

# **INVESTOR APPLICATION FORM**

(Not for use by residents of the United States of America)

Administrator: Waystone Fund Administrators (IE) Limited

4<sup>th</sup> Floor, 35 Shelbourne Road, Ballsbridge, Dublin 4, D04 A4E0, Ireland.

Phone: +353 1400 5300 Fax: +353 1400 5350

Email: wfs-dublinta@waystone.com

Hours of Operation: 08:00 a.m. – 05:00 p.m. (Irish time)

## INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM

Guinness Asset Management Funds Plc (the "Company") is an open-ended umbrella type investment company with variable capital and with segregated liability between funds. The Company has sub-funds (each a "Fund", together the "Funds") as set out in the Prospectus and Supplements.

You may buy, sell and switch shares in the Funds on a daily basis.

# First application and subsequent investments

You need to complete this Initial Application Form in full prior to your first investment in one of our Funds. This application form serves as an account opening instruction covering all of the Funds and therefore any subsequent investment in any of those Funds does not require completion of the full application form.

# **Full redemption**

If you sell all of your investments in the Funds you will need to complete a new Initial Application Form in full prior to making another investment in one of our Funds.

# How to submit this form and any supporting documentation

Your application (this "Application") to invest in Guinness Asset Management Funds plc (the "Company") should be made by sending this Application Form (the "Application Form") to the details noted on the cover page. Your application may be made (i) by mail (ii) by fax, (iii) by email or (iv) by other electronic means approved by the Company (for example, by way of an electronic messaging network for facilitating the exchange of electronic trading communications between financial organisations or other similar secure network, each a "Message Network").

Waystone Fund Administrators (IE) Limited (the "Administrator"), acting on the Company's behalf, must receive a completed Application Form together with the relevant Anti-Money Laundering documents\* for each initial subscription.

### **General instructions**

Applicants (the "Applicants") must read the Prospectus, relevant Supplement and the relevant Key Information Document ("PRIIP KID") or, for UK investors, the Key Investor Information Document ("UCITS KIID") or, for South African investors, the Minimum Disclosure Document ("SA MDD") before completing this form.

This Application Form is the property of the Company and may not be tampered with or amended without the consent of the Company. Any breach of the foregoing may render the Application void.

Waystone Fund Administrators (IE) Ltd (the "Administrator"), acting on the Company's behalf, must be sent a completed Application Form for each Share issue together with relevant Anti Money Laundering documents.

Applications accepted and received by the Administrator prior to the Dealing Deadline of 3pm Irish time for any Dealing Day will be processed on that Dealing Day. Any applications received after the Dealing Deadline for a particular Dealing Day will be processed on the following Dealing Day unless the Directors in their absolute discretion otherwise determine to accept one or more applications received after the Dealing Deadline for processing on

that Dealing Day provided that such application(s) have been received prior to the Valuation Point for the particular Dealing Day.

All initial subscriptions must be made in writing using the printed Application Form. Please write name(s) using block capitals and fill in the address as indicated. Where there are joint applicants, all correspondence will be sent to the first named applicant at that address.

Please enter all details (s) using block capitals.

Sections requiring completion	To be completed by/if	Pages(s)
Applicant Details	All Applicants	5-6
Beneficial owner Details	Not applicable to Individuals/Joint Holders	7-8
Investment Details	If trade is being placed using this form	10
Distribution Option	All Applicants	11
Source of Funds	Individuals/Joint Holders only	11
Source of Incoming Monies	All Applicants (if applicable)	11
Investor Bank Details	All Applicants	12
Declaration of Residence outside of Ireland	All Applicants (unless Irish taxable)	14
Return of Values Regulations 2013	Irish residents only	17
FATCA / CRS Certification**	All Applicants (unless previously provided)	18-23
Russian/Belarusian Certification	All Applicants	29
Signature	All Applicants	30
Appendix 2 & 2a: AML Letter	Relevant entity types only	36-39
Consent to Direct Marketing	Optional depending on preference	42

<sup>\*</sup> Anti-money Laundering documentation requirements are outlined in Appendix 1

\*\* If FATCA / CRS certification has been provided for this Fund previously this information will not be required again unless the data previously supplied is no longer accurate.

### **GENERAL INFORMATION**

The Company reserves the right to reject any application in whole or in part without giving any reason for such rejection in which event the subscription monies or any balance thereof will be returned without interest, expenses or compensation to the applicant by transfer to the applicant's designated account or by post at the applicant's risk.

If the amount paid does not correspond to a specific number of Shares, the Company will issue such number of Shares as is applicable, calculated to two decimal points.

### **CONTRACT NOTES**

It is anticipated that contract notes will normally be sent to Applicants as soon as possible, and no later than the first business day following execution. Please ensure that appropriate email contact details are provided.

**IMPORTANT:** It is the responsibility of the Applicant to check the accuracy of information provided to you in any confirmation of ownership, any valuation statements and other reports issued by, or on behalf of, the Company. You should contact the Administrator immediately if you believe the information to be incorrect. It will be assumed that you have received Contract Notes and that the details contained therein are correct unless you contact the Administrator within 24 hours of the date of issue. The Company's liability and ability to change contract notes will be restricted after this time: however, the Company reserves the right to correct errors at any time and will endeavour to ensure errors are corrected.

### **REDEMPTIONS**

Redemption requests may be submitted by way of a signed form sent to the Company at the address noted on the cover page, fax to the Company at +353 1 400 5350, written communication, by email at <a href="mailto:wfs-investordealing@waystone.com">wfs-investordealing@waystone.com</a> or by electronic means, for example by way of a Message Network, prior to the Dealing Deadline for any Dealing Day as set out in the Prospectus and/or relevant Supplement, provided that no redemption payment will be made from an investor holding until cleared funds have been received in respect of the original subscription for Shares, the subscription application form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor by the Administrator on behalf of the Company and the anti-money laundering procedures have been completed. Failure to comply with the above will result in redemption proceeds not being paid.

**Note:** Payment of redemption proceeds will <u>only</u> be made to the default account held on record by the Administrator. Requests to amend the default bank details to be used for redemption settlement <u>must</u> be communicated to the Administrator formally in writing and must be acknowledged by the Administrator.

Bank details noted on redemption dealing instructions will not be reviewed or actioned.

### **FEES AND EXPENSES**

Shareholders should note that all or part of fees and expenses including (if applicable) management fees may be charged to the capital of the relevant Fund. This will have the effect of lowering the capital value of your investment.

# **QUERIES**

All queries regarding the completion of the Application Form should be addressed to the Company c/o the Administrator and specifying the Company and the Fund to which the query relates.

The Administrator can be contacted by phone at +353 14005300 or email at wfs-dublinta@waystone.com

Terms defined in the Prospectus have the same meaning in this Application Form.

# **APPLICANT DETAILS**

The Applicant Name(s) will be the registered name as reflected on the share register.

Applicant Name:	
Applicant 2 Name (Joint Holder):	
All communications will be delivered to the <u>correspondence</u> detail	s supplied.
Applicant 1 Registered Address	
Street:	
Town/City:	
Postcode:	
Country:	
Applicant 1 Correspondence Address	
Street:	
Town/City:	
Postcode:	
Country:	
Telephone:	
Email:	
Please tick the following box if you would like your Advisor/Intermediary to re reporting relating to your account  Applicant 1 Advisor/Intermediary Details (if applicable)	eceive copies of all
Name of Advisor/Intermediary:	
Company Registration Number:	
Regulator Name (if applicable):	
Street:	
Town/City incl Postcode:	
Country:	
Telephone:	
Email:	

# **Applicant 2 Registered Address**

Applicant 2 registered Address
Street:
Town/City:
Postcode:
Country:
Applicant 2 Correspondence Address
Street:
Town/City:
Postcode:
Country:
Telephone:
Email:
Please tick the following box if you would like your Advisor/Intermediary to receive copies of all reporting relating to your account $\Box$
Applicant 2 Advisor/Intermediary Details (if applicable)
Name of Advisor/Intermediary:
Company Registration Number:
Regulator Name (if applicable):
Regulator Name (if applicable):  Street:
Street:
Street:  Town/City incl Postcode:

# **BENEFICIAL OWNER DETAILS**

Individuals and joint account holders are <u>not</u> required to complete the below section.

We confirm there is a natural person(s) who is a beneficial owner of the investor  $\Box$ 

(Please complete section 1 below of this declaration)

We confirm there is no natural person(s) who is a beneficial owner of the investor $\Box$ (Please list the senior managing official(s) in section 2 of this declaration).	
Section 1: Natural person(s) who is a beneficial owner	
BENEFICIAL OWNER 1	
Full Name:	
Identification Number:	
Place of Birth:	
Date of Birth:	
Nationality:	
Occupation:	
Registered Address:	
Ownership %:	
BENEFICIAL OWNER 2	
Full Name:	
Identification Number:	
Place of Birth:	
Date of Birth:	
Nationality:	
Occupation:	
Registered Address:	
Ownership %:	
BENEFICIAL OWNER 3	
Full Name:	
Identification Number:	
Place of Birth:	
Date of Birth:	
Nationality:	
Occupation:	
Registered Address:	
Ownership %:	

# Section 2: No Natural person(s) who is a beneficial owner of the investor (No Individual owns directly / indirectly >25%)

In the event where no natural person falls under the above scenario, the senior managing official(s) (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, or any other individual who regularly performs similar functions) of the subscribing entity will be recorded as the Beneficial Owner.

