

Fund Account Application - Legal Entities

1. Company Details

Name of the company: _____

Registration number: _____

Registered address of legal entity: _____

Postal Code: _____ City: _____

Country of domicile: _____

Phone (office): _____ Mobile Phone: _____ Fax: _____

Country: _____

E-mail address: _____

Contact person: _____

Correspondence address (*if other than the above*): _____

Postal Code: _____ City: _____

Country: _____

If you are not regulated by the relevant supervisory authority of the financial sector in a FATF member state, please attach the following documentation to this application:

1. An original or certified copy of your **authorised signatory list**
2. Certified copies of the **ID or passport** of the persons included in your authorised signatory list with powers to transact the account
3. Originals or certified copies of the **latest version of the statutes, memorandum and articles of association, trust instrument or equivalent constitutive documents**;
4. Originals or certified copies of an **extract from the trade register** (not more than three (3) months old)
5. Originals or certified copies of the **latest audited financial accounts and report**
6. Identification documents of shareholders and Beneficial Owners holding **more than 25%** of the Company's share capital

If you are regulated by the relevant supervisory authority of the financial sector in a FATF member state and act on your own behalf, please attach the following documentation to this application:

1. Proof of regulation;
2. A duly certified current and dated list on company letterhead of all authorized signatories or officially published booklet of authorized signatories (there is no certification required for this booklet).

Certification should be provided by a Bank branch office, one of the leading audit firms, an embassy/consulate, notary, trade registry, court of competent jurisdiction or any other authority empowered to certify documents within the territory of residence as recognised by SEB. The stamp of the certifying institution must be clearly affixed to each copy of the documents.

Subscriptions, other transactions in Shares or Units, and any accounts opened may be suspended until SEB is satisfied that the identification requirements under Luxembourg law have been fulfilled.

SEB Fund Services S.A.

Corporate Identity Number: B44726. V.A.T. Number: LU20394546. Registered Office: Howald.
A subsidiary of Skandinaviska Enskilda Banken AB



2. Economic background and the origin of the funds invested

With reference to CSSF Circular 2005/211 on Anti-money laundering and terrorist financing, we need to establish the **economic background** of the institution and investment including the **economic origin of the funds** you will deposit on your account, before the account can be opened.

In case the statutes of your company do not disclose in what line of business your company operates, please provide us with a short description.

In case the money you intend to deposit in the account are not a part of your company's ordinary income, please indicate how you came into possession of the money.

3. Purpose of the account to be opened:

☐ Investment ☐ Other, please specify _____

4. What is your planned frequency of transactions? (daily, weekly, monthly, etc.)

5. Which of the below amounts best describes your future average amount per investment?

☐ Up to EUR 100,000 ☐ Up to EUR 250,000 ☐ Up to EUR 500,000 ☐ Over EUR 500,000

6. Ultimate Beneficial Ownership Declaration (if applicable)

In accordance with the Luxembourg law and regulations regarding the prevention of money laundering, we undertake to inform SEB of the identity of the beneficial owner of the units/shares purchased now and in the future in the funds covered under this application form.

We hereby declare that the beneficial owner of the units/shares is/are:

1. Name: _____ Last name: _____

Date of birth: _____ Nationality: _____

Legal residence address: _____

Post code: _____ City: _____ Country: _____

2. Name: _____ Last name: _____

Date of birth: _____ Nationality: _____

Legal residence address: _____

Post code: _____ City: _____ Country: _____

If the Investor is not the ultimate economic beneficiary of the money invested, the certified identification documentation of the ultimate economic beneficiary must also be provided. If the Investor and/or the ultimate economic beneficiary is a private company, partnership, trust or equivalent vehicle, the identification documentation of the underlying shareholder, trustee, nominee, director, fiduciary or other beneficiary is also be required.

Additional documentation may be required for anti-money laundering compliance purposes.

