

### 1. Declarations and confirmations

Unless otherwise provided for herein, all defined terms shall have the same meaning as in the Prospectus for the Company/ies (the "Prospectus") current at the date of this Agreement.

The undersigned hereby certifies as follows in connection with this Agreement and any subsequent Agreement:

#### 1. General Agreement

- 1.1 I/We hereby confirm that prior to completing this Application Form I/we have received and considered a copy of the relevant KIID, the current Prospectus, the Fund(s) Supplement(s), and the most recently published annual and/or semi-annual report of the Company/ies (where applicable), and hereby confirm and declare that this application is based solely on the information contained in such documentation and is made pursuant to the terms of this Application Form and the provisions of the Company/ies' Memorandum and Articles of Association from time to time in force.
- 1.2 I/We hereby undertake to observe and be bound by the Prospectus and the provisions of the Memorandum and Articles of Associations (as amended from time to time) of the Company/ies and apply to be entered in the register of shareholders of the Company/ies as the holder/holders of the Shares issued in relation to this Agreement.
- 1.3 I/We hereby indemnify the Company/ies, the Investment Manager and Distributor, the Depositary, the Administrator and the Registrar and Transfer Agent and agree to keep each of them indemnified against any loss accruing as a result of any failure to process this Agreement, if the information required by any of them has not been provided by me/us.
- 1.4 I/We hereby acknowledge that /we are aware of the Total Expense Ratio (TER) / On-going Charges of the Company/ies as disclosed in the most recent Fund Fact Sheets.
- 1.5 I/We hereby irrevocably apply for the shares set out above at a price determined in accordance with the current Prospectus.
- 1.6 I/We declare that I am/we are over 18 years of age.
- 1.7 I/we hereby acknowledge that any information connected to the provision of services to you may be held, stored and retained in any medium, be it electronic or paper based, that the Investment Manager and Distributor and the Registrar and Transfer Agent separately consider provides adequate security to that information.
- 1.8 I/we hereby acknowledge that subscription and redemption monies are transacted through a general client money bank account. Any interest earned on monies held in this account will be retained for the benefit of the Investment Manager and Distributor.

#### 2. Application and Identity

- 2.1 I/We hereby acknowledge that the Company/ies, the Investment Manager and Distributor, the Depositary, the Administrator and the Registrar and Transfer Agent reserve the right to seek evidence of identity to comply with applicable anti-money laundering regulations. In the case of delay or failure to provide satisfactory information, the Company/ies, the Investment Manager and Distributor, the Depositary, the Administrator and the Registrar and Transfer Agent may take such action as they see fit and be held harmless and indemnified against any loss arising as a result of a failure to process this Agreement if such information has been required by the parties referred to and has not been provided by me/us.
- 2.2 I/We undertake that if as Investor(s) I/we are acting as agent or nominee in connection with this investment: for a senior foreign political figure<sup>1</sup>, or any immediate family member<sup>2</sup> or close associate<sup>3</sup> of a senior foreign political figure as such terms are defined below we will notify the Company/ies and provide details of the person for whom I/we are acting as agent or nominee.
  - a) A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure
  - b) Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.
  - c) A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial financial transactions on behalf of the senior political figure.

#### 3. Tax status and residence

- 3.1 I/We acknowledge that I/we have sole responsibility for the management of our tax and legal affairs including making any applicable filings and payments and for complying with any applicable laws and regulations.

I/We acknowledge that the Company/ies, the Investment Manager and Distributor and the Registrar and Transfer Agent may be required to pass on information about me/us to tax authorities or deduct withholding taxes from any interest, dividend or redemption payment I/we may be entitled to.

I/We hereby undertake to inform the Company/ies of any changes to my/our country of residence, including tax residency, nationality or any other aspect of my/our personal details which may affect my/our tax status within 30 days of any such change.

- 3.2 I/We declare that:
  - a) the subscription for Shares by me/us as set out in this Agreement does not violate any laws or regulations in the country/territory in which I am/we are domiciled;

b) by opening this account and signing below, the account owner represents and warrants that I am/we are not a U.S. person for purposes of U.S. Federal income and that I am/we are not acting for, or on behalf of, a U.S. person. A false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. law. If my/our tax status changes and I/we become a U.S. citizen or a resident, I/we will notify the Company/ies within 30 days.

I/We acknowledge that the Company/ies reserves the right to impose restrictions on the holding or transfer of shares including, at the discretion of the Directors, their mandatory redemption.

- 3.3 I/We do not intend selling or transferring any Shares which I/we may subscribe for, to any person who is a US Person. I/We agree to:
- a) provide the declaration and warranties contained herein to the Company/ies and at such time as the Company/ies may request provide such certificates, documents or other evidence as the Company/ies may reasonably require to substantiate such representations,
  - b) notify the Company/ies immediately if I/we become aware that any of the declarations and warranties contained herein is/are no longer accurate and complete in all respects.