If required, please add additional natural person(s) who are beneficial owners on a separate sheet.

SENIOR MANAGING OFFICIAL 1
Full Name:
Identification Number:
Place of Birth:
Date of Birth:
Nationality:
Occupation:
Registered Address:
Ownership %:
SENIOR MANAGING OFFICIAL 2
Full Name:
Identification Number:
Place of Birth:
Date of Birth:
Nationality:
Occupation:
Registered Address:
Ownership %:
SENIOR MANAGING OFFICIAL 3
Full Name:
Identification Number:
Place of Birth:
Date of Birth:
Nationality:
Occupation:
Registered Address:
Ownership %:

### **Definition of a Beneficial Owner:**

Beneficial owner means any natural person(s) who ultimately owns or controls the customer and/or the natural person(s) on whose behalf a transaction or activity is being conducted and includes at least:

# (a) in the case of corporate entities:

The natural person(s) who ultimately owns or controls a legal entity through direct or indirect ownerships of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, (A percentage of 25% plus one share held by a natural person is stated to be evidence of direct ownership and a shareholding of over 25% held by a corporate entity under the control of a natural person(s) or by multiple corporate entities which are under the control of the same natural person(s) is stated to be an indication of indirect ownership

or controls the management of the body (directors of the entity).

# (b) in the case of trusts:

the settlor; the trustee(s); the protector, if any; any individual who is entitled to a vested interest in possession, remainder or reversion, whether or not the interest is defeasible, in the capital of the trust property (the beneficiaries); any other natural person exercising ultimate control over the trust by means of direct or indirect ownership or by other means.

(c) in the case of legal entities such as foundations, and legal arrangements similar to trusts: the natural person(s) holding equivalent or similar positions to those referred to in point (b).

### **INVESTMENT DETAILS**

FUND / CLASS NAME	CURRENCY	INVESTMENT AMOUNT	
		Value	Shares

### **Funds and share classes**

For details of the Funds and share classes available please refer to the current Prospectus.

# Note 1 – Share class requested:

Any application which does not meet the criteria for the class requested may at the discretion of the Administrator be treated as an application for the appropriate class as determined by the Administrator. Please refer to the relevant Fund Supplements for details about the different classes, including minimum investment size.

# Note 2 - Currency:

Subscription monies are payable in the currency of denomination of the relevant Share Class. If you send payment in a different currency your payment will be converted into the currency of denomination of the relevant Share Class at the rate of exchange available to the Administrator. Any cost of conversion will be deducted and the amount remaining will then be invested in Shares.

### Note 3 – Order type:

Please specify either Shares (number of shares) or Value (amount of money)

# **DISTRIBUTION OPTION**

Please tick as appropriate. reinvested.	If no selection is made all dividends will be automatically
REINVEST   (Distribution amount will be	reinvested into existing share class holding as subscription)
<b>CASH</b> ☐ (Distribution amount will be	paid out to the bank details held on file)
No dividends will be paid or	any Accumulation share classes.
	SOURCE OF FUNDS
For all subscriptions on behasubscribed into the fund usi	If of individual investors please confirm the origin of the money ng the options below:
Savings	
Employment Income	
Proceeds of Sale(s)	
Gift or Inheritance	
Company Profits	
Other (please specify)	
Occupation(s) of Applicant1	
Occupation(s) of Applicant2	
Subscription monies must of investor, the details of which be used for transferring subs	OURCE OF INCOMING MONIES  ome from a bank account in the name of the registered must be verified by the Administrator. If the bank details to scription monies are different from those listed for the olease provide the details below:
Bank Name:	
Bank Address:	
BIC/SWIFT:	
Sort Code:	
IBAN:	
Account Number:	
Account Name:	

### **INVESTOR BANK DETAILS**

All Redemption / Distribution proceeds will be paid to the account details below. <u>No third-party payments</u> will be made.

**Note:** Only one (1) set of bank details may be held on file as the default for redemption settlement. Where multiple currencies are held it should be clearly noted which accounts are to be used for each currency. All redemption proceeds will be paid to the default details held on file. Any requests to amend the default details used must be formally submitted to the Administrator in writing.

Redemption proceeds MUST be paid in the currency of denomination of the relevant Share Class. Please ensure that the bank details provided can receive payments in the relevant currency. All foreign exchange conversions are the responsibility of the investor.

# Redemption proceeds should be paid to the below details:

Bank Name:	
Bank Address:	
BIC/SWIFT:	
Sort Code:	
IBAN:	
Account Number:	
Account Name:	
Intermediary/Correspondent Bank:	
BIC/SWIFT:	
Distribution proceeds should b	e paid to the below details: [if left blank above details

# Distribution proceeds should be paid to the below details: [if left blank above details will be used]

Bank Name:	
Bank Address:	
BIC/SWIFT:	
Sort Code:	
IBAN:	
Account Number:	
Account Name:	
Intermediary/Correspondent Bank:	
BIC/SWIFT:	

ANY AMENDMENT TO THE DETAILS PROVIDED ABOVE WILL REQUIRE VERIFICATION BY THE ADMINISTRATOR PRIOR TO ACCEPTANCE. REQUESTS ADDED TO DEALING INSTRUCTIONS WILL NOT BE REVIEWED OR ACTION ON.

### **FUND SETTLEMENT DETAILS**

Payment for applications must be received in cleared funds by the Company within three days of the date of the application. The net amount received by the Company will be the amount invested, any charges associated with the payment being borne by the applicant.

Cheques are not accepted; payment should be sent by bank transfer to:

Bank	Brown Brothers Harriman & Co,		
SWIFT/BIC	BBHCUS33		
Account number	6098206		
Account name	Guinness Asset Management Funds plc		
Currency	Intermediary Bank	Account number	
US\$	Citibank N.A., New York SWIFT/BIC: CITIUS33	09250276	
£ Sterling	Barclays Bank plc SWIFT/BIC BARCGB22	Sort code 20-32-53 Account number 53623157	
Euros (SWIFT)	HSBC France SA SWIFT/BIC: CCFRFRPP	FR7630056000100010000512237	
Euros (SEPA)	HSBC France SA SWIFT/BIC: CCFRFRPP	FR7630056008290829000020183	
Chinese Yuan	HSBC Hong Kong SWIFT/BIC: HSBCHKHHHKH	002-893337-209	

Subscription monies are payable in the currency of denomination of the relevant Share Class. If you send payment in a different currency your payment will be converted into the currency of denomination of the relevant Share Class at the rate of exchange available to the Administrator. Any cost of conversion will be deducted and the amount remaining will then be invested in Shares.

### **DECLARATION OF RESIDENCE OUTSIDE OF IRELAND**

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

## Please tick one option below and sign as appropriate

### Declaration on own behalf

I/we\* declare that I am/we are\* applying for the shares on my own/our own behalf/on behalf of a company\* and that I am/we are/the company is entitled to the shares in respect of which this declaration is made and that:

- I am/we are/the company is\* not currently resident or ordinarily resident in Ireland, and
- Should I/we/the company\* become resident in Ireland I/we\* will so inform the Company, in writing, accordingly.
- \* Delete as appropriate

### Declaration as Intermediary

I/we\* declare that I am/we are\* applying for shares on behalf of persons:

- who will be beneficially entitled to the shares; and
- who, to the best of my/our\* knowledge and belief, are neither resident nor ordinarily resident in Ireland.

I/we\* also declare that:

- unless I/we\* specifically notify you to the contrary at the time of application, each application for shares made by me/us\* from the date of this application will be made on behalf of such persons; and
- I/we\* will inform you in writing if I/we\* become aware that any person on whose behalf I/we\* hold(s) shares, becomes resident in Ireland.
- \* Delete as appropriate

### **IMPORTANT NOTES**

- 1. Declarations of Residence outside of Ireland are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration.
- 2. To be valid, the Declaration of Residence outside of Ireland must be signed by the Applicant. Where there is more than one Applicant, each person must sign. If the Applicant is a company, it must be executed under seal or signed by duly authorised signatories.
- 3. If the Declaration of Residence outside of Ireland is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.
- 4. If the Applicant is an Exempt Irish Investor, it should contact the Administrator who will provide it with the appropriate declaration which must be made to confirm its status.
- 5. Definitions of an "Intermediary" and the concepts of "Residence in Ireland" and "Ordinary Residence in Ireland" are set out on the next page.

Signature / Date	Capacity of Authorised Signatory (if applicable)

In the case of joint holders, ALL Applicants must complete this declaration.

