

Equitile Resilience Fund-Application form for U.K. Individuals



This application form is for the individuals who are tax residents of the UK only and are investing directly into the Sterling class of the Fund. If you would like to invest in another currency, are a tax resident of more than one jurisdiction, investing on behalf of another person or an organisation, please complete the general application form which can be found at www.equitile.com

Shareholder Services Department,
Equitile Resilience 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: equitile.investments@hsbc.com & 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

Title: Mr / Mrs / Ms Other _____ Name: _____

Permanent Address: _____

_____ Post Code: _____ Country: _____

Date of Birth: DD / MM / YYYY Country of Birth: _____ Town/City of Birth: _____

Country of Tax Residence: _____ Tax Identification Number (UTR): _____

Email Address¹: _____ Telephone²: (____) _____

Joint Investor Details (Where applicable)

Title: Mr / Mrs / Ms Other _____ Name: _____

Address (if different from above): _____

_____ Post Code: _____ Country: _____

Date of Birth: DD / MM / YYYY Country of Birth: _____ Town/City of Birth: _____

Country of Tax Residence: _____ Tax Identification Number (UTR): _____

Email Address: _____ Telephone: (____) _____

By signing this form, I/we confirm that I/we am/are tax resident(s) of the U.K. only and should my/our tax residency status change or if I become a tax resident of another jurisdiction, I will notify the Fund Administrator/Equitile immediately, and complete the necessary self-certification. I understand that this sub-fund is not available to individuals who are a U.S. Person i.e., a U.S. citizen or a U.S. resident for tax purposes.

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

Additional contact name (optional)³: _____

Email Address: _____

Telephone: _____ Fax: _____

¹ 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.

² Please include the country code

³ If you would like an additional contact to receive the contract note and your monthly statements, please enter details here.

Your Bank Account Details

I/we understand that redemption proceeds will be remitted to the bank details provided below by me and the redemption will be made in the designated currency of the share class in which I am invested. I 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.

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
Equitile Resilience Fund	GBP	GB00BDD1KW29	£ _____

How to pay for your investment

Payments must be made by electronic transfer, in accordance with the settlement instructions stated hereinabove, into the account below in GBP.

GBP Beneficiary Account	
Account Name:	Equitile Subscriptions Account
Bank:	HSBC Bank Plc, London
Account Number:	76391767
Swift Code:	MIDLGB22
Sort Code:	40-05-15
IBAN:	GB26MIDL40051576391767

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.
- 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 Depositary, 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 by applying irrevocably for Units in the Fund 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. 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 are 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/we am/are over 18 years of age.
- 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, Equitile may require additional documents and disclosures.
- I/we are 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 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 or by writing to Equitile at 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: _____

Signature: _____ Date: DD / MM / YYYY

Name of Second Applicant (if applicable): _____

Signature: _____ Date: DD / MM / YYYY