7. Standard Payment Instructions (for future redemptions and dividends)

Currency: _____ Fund account holder's name: _____

IBAN or Account number: _____

Reference: _____

Name of beneficiary's bank: _____ SWIFT or ABA: _____

If applicable intermediary bank's name: _____

Intermediary bank's SWIFT or ABA: _____

Currency: _____ Fund account holder's name: _____

IBAN or Account number: _____

Reference: _____

Name of beneficiary's bank: _____ SWIFT or ABA: _____

If applicable intermediary bank's name: _____

Intermediary bank's SWIFT or ABA: _____

8. Dividends

Please indicate if you would like your dividends (if applicable) to be reinvested or not. Please note: In case you do not tick any of the boxes below, your dividends will be paid. Dividends will be paid out to the account you have indicated to us under Standard Payment Instructions above.

☐ Reinvestment of dividends

☐ Payment of dividends

9. Consent to Data Exchange

Authorisation:

We consent to the processing of our personal data as outlined in Clause 8 of the Terms and Conditions.

If you wish, you may have a copy of the personal data held in relation to you. If any of your personal data is found to be incorrect you have the right to request that it be amended, updated or deleted as appropriate. In certain circumstances you may also have the right to object to the processing of your personal data and request the erasure, blocking or action to ensure the anonymity of your personal data and have confirmation that any such actions involving your personal data have been communicated to anyone to whom it has been disclosed. Unless otherwise indicated, the personal data you supply is necessary to enable SEB to provide the requested services. Failure to provide requested information may mean that we are unable to provide the service you require.

If you object to the disclosure of your data pursuant to Clause 8 of the Terms and Conditions, please write within eight (8) days by registered mail to SEB Fund Services S.A., c/o European Fund Administration S.A., P.O.Box 1725, L-1017 Luxembourg.

The representatives of the Legal Entity hereby certify and confirm that the foregoing indications are true and complete. Furthermore, the undersigned undertake to notify SEB of any change whatever to the information given above.

We declare being the Beneficial Owner of the money invested and commit ourselves to inform SEB of any change in beneficial ownership that might occur in the future.

We confirm having received and read and we hereby agree to the Terms and Conditions, which shall govern the business relationship with you.

We specifically acknowledge having read and understood Article 12 of the Terms and Conditions contained herein.

Place, date

Signature of Legal Representatives

1. _____

2. _____

Place, date

Signature of the Beneficial Owner (if applicable)

1. _____

2. _____

Please note:

Queries can be sent to register.customer.service@efa.eu or addressed via telephone to +352 48 4880 9001. When you have completed the application form, please send it by fax to +352 48 6561 8002 **and send the originals** to European Fund Administration S.A., P.O. Box 1725, L- 1017 Luxembourg.

Terms and Conditions

1. Scope of Terms and Conditions

- 1.1 These Terms and Conditions relate to the holding of and transactions in Shares of the Funds by the Investor.
- 1.2 By applying for Shares/ Units the Investor agrees to be bound by these Terms and Conditions, the Prospectus together with any applicable offering document and the Constitutive Documents of the Funds. The Investor may at any time request from SEB or its financial adviser free of charge the most recent Prospectuses, full and simplified if applicable, together with any applicable offering document, copies of the Constitutive Documents of the Funds and the latest reports and accounts of the Funds.
- 1.3 SEB reserves the right to reject either in whole or in part any application for and transactions in Shares/Units which are not fully supported by any documents and information requested by SEB, payment with good value or for any other reason at SEB's absolute discretion.

2. Definitions

"Application Form" means this application form completed by an Investor in connection with his or her subscription for Shares/Units .

"Constitutive Documents" means the Articles of Incorporation or the Management Regulations (as the case may be) issued by or in respect of each Fund, as amended from time to time.

"FATF" means the Financial Action Task Force (also referred to as "Groupe d'Action Financière Internationale" or "GAFI").

"Fund" or "Funds" means the collective investment schemes of which SEB Fund Services S.A. is appointed as Central Administrator and / or Luxembourg Fund Management Company.