I/We acknowledge that the Company/ies reserves the right to impose restrictions on the holding or transfer of shares including, at the discretion of the Directors, their mandatory redemption.

#### **4. On-going relationship**

- 4.1 I/We hereby undertake to advise the Company/ies in writing of any changes to my/our details contained in Section 1.
- 4.2 I/We hereby authorise the Investment Manager and Distributor to accept and execute any instructions, (including but not limited to any instructions regarding subscriptions, switches, transfers or redemptions of Shares or any payment in relation to same or otherwise) in respect of Shares to which this Agreement relates, given by me/us in writing, by post or facsimile, or by other electronic means (including e-mail, FTP upload, secure internet based messaging or other similar means) for onward transmission to the Administrator. I/We hereby agree to indemnify each of the Investment Manager and Distributor, the Administrator and the Company/ies and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of either of them acting upon instructions given in written form by me/us, i.e. facsimile instructions other electronic means. The Investment Manager and Distributor, the Administrator and the Company/ies may rely conclusively upon, and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed properly by authorised persons.
- 4.3 I/We hereby acknowledge and agree that subscription monies received in respect of a Fund in advance of shares being issued on the relevant Dealing Day will be held in the umbrella cash subscriptions and redemptions account in the name of the Company and will be treated as an asset of the relevant Fund. I/We further acknowledge and agree that the Applicant will be an unsecured creditor of the relevant Fund with respect to the amount held by the Company/ies until Shares are issued on the Dealing Day and, as such, will not benefit from any appreciation in the Net Asset Value of the relevant Fund or any other Shareholder rights (including dividend entitlement) until such time as Shares are issued on the relevant Dealing Day. I/We further acknowledge and agree that such amounts will constitute a debt due to the Applicant from the relevant Fund and will not be held on trust for the Applicant, pending the issue of shares on the relevant Dealing Day.
- 4.4 In the event of a redemption of shares I/we hereby authorise the Transfer Agent to pay the proceeds of the redemption to the Nedgroup Investments Client Account from where the Investment Manager and Distributor will transfer the proceeds in accordance with my payment instructions.
- 4.5 I/We hereby acknowledge that redemption proceeds will not be released until such time as the Investment Manager and Distributor has received the original subscription documentation, all anti-money laundering requirements have been met, satisfactory supporting documentary evidence has been provided and any other details that may be required have been provided.
- 4.6 I/We acknowledge and agree that payment of redemption proceeds in respect of a particular Fund is subject to receipt by the Investment Manager and Distributor and / or the Administrator of original subscription documents and compliance with all anti-money laundering procedures and that notwithstanding this, as a redeeming Shareholder, I/we will cease to be a Shareholder, with regard to the redeemed Shares, and will be unsecured creditors of the particular Fund, from the relevant Dealing Day. I/We further acknowledge that pending redemptions, including blocked redemptions, will, pending payment to the relevant Shareholder, be held in the umbrella cash subscriptions and redemptions account (Umbrella Cash Subscriptions and Redemptions Account) in the name of the Company/ies. I/we acknowledge and agree that such amounts will constitute a debt due to me/us from the relevant Fund, as and from the relevant Dealing Day, and will not be held on trust for me/us pending payment of the redemption proceeds.
- 4.7 I/We note that all/part of fees and expenses may be charged to the capital of the Company/ies. This will have the effect of lowering the capital value of the investment.

#### **5. Information and reporting**

- 5.1 Electronic delivery of fund documentation and reports  
I/We hereby consent to provision of contract notes, statements and other reports, by electronic transmission and to receive by electronic delivery Company/ies, Fund and Shareholder documentation and information, including but not limited to, the Prospectus, key investor information documents (KIID), notices, the annual and semi-annual report of the Company/ies, circulars and any other and any Shareholder or other documentation or information relating to the Company/ies and the Fund[s], including information which may be issued from time to time by the Administrator and / or the Investment Manager and Distributor in respect of my/our holdings in the Fund. Electronic delivery includes e-mail delivery to the e-mail address set out herein or as otherwise agreed with the Administrator and / or the Investment Manager and Distributor from time to time and/or electronically making available such documentation or information on [www.nedgroupinvestments.com](http://www.nedgroupinvestments.com) or such other web-site address as may be notified to the me/us from time to time.
- 5.2 I/We understand that the Prospectus and KIID may be provided by way of electronic delivery and that a paper copy of the Prospectus and/or KIID will be provided free of charge on request.

I/We confirm that my/our preference is to receive the Prospectus and KIID by way of electronic delivery.

I/We acknowledge that updated versions of the Prospectus and KIID will be made available at [www.nedgroupinvestments.com](http://www.nedgroupinvestments.com) or such other web-site address as may be notified to the Applicant from time to time.

