulations and international conventions or treaties governing the content of and the transmission of such electronic communications.
  - e. In the event that I am unable to send you instructions by electronic transmission due to either a failure in or shutdown of my/our or the Administrators’ or other relevant parties internet system whether temporary or otherwise, I will send you instructions by facsimile.
  - f. Equitile, the Administrator and the Depository may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction, electronic instructions, electronic subscriptions and redemptions or other instrument believed, in good faith, to be genuine.
  - g. The losses contemplated by the parties as recoverable pursuant to this application for Units in the Scheme do not include loss of profit, loss of goodwill, loss of business or business opportunity, loss or corruption of data or information, or special, indirect or consequential damage or loss.
- I, agree to provide the representations in this Application Form to Equitile on an annual basis at the request of the Administrator or Equitile and at such other times as the Administrator or Equitile may reasonably request and to provide on request such certificates, documents or other evidence as Equitile may reasonably require to substantiate such representations.
- I, agree to notify Equitile immediately if I become aware that any of the representations is/are no longer accurate and complete in all respects and, if deemed necessary by Equitile at its absolute discretion, agree immediately to sell or to tender to Equitile for redemption a sufficient number of Units to allow the representation to be made.

I/we declare that I am/we are applying for the Units on my/our own behalf and that I/we are entitled to the Units in respect of which this declaration is hereby made:

I/we declare that I am/we are applying for the Units on behalf of the above stated applicant (entity or individual) in respect of which this declaration is hereby made:

- I/we declare that the information contained in this form is, to the best of my/our knowledge and belief, accurate and complete.
- Payment has been made in accordance the terms stated above.
- I/we accept that, in accordance with the anti-money laundering regulations, the Fund Administrator/Equitile may require additional documents and disclosures.
- I/we/it am/are/is not a U.S. Person (U.S. tax resident or a U.S. citizen) and understand that this Fund is not available to a U.S. Person. Should there be a change in my status, I/we will notify the Fund Administrator/Equitile immediately.
- I/we declare that the below detailed Self-Certification for FATCA and CRS disclose the correct status(es) of my/our /its tax residency. Should this change, I will notify the Fund Administrator/Equitile immediately.
- I/we have received and read a copy of the Key Investor Information Document and all other relevant documents, including the Prospectus, annual audited and interim unaudited reports and accounts. I/we acknowledge, that these documents are published by Equitile on their website, and that I/we can obtain a copy on [www.equitile.com](http://www.equitile.com) or by writing to Equitile at [info@equitile.com](mailto:info@equitile.com) and any further investment I make into the Fund can be made on this basis.
- Equitile will hold or process any personal information provided by me/us in accordance with applicable data protection law and will ensure that my/our data is processed with appropriate levels of security and care. I acknowledge that I have read Equitile’s data protection policy available at <http://equitile.com/regulatory-legal-information> and understand how my/our personal data is/will be processed. If I/we do not agree to our personal data being processed for the purpose of this application, I/we will not invest in Equitile.
- Please tick the appropriate box if you wish to receive marketing communications from Equitile
  - Yes
  - No

*Signatures*

*Applicants MUST sign and date this form below for the application to be valid. The Investment Manager or Fund Administrator will only accept written instructions from the individuals identified below. The signatures confirm that I/we have read, understood and I/we agree with the terms and conditions as outlined in this Form.*

Name of Applicant: \_\_\_\_\_

(Authorised) Signature: \_\_\_\_\_ Date: DD / MM / YYYY

Name of Second Applicant (if applicable): \_\_\_\_\_

(Authorised) Signature: \_\_\_\_\_ Date: DD / MM / YYYY