"Investor" means a subscriber for Shares or Units subject as counterpart to these Terms & Conditions.

"SEB Group" means SEB Fund Services S.A. and any other companies associated and/or affiliated with SEB group of companies engaged in the marketing, distribution and/or administration of Funds as the context requires.

"SEB" means SEB Fund Services S.A.

"Prospectus" means the prospectus(es) issued by or in respect of each Fund, as amended from time to time.

"Shares" means shares or units of any Fund.

3. Details of the Investor

3.1. Proof of identity and source of funds

- a) An individual must attach with this Application Form a certified copy of either his or her passport or official identity card. If the individual has neither a passport nor an official identity card, a driving licence (including photo ID) is sufficient ("certified" and the process of certification is further described in (d) below).

For EU Savings Tax purposes, please note:

- i) If the residence address is not shown on the passport, identity card or driving licence, the signed Application Form will constitute proof of residence address;
 - ii) Investors who claim residence outside the EU, but who have attached a passport or identity card issued by an EU State, will be treated as tax resident in that EU state, unless the Investor produces a tax residence certificate issued by their relevant competent tax authority.
- b) If the Investor is a company, partnership, trust or association, this Application Form must be accompanied by (i) the original or a certified copy of the authorised signatory list; and (ii) the originals or certified copies of any two of the following documents:
 - the statutes, memorandum and articles of association, trust instrument or equivalent constitutive documents;
 - an extract from the trade register;
 - the latest audited accounts and report.
 - c) If the Investor under either Clause (a) or (b) above is not the ultimate economic beneficiary of the moneys invested, the identification documentation of the ultimate economic beneficiary shall also be provided.
 - d) Certification should be provided by an Bank branch office, one of the leading audit firms, an embassy/consulate, notary, trade registry, court of competent jurisdiction or any other authority empowered to certify documents as recognised by SEB. The stamp of the certifying institution must be clearly affixed to the copy of the documents.
 - e) In all cases SEB reserves the right to request additional information and documentation including translations and certifications of such documents.
 - f) Subscriptions, other transactions in Shares, and any accounts opened may be suspended until SEB is satisfied that the identification requirements under Luxembourg law have been fulfilled.
 - g) If this Application Form is signed by the Investor's financial adviser, either a copy of the discretionary agreement

with the Investor, or a copy of the power of attorney in favour of the financial adviser must be provided

4. Restrictions on sale

4.1. The Shares in the Funds are not available to or for the benefit of US Persons, as defined in the Prospectus. Therefore the Investor hereby represents that:

- (a) (i) the Investor is not a US Person (as defined in the Prospectus) and is not acquiring shares on behalf of or for the benefit of a US Person or (ii) if the Investor is a US Person, he is acquiring Fund shares as a fiduciary or dealer for the benefit of its customers who are neither US Persons nor estates or trusts and will not solicit such customers to transact in Fund shares when physically present in the US.
- (b) subscription amounts used to purchase Fund shares will not be obtained from US Persons primarily for the purpose of investing in the Fund.
- (c) the Investor is not a foreign partnership, corporation or similar entity formed by a US Person primarily for the purpose of investing in securities not registered under US Federal securities law and will not acquire shares of the Fund on behalf of such entities
- (d) the Investor is not an applicant that would be prohibited by applicable law to own or hold shares of the Fund.

4.2 The Investor represents and warrants that he shall not subscribe for Shares/Units of a Fund in breach of any applicable restrictions and the Investor shall comply at all times with all applicable laws, regulations, by-laws and rules in the performance of its function under these Terms and Conditions.