### **DEFINITIONS RELATING TO THE DECLARATION OF RESIDENCE**

### **Intermediary**

An "Intermediary" means a person who:

- carries on a business which consists of, or includes, the receipt of payments from an investment undertaking resident in the State on behalf of other persons;
- holds units in an investment undertaking on behalf of other persons.

### **Residence - Individual**

An individual will be regarded as being resident in Ireland for a tax year if he/she is present in Ireland:

- 1. for a period of at least 183 days in that tax year; or
- 2. for a period of at least 280 days in any two consecutive tax years, provided that the individual is present in Ireland for at least 31 days in each period.

In determining days present in Ireland, an individual is deemed to be present if he/she is in Ireland at any time during the day.

# **Residence - Company**

A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where:

- the company or a related company carries on a trade in Ireland, and either the company
  is ultimately controlled by persons resident in a Member State of the EU or countries
  with which Ireland has a double taxation treaty, or the company or a related company
  are quoted companies on a Recognised Exchange in the EU or in a treaty country under
  a double taxation treaty; or
- 2. the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country.

The exemption in 1 above, does not apply where it would result in an Irish incorporated company that is managed and controlled in a relevant territory (other than Ireland), but would not be resident in that relevant territory as it is not incorporated there, not being resident for tax purposes in any territory.

The Finance Act 2014 (of Ireland) amended the above residency rules for companies incorporated on or after 1 January 2015. These new residency rules will ensure that companies incorporated in Ireland and also companies not so incorporated but that are managed and controlled in Ireland, will be tax resident in Ireland except to the extent that the company in question is, by virtue of a double taxation treaty between Ireland and another country, regarded as resident in a territory other than Ireland (and thus not resident in Ireland). For companies incorporated before this date these new rules will not come into effect until 1 January 2021 (except in limited circumstances).

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and potential investors are referred to the specific legislative provisions that are contained in Section 23A of the Taxes Consolidation Act, 1997 (of Ireland), as amended.

### **Ordinary Residence - Individual**

The term "ordinary residence" as distinct from "residence", relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity.

An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2021 to 31 December 2021 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year in 1 January 2024 to 31 December 2024.

# **RETURN OF VALUES (INVESTMENT UNDERTAKINGS) REGULATIONS 2013**

The Return of Values (Investment Undertakings) Regulations 2013 (S.I. 245 of 2013) of Ireland (the "RoV Regulations") requires certain Irish investment undertakings to make annual returns to the Irish Revenue Commissioners of the value, in a tax year, of the investments held by certain unit holders.

In order to satisfy the RoV Regulations, the Company must collect the following additional information from any Applicants<sup>1</sup> which are Irish Resident or Ordinarily Resident in Ireland (that are not excepted unit holders within the meaning of the RoV Regulations):

Tax Reference Number (TRN) / PPS Number<sup>2</sup>

Furthermore, the RoV Regulations require the Company to seek appropriate documentation from the Applicant to verify the above TRN or PPS Number. Any one of the following additional documents (copy or original) is sufficient:

- · P60
- · P45
- · P21 Balancing Statement
- Payslip (where employer is identified by name or tax number)
- Drug Payment Scheme Card
- · European Health Insurance Card
- Tax Assessment
- · Tax Return Form
- PAYE Notice of Tax Credits
- Child Benefit Award Letter /Book
- Pension Book
- Social Services Card
- Public Services Card

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

Your personal information will be handled in accordance with the Company's Data Privacy Statement as provided at Appendix 4 to this Account Opening Form and in accordance with the Irish Data Protection Acts 1988 to 2003 as may be amended from time to time and the General Data Protection Regulation (EU) 2016/679 ("GDPR") as may be amended from time to time (the Irish Data Protection Acts 1988 and 2003, and the GDPR are referred to collectively as the "Data Protection Legislation") . Your information provided herein will be processed for the purposes of complying with Data Protection Legislation and this may include disclosure to the Irish Revenue Commissioners.

### Note(s):

<sup>1</sup>Where the Applicant is an intermediary and that Applicant will be or is, as applicable, the registered Shareholder, reporting obligations under the RoV Regulations may be carried out on the basis that the intermediary is the Shareholder. For these purposes, intermediary has the same meaning as in Section 739B (1) of the Taxes Consolidation Act, 1997 of Ireland, as amended, (the "Taxes Act").

<sup>2</sup>A PPS Number is required if the relevant Applicant is an individual.

# **FATCA / CRS CERTIFICATION**

Please read these instructions before completing the relevant form.

Irish tax regulations require us to collect information about each investor's tax residence status. If you have any questions about your tax residency, please contact your tax advisor. For further information please refer to the Irish Revenue website or the OECD website per the below links:

# http://www.revenue.ie/en/business/aeoi/index.html http://www.oecd.org/tax/automatic-exchange/

We are obliged under Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each account holder's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that by completing this form you are providing personal information which may constitute personal data within the meaning of the General Data Protection Regulation (697/2016/EU) (the "GDPR") and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2003. Please note that in in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an account holder's interests in the Fund, with the Irish tax authorities, the Revenue Commissioners. They may in turn exchange this information, and other financial information with foreign tax authorities, including tax authorities outside the EU.

We shall treat the information on this form as valid and correct unless we are informed of a change in circumstances relating to the account holder's tax status or other fields included on this form.

Individual investors must complete the Individual Self-Certification form and any investor which is a corporate entity, other form of legal entity or a partnership should complete the Entity Self-Certification form.

Please note that where there are joint account holders each investor is required to complete a separate self-certification form.

# **INDIVIDUAL SELF-CERTIFICATION**

All individuals must complete Sections 1, 2 and 4 in BLOCK CAPITALS. Section 3 should be completed <u>only</u> if you are completing the form as a Controlling Person of an Entity.

## **SECTION 1**

INVESTOR / CONTROLLING PERSON IDENTIFICATION			
Investor / Controlling Person Name:			
Place of Birth (town or city):			
Country of Birth:	Date of Birth:		
Residential Address:			
House Name / Number:			
Street:			
City, Town, State, Province or County:			
Postal Code:			
Country			
Mailing address (if different from above):			
House Name / Number:			
Street:			
City, Town, State, Province or County:			
Postal Code:			
Country:			

# **SECTION 2**

Please indicate all countries in which you are resident for tax purposes and the associated tax reference numbers. If you are a US citizen or resident in the United States for tax purposes, please include the United States in this table along with your US Tax Identification Number.

DECLARATION OF TAX RESIDENCY	
Country of Tax Residency (and citizenship if U.S.)	Tax ID Number/TIN

### **SECTION 3**

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

CONTROLLING PERSON TYPE - Tick as appropriate:	
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 4: DECLARATION AND UNDERTAKINGS**

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

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

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

Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	

# **ENTITY SELF-CERTIFICATION**

Please complete all sections in BLOCK CAPITALS.

	C		

_	
٦	
older is tax resident and (ii) the Account I	Holder's
• •	Holder's
• •	Holder's
each country indicated.	
Tax ID Number/TIN	

# **SECTION 4**

(i) If the Entity is a Financial Ins	stitution please tick one o	of the below categories,	and provide
the entity's Global Intermediar	y Identification number	(GIIN), if applicable.	

Irish Financial Institution or a Partner Jurisdiction Financial Institution		
Registered Deemed Compliant Foreign Financial Institution (FFI)		
Participating Foreign Financial Institution		
Non-Participating Foreign Financial Institution		
Exempt Beneficial Owner		
Deemed Compliant Foreign Financial Institution (FFI)		
Excepted Foreign Financial Institution		
Please provide the Global Intermediary Identification number (GIIN)		
(ii) If the Entity is not a Financial Institution, please confirm the Entity's FATCA sticking one of the boxes below.  Active Non-Financial Foreign Entity (incl Excepted Non-Financial Foreign Entity)	tatus by	
Passive Non-Financial Entity (if selected Section 6 must be completed)		
<b>SECTION 5</b> All entities MUST complete this section. Please tick only one box in this section		
Financial Institution (this includes Non-Reporting Financial Institutions)		
Financial Institution (this includes Non-Reporting Financial Institutions)  A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation  (ii) a Government Entity		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation  (ii) a Government Entity  (iii) an International Organisation		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation  (ii) a Government Entity  (iii) an International Organisation  (iv) Active Non-Financial Entity – other than (i)-(iii)  Passive Non-Financial Entity (if selected Section 6 must be completed)  SECTION 6  Please indicate the name of any controlling person(s) of the account holder and proindividual self-cert for each controlling person(s).		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation  (ii) a Government Entity  (iii) an International Organisation  (iv) Active Non-Financial Entity – other than (i)-(iii)  Passive Non-Financial Entity (if selected Section 6 must be completed)  SECTION 6  Please indicate the name of any controlling person(s) of the account holder and professional professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and professional section is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder and profession is a complete of the account holder an		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation  (ii) a Government Entity  (iii) an International Organisation  (iv) Active Non-Financial Entity – other than (i)-(iii)  Passive Non-Financial Entity (if selected Section 6 must be completed)  SECTION 6  Please indicate the name of any controlling person(s) of the account holder and proindividual self-cert for each controlling person(s).		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation  (ii) a Government Entity  (iii) an International Organisation  (iv) Active Non-Financial Entity – other than (i)-(iii)  Passive Non-Financial Entity (if selected Section 6 must be completed)  SECTION 6  Please indicate the name of any controlling person(s) of the account holder and proindividual self-cert for each controlling person(s).		
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)  Active Non-Financial Entity:  (i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation  (ii) a Government Entity  (iii) an International Organisation  (iv) Active Non-Financial Entity – other than (i)-(iii)  Passive Non-Financial Entity (if selected Section 6 must be completed)  SECTION 6  Please indicate the name of any controlling person(s) of the account holder and proindividual self-cert for each controlling person(s).		

