

Fund Account Application - Nominees

1. Nominee Account Holder

Only for entities regulated by a supervisory authority of the financial sector in a FATF member country

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: _____

Additional documentation is required as follows:

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).

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. 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: _____

3. 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**

The representatives of the Nominee hereby certifies and confirms that the foregoing indications are true and complete. Furthermore, the undersigned undertakes to notify SEB of any change whatever to the information given above.

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

Place, date

Signature of Legal Representatives

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 Nominee.
- 1.2 By applying for Shares/ Units the Nominee 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 Nominee 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 the the Nominee in connection with the subscription for Shares.

"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 the beneficial owner on behalf of which the Nominee subscribes or redeems for Shares.

"Nominee" means the regulated legal entity that holds and transacts in Shares of the Funds on behalf of the Investor under these Terms and 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. Restrictions on sale

- 3.1. The Shares in the Funds are not available to or for the benefit of US Persons, as defined in the Prospectus. Therefore the Nominee 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 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 Shares when physically present in the US.
 - (b) subscription amounts used to purchase 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.
- 3.2 The Investor represents and warrants that he shall not subscribe for Shares 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.

4. Notices and instructions

- 4.1 All notices, contract notes, transfer reports, statements and other documents and communications sent from or to the Nominee will be at the risk of the Nominee. Any document shall be deemed to have been duly served on or received by the Nominee 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 Nominee or at such other address as is notified by the Nominee to SEB in writing.
- 4.2 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.

- 4.3 The Nominee 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. However, a currency exchange service may be provided by SEB on behalf of and at the cost of the Nominee.
- 4.4 If, upon the request of the Nominee, 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 Nominee. The Nominee 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.
- 4.5 The Nominee 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.
- 4.6 SEB shall not be liable for the fraudulent use by a third party of the signature of the Nominee, whether such signature be authentic or forged. Should SEB not identify the fraudulent use of the authentic or forged signature of the Nominee 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 Nominee 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.

5. Subscription details, confirmation, contract notes

- 5.1 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 Nominee by SEB. If the Nominee 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.
- 5.2 In the event that there are any errors in any contract note or statement of account, unless the Nominee 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 Nominee shall be deemed to have

waived any right to raise objections or pursue any remedies against SEB.

6. Warranties, indemnities and liabilities

- 6.1 The Nominee shall inform himself 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.
- 6.2 The Nominee acknowledges and agrees that any cash received and held by SEB shall not bear any interest.
- 6.3 The Nominee 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 Nominee 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.
- 6.4 The Nominee 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.

7. Confidentiality and personal data

- 7.1 Except as otherwise provided below, SEB and the Nominee agree not to divulge any confidential information provided to each other unless required by law or regulation.
- 7.2 The personal data supplied by the Nominee to SEB will be processed for the following purposes (i) confirming the identity of the Nominee (as well as the ultimate economic beneficiary, if different), (ii) administering the Nominee's account, (iii) undertaking credit assessments and statistical analyses (including behavioural analyses) (iv) providing the Nominee with information concerning products and services which may be of interest and (v) compliance with applicable legal and regulatory requirements.
- 7.3 The Nominee 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).
- 7.4 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.

11. MIFID Directives

The Nominee confirms its status as Eligible Counterparty under the Market in Financial Instruments Directive.

8. 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 Nominee 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 Nominee shall be advised in writing of all amendments to these Terms and Conditions. In the event that the Nominee 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 Nominee.
- (c) Amendments required by any relevant law, rule, code or regulation shall be applicable forthwith upon becoming effective.

9. Miscellaneous

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. 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.