I/We acknowledge that where the Company/ies is required to provide the relevant KIID or KIIDs prior to each subsequent subscription for or exchange of Shares in the relevant Class, I/we hereby agree that for each subsequent application for subscriptions and/or exchange of Shares in any Class, the KIID will be made available to me/us by way of electronic delivery, including via the website, unless a paper copy is requested.

## 6. Data Protection & Privacy

For the purposes of Data Protection and Privacy, the relationship between the Investment Manager and Distributor and the Companies is considered to be that of Joint Data Controllers within the meaning of data protection legislation and each party will hold all personal data in accordance with data protection legislation.

**I/We acknowledge that the Joint Data Controllers:**

- 6.1 will collect my/our data in various ways, principally:
- from information I/we provided before becoming a client;
  - on completion of the client application forms;
  - from third parties and publicly available sources;
  - from third party intermediaries, introducers, brokers, agents and representatives acting on my/our behalf; and
  - in other interactions I/we have as a client.
- 6.2 and its delegates or service providers including, but not limited to, the Administrator, Registrar and Transfer Agent and/or their respective delegates and agents may process my/our personal data:
- to operate the Funds, including managing and administering my/our holdings in the relevant Fund on an on-going basis.
  - to comply with all relevant legal, tax or regulatory obligations including laundering and counter-terrorism and tax legislation and fraud prevention in Isle of Man and Ireland.
  - in order to carry out statistical analysis and to perform financial and/or regulatory reporting.
- 6.3 will hold some or all of the following types of Personal Data in relation to me/us;
- Biographical and contact information
  - Identification and due diligence information
  - Financial and Wealth related information
- 6.4 may share my/our information with other Nedbank Group companies and other third parties including the Fund's Administrator, my/our advisers, due diligence screening systems, regulatory bodies, taxation authorities, auditors and mailing solution providers.
- 6.5 may transfer and store my/our data to countries outside the European Economic Area, including some that may not have laws that provide the same level of protection for personal information. Where this is the case, additional measures will be implemented to ensure adequate protection of the personal data.
- 6.6 will only retain my/our personal data for as long as it is needed, given the purpose for which it was collected, or as required by law and any other statutory obligations, including anti-money laundering, counter-terrorism, tax legislation. My/our personal data may be retained for a maximum of 6 years from the end of the relationship; however some of the data will be retained for less than this.
- 6.7 is obliged to afford me/us certain rights relating to my/our personal data. This includes requesting details of the personal data held relating to me/us, asking incorrect or incomplete data to be amended, objecting to/or restricting the processing of my/our personal data, and making a complaint.

**I/We acknowledge that the full provisions of Data Protection and Privacy are set out the Data Privacy Notice and can be viewed or download at [www.nedgroupinvestments.com](http://www.nedgroupinvestments.com).**

## 7. Governance

- 7.1 If you wish to make a complaint full details of the complaints procedure can be found on the website [www.nedgroupinvestments.com](http://www.nedgroupinvestments.com)

## 8. Your declarations

- 8.1 I/We warrant that I am/we are duly authorised to sign this Agreement and to subscribe for or redeem the Shares in the Company/ies and that by virtue of my/our subscribing for, holding or redeeming Shares in the Company's/ies, I/we will not be in breach of any laws or regulations of any competent jurisdiction and I/we hereby indemnify the Company/ies, the Investment Manager and Distributor, the Depositary, the Administrator, the Registrar and Transfer Agent and other Shareholders for any loss suffered by them as a result of this warranty/representation not being true in every respect.
- 8.2 I/We warrant that the particulars provided by me/us are true and complete and hereby indemnify the Company/ies, the Investment Manager and Distributor, the Depositary, the Administrator and the Registrar and Transfer Agent against losses or damage suffered in reliance thereon.

Nedgroup Investments Funds PLC (the Fund) is authorised and regulated in Ireland by the Central Bank of Ireland. The Fund is authorised as a UCITS pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011) as amended from time-to-time. This document is not intended for distribution to any person or entity who is a citizen or resident of any country or other jurisdiction where such distribution, publication, or use would be contrary to law or regulation.

The Company and certain of its sub-funds are recognised in accordance with Section 264 of the Financial Services and Markets Act 2000. UK investors should read the Appendix for UK Investors in conjunction with the Fund's Prospectus which are available from the Manager. [www.nedgroupinvestments.com](http://www.nedgroupinvestments.com).

The Company has been recognised under paragraph 1 of Schedule 4 to the Collective Investment Schemes Act 2008 of the Isle of Man. Isle of Man investors are not protected by statutory compensation arrangements in respect of the Companies.

Nedgroup Investments (IOM) Limited (reg no 57917C), the Investment Manager and Distributor of the Fund, is licensed by the Isle of Man Financial Services Authority.