### **SECTION 7: DECLARATION AND UNDERTAKINGS**

I 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 form where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	

## **DISCLOSURE STATEMENTS**

- 1. I/We acknowledge that shares in the Company are issued in the name(s) and address set out above in registered form. Proof of title is evidenced by reference to the register.
- 2. I/We, the undersigned, declare that I/we am/are over the age of 18, not a US Person as defined in the Prospectus, and that I/we am/are not acting on behalf of a US Person(s) or for the beneficial interest of a US Person(s), nor do I/we intend selling or transferring any shares which I/we may purchase to any person who is a US Person, and will promptly notify the Administrator if I/we should become a US person. I/We agree to substantiate the foregoing representation upon request to the satisfaction of the Company.
- **3.** I/We warrant that I/we have the right and authority to make the investment contemplated by this Application Form, whether the investment is my/our own or is made on behalf of another person or entity and that I/we are/will not be in breach of the Prospectus, Supplement, and/or any laws or regulations of any relevant jurisdiction.
- 4. I/We hereby confirm that the Company, the Directors,, the Manager and the Administrator acting on behalf of the Company, are each authorised and instructed to accept and execute any subsequent instructions in respect of the shares to which this Application relates given by me/us in written form, by facsimile and / or electronic dealing facilities where applicable and in the case of joint account holders which are given by such means jointly by the applicants ("Instructions"). I/We acknowledge that facsimile instructions and / or electronic dealing facilities may not be a secure means of communication, and are aware of the risks involved. I/We hereby indemnify the Company, the Directors, the Manager 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 upon my/our Instructions. The Company, the Directors, the Manager 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 believed, in good faith, to be genuine or to be signed by properly authorised persons.
- 5. I/We understand that the tax disclosures set forth in the Prospectus are of a general nature and may not cover the jurisdiction in which I am /we are subject to taxation and that the tax consequences of my/our purchase of shares depend on my/our individual circumstances.
- **6.** I am not/We are not subscribing for shares on behalf of one or more (i) employee benefit plans ("ERISA Plans") subject to Title I of United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) retirement plans covering only self-employed individuals and individual retirement accounts or otherwise defined as a "plan" in Section 4975(e)(1) of the United States Internal Revenue Code of 1986, as amended (collectively "Qualified Plans"), or (iii) entities deemed to hold the assets of an ERISA Plan or Qualified Plan.
- 7. I/We hereby undertake to observe and be bound by the provisions of the Prospectus and the Memorandum & Articles of Association of the Company and apply to be entered in the register of shareholders as the registered holder/holders of the shares issued in relation to this application.
- 8. The Applicant hereby represents that it has regular access to the internet. The Applicant acknowledges that it has been offered the choice of receiving the prospectus and Key Information Document ("PRIIP KID") or Key Investor Information Document ("UCITS KIID") or South African Minimum Disclosure Document ("SA MDD") (as appropriate) on paper and in electronic form by means of a website and hereby specifically consents to receiving the PRIIP KID or UCITS KIID or SA MDD (as appropriate) in electronic form by way of accessing the latest version of the document

online at <a href="www.guinnessgi.com">www.guinnessgi.com</a> (or such other website address as may be notified to the Applicant from time to time). The PRIIP KID, UCITS KIID and SA MDD will be available at <a href="www.guinnessgi.com/literature">www.guinnessgi.com/literature</a> and the Applicant hereby confirms that it has also been notified electronically of this website address and the place where on the website the PRIIP KID, UCITS KIID or SA MDD (as appropriate) can be accessed. The Applicant hereby acknowledges that they have received or accessed by electronic means the PRIIP KID, UCITS KIID or SA MDD (as appropriate). The Applicant also consents to it accessing the PRIIP KID, UCITS KIID or SA MDD (as appropriate) by electronic means before making any subsequent and/or future subscriptions for Shares in any share class and/or sub fund.

- 9. I/We acknowledge that the Company, the Manager and the Administrator acting on behalf of the Company and any delegate may require certain customer due diligence documentation in order to comply with all Anti-Money Laundering and Counter Financing of Terrorism regulatory and legislative requirements in force in Ireland which would include but are not limited to proof of identity of the Applicant and beneficial owner (where applicable), address and source of funds before processing applications and redemption requests, and the Company, the Manager and/or the Administrator and its delegate shall be held harmless and indemnified against any loss occurring due to the failure to process this application, if such information as has been required by the parties hereto has not been provided by me/us within the timescales provided.
- 10. I/We shall provide the Company with any additional information and documentation which it may reasonably request in connection with tax or Anti-Money Laundering and Counter Financing of Terrorism or other similar requirements in order to substantiate any representations made by me/us or otherwise and I/We authorise the Company or its delegates to disclose such information relating to this application to such persons as they consider appropriate.
- 11. I/We acknowledge and agree that, where I/we fail to meet any of the Company's verification and identification policies as applied from time to time in the Company's compliance with all applicable Anti-Money Laundering and Counter Financing of Terrorism laws and regulations imposed upon me/us, the Administrator, after notification to the Directors and the Manager where relevant, may suspend any dealings on the account in respect of my/our holding in the Company until I/we comply with such applicable verification and identification standards.
- 12. I hereby acknowledge that I have read and fully considered and understood the Prospectus, the relevant Supplement, the relevant PRIIP KID, UCITS KIID or SA MDD (as appropriate) in connection with this Application for Shares in the Company and the most recent Annual Report and Accounts of the Company and (if issued after such report and accounts) its most recent Unaudited Semi-Annual Report and that I have evaluated my investment in the Company in the light of my financial condition and resources. I confirm that I am aware of the risks involved in investing in the Company and that an inherent risk in this investment is the potential to lose all of my investment. I hereby further acknowledge that I am applying for Shares on the basis of the Prospectus, the relevant Supplement and the relevant PRIIP KID, UCITS KIID or SA MDD (as appropriate) and that I have not relied on any representations or statements made or information provided by or on behalf of the Company other than information contained in the Prospectus, the relevant Supplement and the relevant PRIIP KID, UCITS KIID or SA MDD (as appropriate).
- **13.** I/We hereby accept such lesser number of shares, if any, than may be specified above in respect of which this application/transfer may be accepted.
- 14. (In respect of Joint applicants only) We direct that on the death of one of us, the shares for which we hereby apply be held in the name of and to the order of the survivor(s) or the estate of the last remaining survivor. I/We acknowledge and agree that in the event of the death of one or more of us the Administrator will require further documentation

in relation to any proposed change of name or authority to act in respect of the shares for which we hereby apply including without limitation a copy of the relevant Death Certificate, Grant of Probate or copy of a valid will.

- 15. In accordance with the provisions of the applicable Irish data protection law, and, as of 25 May 2018, the provisions of the Regulation no. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (together the "Data Protection Law"), I/we are informed that personal data given in this Application Form (or otherwise provided in connection with an application to subscribe for Shares in the Company, on application or at any other time, including without limitation my/our name, age, contact details, bank account details, transactions and the invested amount, and any information regarding the dealing in Shares (subscription, conversion, redemption and transfer) (the "Personal Data"), will be collected, recorded, stored, adapted, transferred and processed, by electronic means or otherwise, by the Company (a "Data Controller") as further described under the Data Privacy Statement attached at Appendix 4 (or otherwise available upon request).
- **16.** I/We hereby represent that I/we and the persons we represent as agent or nominee or our beneficial owners or persons who control us or are controlled by us is/are not a prohibited country, territory, individual or entity listed on any EU Sanctions list,, a foreign shell bank or a senior foreign political figure or an immediate family member or close associate of a senior foreign political figure and subscription monies are not directly or indirectly derived from activities that may contravene Irish or international laws and regulations, including anti-money laundering laws and regulations.
- 17. I/We agree to indemnify and hold harmless the Company, the Manager, the Investment Manager, the Administrator, the Custodian, the Distributor and their respective directors, officers, employees, and agents against any loss, liability, cost or expense (including without limitation legal fees, taxes and interest) that may result directly or indirectly, from any breach of any representation, warranty, condition, covenant or agreement contained herein or in any other document delivered by me/us to the Company, the Manager, the Investment Manager, the Administrator, the Custodian or Distributor. Each of the indemnified parties referred to in this undertaking is an intended third-party beneficiary of this undertaking. In the case of delay or failure to provide satisfactory information, each of the Company or Administrator, may take such action (including declining to accept an application) as they think fit.
- **18.** I/We have made arrangements for payment to be made to the relevant bank account(s) specified above for subscriptions.
- **19.** I/We acknowledge that the Company reserves the right to reject any application in whole or part without assigning any reason therefore.
- **20.** I/We understand that the confirmations, representations, declarations, indemnities and warranties made or given herein are continuous and apply to all subsequent subscriptions of shares by me/us in the Company.
- 21. I/We understand and agree that in normal circumstances any redemption proceeds will only be paid to a bank account from which the subscription money has been remitted from and held in my/our name with a recognised financial institution. I/We acknowledge that if I/We 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 the relevant documentation as specified by the Administrator regarding the change is forwarded by me.
- **22.** I/We acknowledge that the Company reserves the right to cancel without notice any contract for which payment has not been received by the relevant settlement date and to recover any losses incurred.