5. Notices and instructions

- 5.1 All notices, contract notes, transfer reports, statements and other documents and communications sent from or to the Investor will be at the risk of the Investor. Any document shall be deemed to have been duly served on or received by the Investor as follows: if it is sent by mail, on the fifth business day following dispatch; if sent by facsimile or other electronic means, immediately following a confirmatory receipt of transmission; or if it is delivered by hand to the registered address of the Investor or at such other address as is notified by the Investor to SEB in writing.
- 5.2 Instructions will only be accepted during the normal business hours of SEB; the execution of instructions shall only be done within the time needed for the completion of SEB's verification and processing procedure, provided however that the terms of the Prospectuses are complied with.
- 5.3 The Investor may, upon approval by SEB, give subsequent

instructions at his own risk either by letter or facsimile. Payment should normally be made in the currency of the relevant class of shares/Units. However, a currency exchange service may be provided by SEB on behalf of and at the cost of the Investor.

- 5.4 If, upon the request of the Investor, SEB executes facsimile instructions, it is explicitly agreed that the contract notes of SEB conclusively prove that the transactions mentioned thereon have been fulfilled in accordance with such orders given by the Investor. The Investor assumes all risks, particularly those arising from errors in communication or comprehension including errors as to the identity of the Investor, resulting from the use of such means of communication and relieves SEB from any and all responsibility in this respect.
- 5.5 The Investor agrees that telephone conversations may be recorded by SEB. The records may be used in court or other legal proceedings with the same value in evidence as a written document.
- 5.6 SEB shall not be liable for the fraudulent use by a third party of the signature of the Investor, whether such signature be authentic or forged. Should SEB not identify the fraudulent use of the authentic or forged signature of the Investor on documents, and effect transactions on the basis of such documents, it shall, except in cases of gross negligence in the verification of any such document, be released from its obligation to refund to the Investor the assets, which were disposed of by the fraudulent use of such documents. SEB shall, in such circumstances, be considered as having made a valid payment, as if it had received proper instructions from the Investor.

6. Subscription details, confirmation, contract notes

- 6.1 Upon receipt of a fully and correctly completed Application Form, supported by all documents and information requested by SEB and of payment with good value as outlined in the offering documentation, if applicable, a contract note shall be dispatched to the Investor by SEB. If the Investor does not receive a contract note due to the deal not having been placed by SEB and SEB is not informed within seven (7) business days, then the deal will be placed on the date of re-notification.
- 6.2 In the event that there are any errors in any contract note or statement of account, unless the Investor notifies such error in writing to SEB within seven (7) business days of the dispatch of the contract note, or in the case of a statement of account within thirty (30) days of issue, the application or other transaction shall be deemed to be binding and the Investor shall be deemed to have waived any right to raise objections or pursue any remedies against SEB.

7. Warranties, indemnities and liabilities

- 7.1 The Investor shall inform himself or herself and be solely responsible for complying with all the relevant legal, tax and exchange control regulations in force in his or her country of citizenship, residence or domicile.
- 7.2 The Investor acknowledges and agrees that any cash received and held by SEB shall not bear any interest.
- 7.3 The Investor agrees to indemnify the Fund, its agents and SEB upon first demand against any losses, costs and expenses (including interest calculated at SEB Base rate plus 2% or such other rate as may be communicated to the Investor from time to time, transaction charges and any other charges attributable to the late settlement of any purchase transactions) arising from any misrepresentation under the declarations of the Application Form or any breach of obligations of the Terms and Conditions in relation to its subscription for Shares in the Fund unless such losses are due to the wilful default or negligence of the Fund or its agents.
- 7.4 The Investor represents that it will notify SEB forthwith where any of the declarations contained in these Terms and Conditions are no longer accurate or complete in all respects.

