**TOKEN PURCHASE agreement**

**(FOR NON-US PERSONS)**

**Realize T-BILLS Fund (OEIC) Limited**

An open-ended investment company formed under the laws of the ADGM established as a Domestic Fund and registered as an Exempt Fund under the laws of the FSRA

**Dated:\_\_\_\_\_\_\_\_\_\_\_ 2024**

SUBSCRIPTION PROCEDURE

Please read the Prospectus for Realize T-BILLS Fund (OEIC) Limited (the “**Fund**”) dated \_\_\_\_\_\_\_\_\_\_\_ 2024 and the Articles of Association (the "**Articles**"), prior to subscribing for Tokens.

If you are interested in subscribing for Tokens, please follow the instructions below:

1. Complete, date and sign this Token Purchase Agreement.
2. Complete the Subscription Details contained at Schedule 1 of this Token Purchase Agreement.
3. Read and complete, where applicable, the representations and warranties contained in Schedule 3 of this Token Purchase Agreement.
4. Provide the documentation required at Schedule 4 of this Token Purchase Agreement regarding Anti-Money Laundering.
5. If an individual, complete, date and sign the Individual Self-Certification FATCA and CRS forms attached as Appendix 1 to this Token Purchase Agreement.
6. If an entity, complete, date and sign the Entity Self-Certification FATCA and CRS forms attached as Appendix 2 to this Token Purchase Agreement.
7. Attach copies of each of the documents referred to above to this Token Purchase Agreement.
8. Pay the Subscription Fee, together with any other amounts due under the Articles and this Token Purchase Agreement, in cleared funds (or stablecoin or other crypto currency if agreed with the Fund Manager).

Please send the entire completed this Token Purchase Agreement (and any additional required documents described herein) to Ascent Fund Services Ltd, the administrator of the Fund (the “**Administrator**”), by email to the email address set out below, with the original completed Token Purchase Agreement (and any additional required documents described herein) to follow by registered post or courier to the postal address set out below:

**Ascent Fund Services Ltd.**

107, Floor 15, Al Sarab Tower, ADGM Square,

Al Maryah Island, Abu Dhabi, United Arab Emirates

Attention: Shareholder Services

Email: RealiseAssets-TA@ascentgfs.com

with a copy to:

**NeoVision Wealth Management Limited**

Office 6, 6th Floor, Al Khatem Tower

ADGM Square Al Maryah Island

Abu Dhabi, United Arab Emirates

Attention: Anastasia Nazarova
Tel: +971(0)2245-1500

Email: info@neovision-wealth.com

This TOKEN PURCHASE Agreement (this “**Agreement**”) is made on the date set forth below.

Between:

**1.** **The Undersigned Subscriber** (the “**Subscriber**”); and

**2.** **Realise T-Bills Fund (OEIC) Limited**, an open-ended investment company limited by shares incorporated in the ADGM whose registered office is at Office 6, 6th Floor, Al Khatem Tower, ADGM Square Al Maryah Island, Abu Dhabi, United Arab Emirates (the “**Fund**”),

each a “**Party**” and together the “**Parties**”.

**Recitals:**

A. The Fund has been formed for the purpose of investing in the Investments described in the Prospectus (as defined below). The Fund is undertaking an initial security token offering.

B. The Subscriber wishes to subscribe for Tokens pursuant to the terms and conditions of this Agreement.

**It is agreed that:**

1. Definitions and Interpretation
	1. **Definitions**

In this Agreement capitalised words and expressions used but not defined shall have the meanings ascribed to them in the Articles and the following words and expressions shall have the following meanings:

|  |  |
| --- | --- |
| “**ADGM**” | means the Abu Dhabi Global Market; |
| “**Administrator**” | means Ascent Fund Services Ltd.; |
| “**Agreement**” | means this token purchase agreement issued by the Fund, as amended and/or supplemented from time to time;  |
| “**AML Rules**” | means the Anti-Money Laundering and Sanctions Rules and Guidance of the FSRA Regulations; |
| “**AML Law**” | means the AML Rules, Federal Law No. 4 of 2002 regarding the Criminalisation of Money Laundering, Federal Law No. 1 of 2004 regarding Combatting Terrorism Offences, Federal Law No. 7 of 2014, and the Penal Code of the United Arab Emirates; |
| “**Articles**” | means the articles of association of the Fund, as amended and/or restated from time to time;  |
| “**Intellectual Property Rights**” | means algorithms, APIs, databases, data collections, diagrams, formulae, inventions (whether or not patentable), know-how, logos, designs, marks (including brand names, product names, logos, and slogans), methods, network configurations and architectures, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, source code, URLs, web sites, works of authorship (including written, audio and visual materials), rights in designs, copyright and neighbouring and related rights, rights in software, database rights, rights in and to trade secrets, know-how and confidential information, and all other industrial property rights or intellectual property rights or proprietary rights which subsist or will subsist in the future in any part of the world, in each case whether registered or not, including any registrations of such rights, all applications for, and all rights to apply for, and be granted, any registration, renewal or extension of, and all rights to claim priority from, such rights, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing); |
| “**Portal**” | means the Administrator’s online portal or such other electronic means as agreed with the Administrator for processing communications, as and when made available by the Administrator; |
| “**Prospectus**” | means the Prospectus dated \_\_\_\_\_\_\_\_\_\_ 2024 issued in respect of the Fund, as amended and/or supplemented from time to time; |
| “**Subscription Price**” | means US$1,000; and |
| “**Token**” | means a token issued by the Fund; and |
| “**US$**” | means US dollars being the lawful currency of the United States of America. |

* 1. **Interpretation**

 In this Agreement:

* + 1. any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Agreement;
		2. the Schedules and Recitals form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules and Recitals;
		3. the Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
		4. use of the singular includes the plural and vice versa;
		5. use of any gender includes the other gender;
		6. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
		7. references to any document or agreement are to be construed as references to such document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time.
1. Offer to Subscribe
	1. The Subscriber irrevocably offers to subscribe for and commits to purchase such Tokens at the Subscription Price, up to the amount set forth in Schedule 1, subject to the provisions of the Articles and upon the terms of this Agreement and the Prospectus.
	2. The Subscriber must (a) submit to the Administrator (with a copy to the Fund Manager) a duly completed and executed Agreement, and (b) pay in full, and the Fund must receive, the subscription amount set forth in Schedule 1, on or around the date this Agreement is delivered by the Subscriber to the Fund.
	3. Subscription monies must be in US$, except where the Fund Manager agrees to accept subscription monies in Stablecoin or other crypto currency, and must be paid net of all deductions, withholdings, banking charges or other taxes or levies into the bank account as set out in Schedule 2.
2. Subscription Subject to Acceptance
	1. The Subscriber agrees that the offer to subscribe is not binding on the Fund unless and until it is accepted by or on behalf of the Fund. The Fund may accept or reject the offer to subscribe in whole or in part in its sole discretion for any reason whatsoever, in which event subscription monies shall be refunded, without interest. The offer to subscribe shall be deemed to be accepted only after this Agreement has been countersigned by, or on behalf of, the Fund or the Subscriber has received a written confirmation of acceptance from the Administrator. The Subscriber agrees that unless and until its offer to subscribe is rejected by the Fund, the Subscriber shall not be entitled to cancel, terminate, or revoke its offer to subscribe. If the Fund rejects the offer to subscribe, this Agreement and all related documents executed by the Subscriber in connection with it may be retained by the Fund. If the Fund accepts a lower subscription amount than requested and funded by the Subscriber, the Fund shall return the excess subscription proceeds to the Subscriber, without interest.
	2. Upon acceptance of the Subscriber's offer to purchase Tokens, the Fund shall deliver to Subscriber's wallet (details of which are set out in the “Digital Wallet” in Schedule 1) the number of Tokens calculated as the accepted subscription amount divided by the Subscription Price. The Subscriber acknowledges and agrees that the sale of Tokens pursuant to this Agreement is made subject to the condition that the Tokens to be issued and delivered on account of this Agreement will be issued only in the name of and delivered only to the Subscriber.
	3. The Subscriber shall provide certain information and documents to the Fund and/or the Administrator in accordance with the AML Rules and other applicable laws, including, but not limited to, the information and documents listed in Schedules 1 and 4 to this Agreement (including the appendices attached thereto).
3. Accession to ARTICLES; TOKEN RIGHTS
	1. The Subscriber agrees and acknowledges, with effect from the Fund’s acceptance of its subscription pursuant to this Agreement, and the issuance of Tokens to the Subscriber, the Articles shall govern the rights, restrictions, privileges and obligations of the subscriber as a holder of Tokens.
	2. The Fund agrees and confirms that with effect from its acceptance of the Subscriber’s subscription pursuant to this Agreement and issuance of Tokens to the Subscriber, the Subscriber will be a Token Holder and will receive and be entitled to exercise, and the Fund will give effect to, the terms of the Articles in its capacity as a Token Holder.
	3. The Subscriber acknowledges and agrees that upon and following issuance to it of the Tokens (if applicable), the Tokens shall have only such rights and attributes as are expressly set forth in the Articles and subject to the terms thereof. Except as otherwise expressly set forth herein or in the Articles, the purchase of Tokens: (a) does not provide Subscriber with rights of any form with respect to the Fund or its revenues or assets, including, without limitation, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property) or other financial or legal rights, (b) is not a loan to the Fund, and (c) does not provide the Subscriber with any ownership, equity, or other interest in the Fund.
	4. The Subscribe acknowledges and agrees that the Company retains all right, title and interest in all of the Fund's Intellectual Property Rights contained in the Tokens, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. The Subscriber agrees not to use, reverse engineer, modify, or alter any of the Funds Intellectual Property Rights for any reason without the Fund's prior written consent.
4. Indemnity
	1. The Subscriber hereby agrees to indemnify and keep indemnified upon demand the Fund, the Fund Manager, the Administrator and their and their affiliates' shareholders, partners, directors, officers, employees, agents, and advisors (each, an “**Indemnified Party**”), from and against any and all costs, claims, demands, liabilities, expenses, damages or losses including, without limitation, and all interest, penalties and legal and other professional costs and expenses due to or arising out of any breach of the representations or warranties by the Subscriber in or pursuant to this Agreement.
	2. No representation, warranty, acknowledgement or agreement made in this Agreement or in the Articles by the Subscriber will in any manner be deemed to constitute a waiver of any rights granted to the Subscriber under applicable securities laws.
	3. The provisions of this Clause 5 for the indemnification of Indemnified Persons may be relied upon by such Indemnified Persons and may be enforced by such Indemnified Persons against the Subscriber as if such Indemnified Persons were parties hereto and to this extent the Fund shall be deemed to hold the benefit of such indemnity and other provisions on behalf of each Indemnified Person and shall use its reasonable endeavours to assist such Indemnified Person in bringing any proceedings in respect of a claim under this Clause 5. In addition, the Fund may enter into separate agreements with Indemnified Persons on terms consistent with this Clause 5to give effect to the indemnity provisions set forth herein, in addition to the indemnity provisions in the Articles.