- 23. I/We acknowledge that redemption proceeds may not be paid out until the redemption form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from me/us and the anti-money laundering procedures have been completed.
- 24. I/We hereby acknowledge that any notice, information or document may be served by the Company on me/us in the manner specified from time to time in the Prospectus and, for the purposes of the Electronic Commerce Act 2000 as amended, if I have provided an email address or fax number to the Company or its delegate, consent to any such notice or document being sent to me/us by fax or electronically to the fax number or email address previously identified to the Company or its delegate which I/We acknowledge constitutes effective receipt by me/us of the relevant notice or document. I/We acknowledge that I am/we are not obliged to accept electronic communication and may at any time choose to revoke my/our agreement to receive communications by fax or electronically by notifying the Company in writing at the above address provided that my/our agreement to receive communications by fax or electronically shall remain in full force and effect pending receipt by the Company of written notice of such revocation.
- **25.** I/We acknowledge the restrictions on dealing as disclosed in the Prospectus and the right of the Company to act at its discretion in order to protect the Company from market timing, excessive trading or other activity which it believes is harmful to the Company.
- 26. If any of the foregoing representation, warranties or covenants ceases to be true or if the Company, the Manager and /or Administrator no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company, the Manager and/or Administrator may be obliged 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 the Company and the Company, the Manager and/or Administrator may also be required to report such action and disclose my/our identity to a relevant authority. In the event that the Company, the Manager and/or Administrator is required to take any of the foregoing actions, I/we understand and agree that I/we shall have no claim against the Company, the Manager, the Investment Manager, the Administrator and their respective affiliates, directors, officers, members, partners, employees, shareholders and agents from any damages as a result of any of the aforementioned actions.
- **27.** I/We agree to provide these confirmations to the Company at such times as the Company may request, and to provide on request such certifications, documents or other evidence as the Company may require to substantiate such representations to the satisfaction of the Company.
- 28. I/We agree to notify the Company immediately if I/we become aware that any of the confirmations are no longer accurate and complete in all respects and agree immediately either to have redeemed or to tender to the Company for redemption all of my / our shares.
- 29. I acknowledge that the Fund operates a number of cash accounts in different currencies in its name into which (i) subscription monies received from investors who have subscribed for Shares are deposited and held until Shares are issued; and (ii) redemption monies due to investors who have redeemed Shares are deposited and held until paid to the relevant investors; and (iii) dividend payments owing to Shareholders are deposited and held until paid to such Shareholders (hereinafter referred to as "Umbrella Cash Account(s)"). I acknowledge that all subscriptions, redemptions and dividends payable to or from a Sub-Fund are channeled and managed through the Umbrella Cash Account.

- 30. I acknowledge that my subscription monies/ redemption monies / dividend monies will be paid into the Umbrella Cash Account, that such monies will be treated as an asset of the relevant Sub-Fund and I will not benefit from the application of any investor money protection rules (i.e. the monies will not be held on trust as investor monies for me) and that I will be an unsecured creditor of the relevant Sub-Fund (i) with respect to the amount subscribed for Shares and held in the Umbrella Cash Account until such Shares are issued to me as of the relevant Dealing Day or (ii) with respect to the redemption/dividend amount to be paid and held in the Umbrella Cash Account until such amount is paid to me (whichever is applicable).
- 31. I acknowledge that in accordance with applicable anti money-laundering and terrorist financing requirements (the "AML Requirements), redemption monies or dividend payments shall not be paid on un-verified accounts. In the event that I fail to submit the necessary documentation requested by the Fund or its delegate as required under the AML Requirements, redemption monies or dividend monies will be held in an Umbrella Cash Account and shall remain an asset of the relevant Sub-Fund and I will not benefit from the application of any investor money protection rules (i.e. the redemption monies/dividend monies will not be held on trust for me). In such circumstances, I acknowledge that I will be an unsecured creditor of the relevant Sub-Fund in respect of such redemption monies or dividend payments until such time as the relevant documentation required by the Fund has been received to its satisfaction and the redemption monies/dividend payments have been paid to me.
- **32.** I acknowledge that the following risks arise in relation to the operation of the Umbrella Cash Account:-
  - (i) in the event that subscription monies received and held in an Umbrella Cash Account are lost (to include in the event of the insolvency of the bank with which such monies are held) prior to the issue of Shares to the relevant investor as of the relevant Dealing Day, the Fund on behalf of the Sub-Fund may be obliged to make good any losses suffered by the investor (in its capacity as a general creditor of the Sub-Fund), in which case such loss will need to be discharged out of the assets of the relevant Sub-Fund and therefore will represent a diminution in the net asset value per share for existing Shareholders of the relevant Sub-Fund;
  - (ii) in the event that redemption or dividend monies held in an Umbrella Cash Account are lost (to include in the event of the insolvency of the bank with which such monies are held) prior to payment to the relevant investor/ Shareholder, the Fund on behalf of the Sub-Fund may be obliged to make good any losses suffered by the investor/ Shareholder (in its capacity as a general creditor of the Sub-Fund), in which case such loss will need to be discharged out of the assets of the relevant Sub-Fund and therefore will represent a diminution in the net asset value per Share for existing Shareholders of the relevant Sub-Fund;
  - (iii)in the event of an insolvency of the relevant Sub-Fund or the Fund, there is no guarantee that the Sub-Fund or the Fund will have sufficient funds to pay unsecured creditors in full. Investors who have forwarded subscription monies in advance of a dealing day and which are held in the Umbrella Cash Account and investors /Shareholders due redemption / dividend monies which are held in the Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Sub-Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore, in such circumstances, the investor subscribing for Shares may not recover all monies originally paid into the Umbrella Cash Account in relation to the application for Shares and the redeeming investor entitled to redemption monies and the Shareholder entitled to a dividend payment may not recover all monies originally

paid into the Umbrella Cash Account for onward transmission to that investor/Shareholder;

- (iv)in addition, investors should note that in the event of the insolvency of another Sub-Fund of the Fund, recovery of any amounts to which a relevant Sub-Fund is entitled, but which may have been used by such other insolvent Sub-Fund as a result of the operation of the Umbrella Cash Account(s) will be subject to the principles of Irish trust law and the terms of the operational procedures for the Umbrella Cash Accounts. There may be delays in effecting and/or disputes as to the recovery of such amounts, and the insolvent Sub-Fund may have insufficient funds to repay the amounts due to the relevant Sub-Fund.
- 33. In the event that Shares are allotted / issued notwithstanding that cleared funds have not been received within the usual time limits by the Fund as set out in the Prospectus, I acknowledge that the Fund may cancel the allotment / issue of my Shares and I will be liable to pay to the Fund interest at such rate as may be determined by the Directors from time to time and/or other losses, charges or expenses suffered or incurred by the Fund, the Depositary or their delegates as a result of late payment or non-payment by me of subscription monies.

### 34. Russian and Belarusian Certification

Please complete either Option A or Option B

Option A:
By ticking the box above, the Applicant (or any person or entity on whose behalf Shares
in the Company are being acquired) confirms that they do <b>not</b> constitute any of the
following:

- (i) Russian national
- (ii) Natural person residing in Russia
- (iii) Legal person, entity or body established in Russia
- (iv) Legal person, entity or body which is owned by a Russian national or a natural person residing in Russia
- (v) Belarusian national
- (vi) Natural person residing in Belarus
- (vii) Legal person, entity or body established in Belarus
- (viii) Legal person, entity or body which is owned by a Belarusian national or a natural person residing in Belarus

# Option B:

By ticking the box above, the Applicant (or any person or entity on whose behalf Shares in the Company are being acquired) confirms that they constitute one of the following:

- (i) Russian national or a natural person residing in Russia who is a national of an EEA Member State or Switzerland or who has a temporary or permanent residence permit in an EEA Member State or Switzerland
- (ii) Belarusian national or a natural person residing in Belarus who is a national of an EEA Member State or Switzerland or who has a temporary or permanent residence permit in an EEA Member State or Switzerland

This information is being gathered by the Company in order to comply with applicable obligations imposed on it under Article 5f of Council Regulation (EU) 833/2014 as amended and Article 1(y) of Regulation (EC) No 765/2006 as amended.