8. Confidentiality and personal data

- 8.1 Except as otherwise provided below, SEB and the Investor agree not to divulge any confidential information provided to each other unless required by law or regulation.
- 8.2 The personal data supplied by the Investor to SEB will be processed for the following purposes (i) confirming the identity of the Investor (as well as the ultimate economic beneficiary, if different), (ii) administering the Investor's account, (iii) undertaking credit assessments and statistical analyses (including behavioural analyses) (iv) providing the Investor with information concerning products and services which may be of interest and (v) compliance with applicable legal and regulatory requirements.
- 8.3 The Investor agrees that personal data supplied to SEB may be disclosed (i) to any member of the SEB Group and other parties which intervene in the process of the business relationship (e.g. external processing centres, dispatch or payment agents) including companies based in countries where data protection laws might not exist or be of a lower standard than the EU) or (ii) when required by any law or regulation (Luxembourg or otherwise).
- 8.4 Microfiches, microfilms or computerised registrations effected by SEB on the basis of original documents shall constitute prima facie evidence and shall have the same value in evidence as an original written document.

9. Amendments

These Terms and Conditions together with the Prospectus, any applicable local offering document and the Constitutive Documents of the Funds constitute the entire agreement between SEB and the Investor with respect to the subject matter hereof and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. SEB reserves the right at any time to vary these Terms and Conditions, subject to the following provisos:

- (a) Orders received by SEB before any amendment comes into force shall remain unaffected.
- (b) The Investor shall be advised in writing of all amendments to these Terms and Conditions. In the event that the Investor does not raise any objection in writing within one (1) calendar month after being advised of them, the amendments shall be deemed to have been approved by the Investor.
- (c) Amendments required by any relevant law, rule, code or regulation shall be applicable forthwith upon becoming effective.

10. Miscellaneous

- 10.1 If any provision of these Terms and Conditions is invalid or unenforceable in any jurisdiction, this shall not affect the validity or enforceability of the remaining Terms and Conditions in that jurisdiction or affect the validity or enforceability of these Terms and Conditions in any other jurisdiction. The invalid or unenforceable Terms and Conditions shall be deemed to have been replaced by Terms and Conditions corresponding in sense.
- 10.2 Throughout these Terms and Conditions, the singular shall include the plural and vice versa and either gender shall include the other, except where the context plainly requires otherwise.
- 10.3 Headings are used for reference only and will not affect the interpretation. The provisions of any schedule or supplemental agreement attached hereto shall apply as if incorporated in these Terms and Conditions.

11. Applicable law

The Laws of the Grand Duchy of Luxembourg shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg.

12. MIFID Directives

According to the law within the European Union (EU) and the European Economic Area (EEA), all clients purchasing services related to financial instruments shall be placed

into one of three categories. The purpose of this exercise is to enable the institution to afford its clients the appropriate level of investor protection required by law, as dictated by the situation and the particular needs of the client. Private individuals and companies without extensive knowledge and experience are classified as "Non-Professional Clients". "Professional Clients" which are because of their experience and knowledge of operating in financial markets, afforded less protection than Non-Professional Clients. This experience and knowledge is defined by the Investor meeting at least two of the following conditions:

- frequently carries out transactions;
- has a large portfolio;
- has worked in the field of investment services.

"Eligible Counterparties" is a sub-category of Professional Clients, which is afforded the least protection - examples of Eligible Counterparties are banks, central banks, governmental authorities and supranational financial bodies. A "Non-Professional" client will receive the highest level of protection, including provision of information regarding financial instruments and their risks, costs and other trading fees. Before providing a Non-Professional Client with services other than portfolio management and investment advice, the Institution will seek information in order to enable the client to assess the appropriateness of the service for the client, having regard for both the client's knowledge and experience of the relevant products and the client's awareness of any risks associated with it.

We request and accept to be treated as a professional client for this transaction. By signing this form we hereby state that we have taken part of the institution's information regarding client categorization above and that we, as categorized as a professional client, are aware that we will lose some protections and investor compensation rights.

We confirm that we have the financial experience and knowledge regarding this transaction and have made our own investment decisions and understand the risks involved. We acknowledge that SEB will not make any further assessment of our situation and circumstance to justify this decision.

We confirm that for all present and future investments covered by this Application Form we have chosen to contact SEB to carry out the transaction and that this contact is not a result of any advice or personalized approach by SEB to us with the intention to influence us in respect of a specific product or transaction.