### **SIGNATURE**

I/We\* declare that the information contained in this form and any attached documentation is true and accurate to the best of my/our\* knowledge and belief.

I/We\* declare that I/ we have read and fully understand all terms, representations, and conditions in this form.

Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	
Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	
Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	
Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	

### **IMPORTANT:**

To be valid Application Forms must be signed by each Applicant and received by the Administrator. In the case of a legal entity, Applications Forms should be executed under seal or signed by duly authorised signatories provided that a copy of the authorised signatories list together with sample signatures and details of any signing protocol accompanies the Application Form. If this Application Form is signed under power of attorney such power of attorney or a copy thereof must accompany it. The right is reserved to reject any Application Form in whole or in part or to seek such further information as the Company may require to satisfy itself in regard to the identity and legal capacity of any Applicant.

# **APPENDIX 1 – INDICATIVE ANTI-MONEY LAUNDERING REQUIREMENTS**

We require detailed verification of each Applicant's and investor's identity for anti-money laundering purposes, in accordance with the Criminal Justice (Money Laundering & Terrorist Financing) Act 2010.

The information in Appendix 1 will provide you with the minimum requirements for different types of Applicants, for example individuals and corporate entities. It is strongly recommended that you contact the Administrator for full list of identification / verification documents before you send the instructions to place a subscription.

The Company reserves the right to request any further documentation it requires to satisfy its obligations under anti-money laundering procedures or legislation.

The below lists are indicative of the minimum requirements for specific investor categories. These lists are for guidance purposes only and do not represent a definitive list of requirements in all cases. Please contact the Administrator for a full list of requirements relevant to your investor category.

## Individuals / Joint Holders

- (1) Copy of Passport/Driver's Licence or other form of government issued identity card with photograph and signature included
- (2) 1 x copy of confirmation of address in investor's name dated within the last 6 months (utility bill, tax statement, bank statement or equivalent)
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) For all subscriptions: Description of the origin of the money subscribed into the relevant Fund, for example, savings from employment income, proceeds of sale, inheritance, company profits etc. Please complete 'Source of Funds' section on page 9 of the application form

**Corporate Entity -** \* Please contact the Administrator directly in relation to corporate entities with securities listed on a regulated market.

- (1) Certified copy of Certificate of Incorporation and any Change of Name Certificate
- (2) Certified copy of Memorandum and Articles of Association, statute, or equivalent constitutional document of the corporate entity
- (3) Description of the nature of business conducted
- (4) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (5) A certificate of incumbency or other list certified by the company secretary, registered agent or a director of the corporate entity, giving the names, dates of birth and country of residence of ALL directors. If the director is another corporate entity, we will require the same information as above on its directors
- (6) A list of all authorised signatories certified by the company secretary or directors, samples of all signatures, details of any signing protocol
- (7) A list of all beneficial owners of 25%+ of the share capital, and the beneficial owners of the monies invested (if different), plus verification of ID and address for each individual person.

- An additional requirement as per point 4 of the Individual Person section applies to any beneficial owner of the money invested
- (8) Verification of ID and address for at least 2 directors, or 1 director and 1 authorised signatory, or 2 authorised signatories
- (9) If other legal entities own more than 25% each of the subscribing entity, the information as per point 1 or 2 and 7 of this section must be given for these entities

# **Partnership or other Unincorporated Business**

- (1) Certified copy of Constitutional Document (e.g., Partnership Agreement / Operating Agreement or equivalent)
- (2) Description of the nature of business conducted
- (3) A letter confirming the name of General Partner / Managing Member / Chief Executive Officer, or all Directors giving the dates of birth and country of residence for all. If General Partner, Managing Member or Director is a corporate entity we will require a letter confirming the names, dates of birth and country of residence of all its directors
- (4) A list of all authorised signatories certified by General Partner / Managing Member / Chief Executive Officer or directors, samples of all signatures, details of any signing protocol
- (5) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (6) Verification of ID and address for General Partner / Managing Member / Chief Executive Officer / Director and at least 1 other authorised signatory (if any)
- (7) A list of all beneficial owners of 25%+ of the entity and beneficial owners of the monies invested (if different) plus Verification of ID and address for each individual person. An additional requirement as per point 4 of the Individual Person section applies to any beneficial owner of the money invested. If the beneficial owner is a corporate entity, we will require information as detailed in point 1 or 2 and 7 of the Corporate Entity section above

# Trust

- (1) Copy of Trust Deed and any supplementary agreements thereto (if the Trust is a pension scheme approved by an appropriate pension regulator, a proof of approval is required instead)
- (2) Written details on the purpose for which the Trust was established unless the Trust is an approved pension scheme as above
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) List of trustees and:
  - a) If the trustees are individual persons verification of ID and address for all
  - b) If the trustee is a corporate entity, the information as per 1 or 2 and 5 of the Corporate Entity section above plus verification of ID and address for at least 2 directors. If the Trust is an approved pension scheme /, personal information on directors will not be required the list of directors' names will suffice
- (5) Verification of ID and address for settlor of the Trust and confirmation of the source of assets used to establish the Trust
- (6) Verification of ID and address for all beneficiaries and protector (if any). If a beneficiary is a legal entity, information as per 1 or 2 and 7 of the Corporate Entity section must be given for this entity
- (7) A list of all authorised signatories certified by the Trustee(s), samples of all signatures, details of any signing protocol and verification of ID and address for all authorised

signatories. (Personal information on all authorised signatories is not required  $\underline{if}$  the Trust is a pension scheme approved by an appropriate pension regulator)

### **Financial Institution**

- (1) Name of the relevant regulatory body
- (2) A list of all authorised signatories, samples of all signatures and details of any signing protocol
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) Details of the ownership structure as per the beneficial owner section
- (5) Confirmation of the types and jurisdictions of such clients the entity's business serves
- (6) Confirmation in writing as to whether the investment is made on own behalf or on behalf of an underlying investor
- (7) All details and confirmations as per Appendix 2 if the investment is made on a nominee/intermediary basis

## Nominee Company owned and operated by a regulated Financial Institution

- (1) Same details as per point 1 to 5 of the Financial Institution section above.
- (2) All details and confirmations as detailed in Appendix 2a

# **Occupational Pension Schemes**

- (1) Proof of approval by an appropriate Pensions Board / Tax
- (2) A list of all authorised signatories, samples of all signatures, details of any signing protocol
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) Copy of Constitutional/Formation Document (e.g. Trust Deed)
- (5) List of trustees / administrators / directors of the scheme

## Registered Charities / Foundations and other Non-Profit Organisations

- (1) Copy of the relevant Revenue/Tax Authority approval or proof of registration status from the relevant Charities register or equivalent
- (2) Details on the nature/purpose of the Charity/Organisation
- (3) A list of all authorised signatories, samples of all signatures, details of any signing protocol
- (4) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (5) Copy of constitutional/formation document
- (6) List of beneficial owners of 25%+ of the share capital
- (7) If the Charity is not registered with the relevant Charities register, we will require the following:
  - a) List of names of Trustees/ Directors/ Governors/ Board members or equivalent
  - b) Verification of ID and address for 2 Trustees/ Directors/ Governors/ Board Members or equivalent or 1 Trustee/ Directors/ Governor/ Board Member and 1 authorised signatory (if any)

## **Collective Investment Schemes**

- (1) Certified copy of Prospectus/ Operating Memorandum of CIS
- (2) Certified copy of a list of all authorised signatories, samples of all signatures, details of any signing protocol
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) All details and confirmations as detailed in Appendix 2 to be completed by the entity responsible for carrying out the AML checks on the CIS.
- (5) Completion of Beneficial Ownership Details Section

# **Private Schools / Colleges / Universities**

- (1) Copy of the registration status from the relevant register
- (2) List of Trustees/Directors/ administrators
- (3) A list of all authorised signatories, samples of all signatures, details of any signing protocol
- (4) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (5) Names, dates of births and addresses of all beneficial owners holding 25%+ of the assets
- (6) Confirmation of the ownership structure of the entity
- (7) Verification of ID and address for 2 Officials or equivalent or 1 Official and 1 authorised signatory (if any)
- (8) Verification of ID and address for all beneficial owners

### **IMPORTANT NOTES**

**Note:** Where any change in circumstances occurs which causes any of the information provided in this form to be incorrect, please contact the Administrator immediately.

### **AMENDMENTS TO BANK DETAILS**

For Individuals/Joint holders the following are required prior to accepting the new details:

New/Amended Redemption bank details: A signed instruction confirming the bank details change including the reason for the change AND an original/certified copy of a bank statement for the new details dated within the previous 6 months.

New/Amended Subscription bank details only: Written confirmation of the bank details change including the reason for the change AND a copy of a bank statement for the new details dated within the previous 6 months.

# **VERIFICATION OF ID AND ADDRESS**

Verification of ID and address should be consistent with those requirements outlined in the Individuals/Joint Holders section of Appendix 1.

### **CERTIFICATION STANDARDS**

The standard requires that a statement such as "I confirm that this is a true copy of the original document, which was seen by me", is written on the document. The certifier should also include the detail of the capacity in which they are signing the document. Only the "true ink" copies are acceptable (scanned / faxed copies of certified copies will not be accepted). Self-Certification (i.e., a person certifying a copy his own passport) is NOT permitted.

The following are generally accepted to certify documents:

A notary public / solicitor, an accountant, a police officer, embassy staff, a member of the judiciary, a bank official, a suitably senior employee of another regulated financial institution or any regulated entity permitted to provide certification services.

# **DOCUMENTS IN ANOTHER LANGUAGE**

If the document is not in English relevant details may need to be translated and, if this is the case, the certification should also include a statement that the translation is a true translation.

### **ONGOING MONITORING**

The Administrator is required to carry out ongoing monitoring to confirm that information previously provided remains valid and correct, hence, the Administrator reserves the right to request updated and, in some cases, further documentation if deemed necessary.

# **ID DOCUMENTATION FOR INDIVIDUALS**

All ID documents provided on behalf of an individual e.g., passport, government issued ID card must include the applicant's signature.

# APPENDIX 2: AML LETTER (FINANCIAL INTERMEDIARY)

Fund Name ("The Fund"):	
c/o Waystone Fund Administrators (IE) Limited	
4th Floor	
35 Shelbourne Road	
Ballsbridge Dublin ( Iraland	
Dublin 4, Ireland D04 A4E0	
D04 A420	
(Date)//	
RE: Investment in the name of (Name of Investor)	
Please tick box if this letter is to apply to all designations relating to the af	foro montionos
Investor   Investor	ore memoriec
Dear Sir or Madam,	
We, (Name of your	
Company)	
are an entity authorised and regulated in (Relevant Country)	by
the (Name of Regulatory Body),	under the
Relevant Law)	
We comply with all Anti-Money Laundering ("AML") and Counter Terrorist	Financing
("CTF") regulatory and legislative requirements in force in (Relevant Coun	try)
and are supervised / monitored for such	compliance by
the relevant regulatory / supervisory authority.	
,	

We confirm our AML/CFT policies, procedures and internal controls incorporate systems and controls to identify and verify our customers, and their beneficial owners and controlling parties, and performs (i) appropriate risk-grading procedures to differentiate between customer due diligence for high and low risk relationships (ii) ongoing customer due diligence, (iii) regular AML/CFT monitoring and sanction screening, (iv) staff AML/CFT training and (v) detect, investigate and, as required, report any suspicious activities to the relevant authorities;

We have systems and controls in place to identify Politically Exposed Persons, their relatives and close associates (collectively PEPs) and we conduct enhanced due diligence, including establishing the source of wealth and the source of funds and enhanced ongoing monitoring on PEPs and other high risk customers.

With regard to each investor who has invested via the financial intermediary in the above Fund, we confirm that:

(i) We conduct customer due diligence, in the form of the collection of appropriate documentary evidence including obtaining information on the purpose and the intended nature of the business relationship and other relevant checks on all our clients and where

applicable beneficial owners in line with the requirements specified in the latest EU Money Laundering Directive or equivalent;

- (ii) The accounts will only be operated by the Financial Intermediary who maintains the ultimate, effective control over the account;
- (iii) We comply with all requirements regarding the retention of customer due diligence and that all documents must be retained for at least 5 years after the relationship between us and our client has ended;
- (iv) We maintain processes for regular screening of all clients and where applicable beneficial owners against sanctions and PEP lists;
- (v) None of the investor(s) including any beneficial owner have been identified as PEPs or are subject to sanctions lists administered by the European Union, the United States, including OFAC, and the United Nations;
- (vi) To the best of our knowledge we are unaware of any activities on the part of the customer(s), and their beneficial owners which could lead us to suspect an involvement in criminal conduct, money laundering or terrorist activities;
- (vii) If we believe that a client, beneficial owner and / or a transaction would be deemed suspicious we report such suspicion to the appropriate competent authorities, as obliged by the requirements;
- (viii) We will inform you if an underlying client / beneficial owner (where applicable) invested in the Fund is identified as a PEP or a sanctioned entity;
- (ix) We acknowledge that the Fund is placing reliance on ........... (Name of your Company)........ for the purposes of meeting the due diligence obligations which it is subject to under Irish law, and we agree to furnish you with the documentary evidence retained by us concerning our client(s) and where applicable beneficial owners, promptly upon request.

We further undertake to advise you, should at any time in the future there be any change in any information provided above.

**Note**: Beneficial owner includes the natural person(s) who ultimately owns or controls a customer and/or the natural person(s) on whose behalf a transaction is being conducted. It also includes those persons who exercise ultimate effective control over a legal person or arrangement.

Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	

# APPENDIX 2a: AML LETTER (NOMINEE COMPANY WITH REGULATED PARENT ENTITY)

Fund Name ("The Fund"):			
c/o Waystone Fund Administrators (IE) Limited			
4th Floor			
35 Shelbourne Road Ballsbridge			
Dublin 4, Ireland			
D04 A4E0			
(Date)//			
Investor Name:			
Please tick box if this letter is to apply to all designations relating to t	he above mentioned		
Nominee □			
Regulated Parent Entity Name:			
Dear Sir or Madam,			
We confirm that [Nominee]	is a wholly owned		
subsidiary of [Regulated Parent Entity Name]			
an entity authorised and regulated in [Country Name]	and is		
regulated by [Regulatory Body Name]			
under the [Relevant	Law Name]		
We comply with all Anti-Money Laundering ("AML") and Counter Ter	rorist Financing		
("CTF") regulatory and legislative requirements in force in (Relevant	Country)		
and are supervised / monitored for such compliance by the relevant	regulatory /		
supervisory authority. We confirm the following in respect to both th	ne Parent and the		
Nominee entity:			

We confirm our AML/CFT policies, procedures and internal controls incorporate systems and controls to identify and verify our customers, and their beneficial owners and controlling parties, and performs (i) appropriate risk-grading procedures to differentiate between customer due diligence for high and low risk relationships (ii) ongoing customer due diligence, (iii) regular AML/CFT monitoring and sanction screening, (iv) staff AML/CFT training and (v) detect, investigate and, as required, report any suspicious activities to the relevant authorities;

We have systems and controls in place to identify Politically Exposed Persons, their relatives and close associates (collectively PEPs) including establishing the source of wealth and the source of funds and enhanced ongoing monitoring on PEPs and other high-risk customers;

With regard to each investor who has invested via the Nominee Company in the above Fund, we confirm that:

- (i) We conduct customer due diligence, in the form of the collection of appropriate documentary evidence including obtaining information on the purpose and the intended nature of the business relationship and other relevant checks on all our clients and where applicable beneficial owners in line with the requirements specified in the latest EU Money Laundering Directive or equivalent;
- (ii) The accounts will only be operated by the Nominee and / or the Parent Company who maintain the ultimate, effective control over the account;
- (iii) We comply with all requirements regarding the retention of customer due diligence and that all documents must be retained for at least 5 years after the relationship between us and our client has ended;
- (iv) We maintain processes for regular screening of all clients and where applicable beneficial owners against sanctions and PEP lists and we conduct enhanced due diligence;
- (v) None of the investor(s) including any beneficial owner have been identified as PEPs or are subject to sanctions lists administered by the European Union, the United States, including OFAC, and the United Nations;
- (vi) To the best of our knowledge we are unaware of any activities on the part of the customer(s), and their beneficial owners which could lead us to suspect an involvement in criminal conduct, money laundering or terrorist activities;
- (vii) If we believe that a client, beneficial owner and / or a transaction would be deemed suspicious we report such suspicion to the appropriate competent authorities, as obliged by the requirements;
- (viii) We will inform you if an underlying client / beneficial owner (where applicable) invested in the Fund is identified as a PEP or a sanctioned entity;
- (ix) We acknowledge that the Fund is placing reliance on .......... (Name of Parent Company)......... for the purposes of meeting the due diligence obligations which it is subject to under Irish law, and we agree to furnish you with the documentary evidence retained by us concerning our client(s) and where applicable beneficial owners, promptly upon request.

We further undertake to advise you, should at any time in the future there be any change in any information provided above.

**Note**: Beneficial owner includes the natural person(s) who ultimately owns or controls a customer and/or the natural person(s) on whose behalf a transaction is being conducted. It also includes those persons who exercise ultimate effective control over a legal person or arrangement.

Applicant/Signatory Name	
Capacity as Signatory (if applicable)	
Signature	
Date	

### **APPENDIX 4: DATA PRIVACY STATEMENT**

In accordance with the General Data Protection Regulation (697/2016/EU) (the "GDPR") and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2003) (collectively, "Data Protection Legislation") Guinness Asset Management Funds plc (the "Fund") being a data controller, must provide you with information on how the personal data that you provide as part of your subscription to shares in the Fund will be processed by the Fund, its service providers and delegates and their duly authorised agents and any of their respective related, associated or affiliated companies.

As a consequence of your investment, the Fund acting as a data controller may itself (or th rough third parties including but not limited to Waystone Fund Administrators (IE) Limited (the "Administrator"), Waystone Management Company (IE) Limited (the "Manager") and Guinness Asset Management Limited (the "Investment Manager and Global Distributor") together with any sub-distributors that may be appointed from time to time (collectively the "Distributor"), local paying agents and mailing firms appointed by any of the foregoing (together the "Service Providers") process your personal information or, to the extent that you are a non-natural person, that of your directors, officers, employees, intermediaries and/or beneficial owners. Save where otherwise expressly provided, any reference in this Data Privacy Statement to "you" or "your" in the context of processing personal data of data subjects shall be understood to mean and relate to the personal data of your directors, officers, employees, intermediaries and/or beneficial owners as the context may require.

In certain circumstances Guinness Asset Management Limited may itself use your personal data for its own purposes and as a result be considered a data controller of such data. In such circumstances, all rights afforded to you as a data subject under the GDPR shall be solely exercisable against Guinness Asset Management Limited.

Further, the Fund may also transfer your personal data to Brown Brothers Harriman Trustee Services (Ireland) Limited (the "Depositary") in circumstances where it may use your personal data for its own purposes as a data controller. In such circumstances, all rights afforded to you as a data subject under the GDPR shall be solely exercisable against Brown Brothers Harriman Trustee Services (Ireland) Limited.

In this regard, please note the following:

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

The personal data collected from you or provided by you or on your behalf in connection with your holdings in the Fund will be collected, stored, disclosed, used and otherwise processed by the Service Providers on behalf of the Fund for the purposes outlined in the table below.

Processing Activity by or on behalf of the Fund	Legal Basis for Processing
Where you are a natural person,	Performance of the contract between the
managing and administering your	Fund and you.
holdings in the Fund and any related	
account on an ongoing basis.	
Where you are a natural person,	Performance of the contract between the

Processing Activity by or on behalf of the Fund	Legal Basis for Processing
disclosures to third parties such as	Fund and you.
auditors, regulatory, tax authorities and	
technology providers in the context of	
the day-to-day operations of the Fund.	
Where you as an investor are a non-	Pursuing the legitimate interests of the
natural person, disclosures to third parties	Fund in managing and administering the
such as auditors, regulatory bodies, tax	holdings of the non-natural persons in the
authorities and technology providers in	Fund and any related account on an
the context of the day-to-day operations	ongoing basis.
of the Fund.	
Complying with any applicable legal, tax	Compliance with a legal obligation to
or regulatory obligations imposed on the	which the Fund is subject.
Fund including legal obligations under	
Fund law, the UCITS Regulations, CBI	
UCITS Regulations, under tax law and	
under anti-money laundering / counter	
terrorist financing legislation.	
(i) Carrying out statistical analysis	Pursuing the legitimate interests of the
and market research.	Fund in accordance with the requirements
(ii) Recording, maintaining, storing	of GDPR.
and using recordings of telephone calls	Further information relating to any
and electronic communications that you	balancing test undertaken by a Service
make to and receive from the Fund, the	Provider as applicable to rely on legitimate
Service Providers and their delegates or	interests as a grounds in respect of such
duly appointed agents and any of their	processing is available upon request.
respective related, associated or affiliated	
companies for any matters related to	
investment in the Fund, dispute	
resolution, record keeping, security	
and/or training purposes.	

Please note that where personal data is processed for purposes of legitimate interests, you have a right to object to such processing and the Fund and its appointed Service Providers will no longer process the personal data unless it can be demonstrated that there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

### Consent

Your consent is not required to process your personal data for the purposes referenced above. However, if you are an individual investor (not a corporate or institutional investor) in order to process your personal data for the purposes outlined below, the Fund and Guinness Asset Management Limited seek your consent. Corporate or institutional investor may receive communications from the Investment Manager without giving express consent but will have the right to opt out of receiving such communications at any time.

Where you are an individual investor (not a corporate or institutional investor), the Fund and the Investment Manager seek your consent to the transfer of your personal data to, and use by, the Investment Manager to send you information about other investment products or investment services by letter, by telephone, by email or by other reasonable means of communication.
You have a right not to receive such information.
You are not required to consent to receive such information in order to invest in the Fund.
You will not receive such information unless you consent to receive it.
You have a right to withdraw the consent(s) provided above at any time. However, your withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal. You can withdraw your consent by contacting the Fund and the Investment Manager by email at <a href="mailto:info@guinnessgi.com">info@guinnessgi.com</a>
If you consent to receive such information and / or marketing material, please tick
here and provide your contact details in the following table: $\square$
First Name:
Last Name:
Registered Name:
Account Number:
Phone Number:
Email Address

### **Profiling and Screening**

The Fund and its appointed Service Providers may engage in PEP screening and financial sanctions screening programs defined by the European Union ("EU"), the United Nations ("UN"), Her Majesty's Treasury ("HMT") and the Office of Foreign Assets Control ("OFAC") for the purposes of complying with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as may be amended or replaced from time to time and with UN, EU and other applicable sanctions regimes. Further information is available in the prospectus for the Fund. Such processing, which may reveal your political opinion, is considered lawful on the grounds of substantial public interest permitted under Article 9(2)(g) of the GDPR.

### Undertaking in connection with other parties

By agreeing to provide personal data to the Fund, you undertake to be authorised to disclose to the Fund relevant information applicable to the beneficial owner of the investment, to your directors and authorised signatories and to persons that own, directly or indirectly, an interest in the Fund. In this respect you confirm that you have provided 42

these persons with all the information required under applicable data protection law, notably regarding their data protection rights, and received from these persons their authorisation for the processing and transfer of their personal data to us.

### **Disclosures to Service Providers / Third Parties**

Personal data relating to you which is collected from you or provided by you or on your be half may be handled by Service Providers appointed by the Fund and its or their duly appointed agents and any of related, associated or affiliated companies within the Waystone, Guinness Asset Management, and JPMorgan group(s) for the purposes specified above.

These Service Providers will be obliged to adhere to the data protection laws of the countries in which they operate.

The Fund and/or Guinness Asset Management Limited may disclose your personal data to other third parties where required by law or for legitimate business interests. This may include disclosure to third parties such as auditors and the Central Bank of Ireland, regulatory bodies, taxation authorities and technology providers.

### **Transfers Abroad**

Personal data collected from you or provided by you or on your behalf may be transferred outside of Ireland including to companies situated in countries outside of the European Economic Area ("**EEA**") which may not have the same data protection laws as in Ireland.

Where data transfers outside of the EEA take place, the Fund and/or the relevant Service Provider have taken the necessary steps to ensure that appropriate safeguards have been put in place to protect the privacy and integrity of such personal data, in particular the implementation of binding corporate rules and/or ensuring the implementation of mode contracts by the Service Providers and their affiliates.

### **Data Retention Period**

The Fund and its appointed Service Providers will retain all information and documentation provided by you in relation to your investment in the Fund for such period of time as may be required by Irish legal and regulatory requirements, being at least six years after the period of your investment has ended or the date on which you had your last transaction with us.

Guinness Asset Management Limited will retain all information and documentation provided by you for direct marketing purposes within the prescribed period dictated by applicable legislation.

### Your data protection rights

Please note that you have the following rights under the GDPR. In each case, the exercise of these rights is subject to the provisions of the GDPR:

- (i) You have a right of access to and the right to amend and rectify your personal data.
- (ii) You have the right to have any incomplete personal data completed.
- (iii) You have a right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of personal data relating to you carried out by the Fund infringes the GDPR.
- (iv) You have a right to be forgotten (right of erasure of personal data).
- (v) You have a right to restrict processing.

- (vi) You have a right to data portability.
- (vii) You also have the right to object to processing where personal data is being processed for direct marketing purposes and also where the Fund or a Service Provider is processing personal data for legitimate interests.

Where you wish to exercise any of your data protection rights against the Fund, please contact us via the details provided below under "Contact Us".

The Fund or its Service Provider will respond to your request to exercise any of your rights under the GDPR in writing, as soon as practicable and in any event **within one month** of receipt of your request, subject to the provisions of the GDPR. The Fund or its Service Provider may request proof of identification to verify your request.

# Failure to provide personal data

Please see the prospectus for the Fund for further information on failure to provide personal data.

### **Contact us**

If you have any questions about the Fund's use of your personal information, please contact wfs-compliancedeptdublin@waystone.com

If you have any questions about Guinness Asset Management's use of your personal information, please contact <u>info@guinnessgi.com</u>