5. Representations and Warranties
	1. The Subscriber hereby represents and warrants to the Fund that each representation and warranty contained in Schedule 3 is true, accurate and not misleading on the date of this Agreement and on the date the Subscriber is issued Tokens (if applicable).
	2. Each representation and warranty contained in Schedule 3 or made in writing by the Subscriber in connection with the transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the issue of Tokens to the Subscriber, and shall apply throughout the period during which the Subscriber is a Token Holder.
6. FURTHER ASSURANCE
	1. All information which the Subscriber has provided to the Fund, including the information in this Agreement, is true, correct and complete as of the date hereof, and the Subscriber shall notify the Fund immediately if any representation, warranty or information contained in this Agreement, becomes untrue or incomplete at any time. The Subscriber agrees to provide such information with respect to itself and its direct and indirect beneficial owners and execute and deliver such documents as the Fund may from time to time reasonably request to verify the accuracy of and update the Subscriber’s representations and warranties herein, determine the eligibility of the Subscriber to purchase Tokens in the Fund, establish the identity of the Subscriber and the direct and indirect participants in its investment in Tokens and/or to comply with any law, rule or regulation to which the Fund, the Fund and/or the Fund Manager may be subject, including, without limitation, compliance with any applicable anti-money laundering laws, rules or regulations, or for any other reasonable purpose.
	2. The Subscriber understands and agrees that the Fund may not accept any amounts from a prospective Token Holder if such prospective Token Holder cannot make the representations set forth in Schedule 1. If an existing Token Holder cannot make these representations, in order for the Fund or the Fund Manager to comply with applicable law or regulation and/or if the Fund reasonably believes that the Subscriber has otherwise breached its representations and warranties herein, the Fund may require the compulsory redemption of such person's Tokens as set out in the Articles.
	3. The Subscriber acknowledges and agrees that Tokens may not be minted until such time as the Fund has received and is satisfied with all the information and documentation requested to verify the Subscriber’s identity and its anti-money laundering policies and procedures as the same may be amended from time to time. The Subscriber understands and accepts that in the event that the Fund accepts the subscription prior to confirmation of the Subscriber’s identity to the satisfaction of the Fund, and such confirmation is not forthcoming, the Tokens (if any) allotted to the Subscriber will be compulsorily redeemed pursuant to the Articles and the proceeds (if any) returned to the bank account from which the original subscription moneys (if any) were remitted (or, subject to applicable law, a blocked account), at the Subscriber’s expense and the Subscriber hereby agrees that the Fund shall have no liability in respect of any loss that the Subscriber should suffer as a result of such action being taken.
7. TAX MATTERS
	1. The Subscriber agrees to provide to the Fund, the Fund Manager or their respective agents upon request with any documentation or other information regarding it and its beneficial owners that the Fund, the Fund Manager or their respective agents may require from time to time in connection with the Fund's (or, as applicable, the Fund Manager’s) obligations under, and compliance with, applicable laws and regulations including, but not limited to the ADGM, United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act (“**FATCA**”) and the OECD’s Common Reporting Standard (“**CRS**”) on the exchange of tax information, and any guidance, or Treasury Regulations relating thereto and published from time to time as well as any legislation, rules or practices adopted pursuant to any applicable intergovernmental agreement entered into in connection with the implementation of FATCA or CRS (including those adopted in the UAE).
	2. The Subscriber acknowledges and agrees that (a) such information may be provided to governmental agencies, (b) failure to provide requested information may subject the Subscriber to liability for any resulting withholding taxes, tax information reporting and/or mandatory redemption, transfer or other termination of its interest in the Partnership, and (c) agrees to waive any provision of law or regulation that would, in the absence of such waiver, prevent or inhibit the Fund’s (or, as applicable, the Fund Manager’s) compliance with applicable law as described in this paragraph, including (but not limited to) by preventing (i) the Subscriber from providing any requested information or documentation, (ii) the disclosure by the Fund, the Fund Manager or their respective agents of the provided information or documentation to applicable regulatory authorities or (iii) any withholding by the Fund, the Fund Manager or their respective agents or redemption of the Subscriber’s Tokens.
	3. The Subscriber further acknowledges that the Fund Manager may take such action as it considers necessary in accordance with applicable law in relation to the Subscriber’s holding to ensure that any withholding tax payable by the Fund, and any related costs, interest, penalties and other losses and liabilities suffered by the Fund, the Administrator, or any agent, delegate, employee, director, officer or affiliate of any of the foregoing persons, arising from the Subscriber’s failure to provide any requested documentation or other information to the Fund or Fund Manager, is economically borne by the Subscriber and that such failure may result in the Subscriber being compulsorily withdrawn from the Fund.
	4. The Subscriber declares, represents and warrants that any stamp duties, transfer and other similar taxes in connection with the subscription for, allotment to, purchase of or any transfer of the Token by the Subscriber permitted by the Fund, including and not limited to duties or taxes of any jurisdiction through which or in which an Investment is made will be the Subscriber’s sole liability and that it shall be responsible for the payment thereof.
8. Conflicts Waiver

The Subscriber agrees that, by delivering its subscription agreement, such Subscriber has acknowledged and consented to all conflicts of interest involving the Fund, the Fund Manager and their Affiliates described and/or contemplated herein, in the Prospectus or in the Limited Partnership Agreement, to the maximum extent permitted by law, and to the extent required at any time, shall provide written consent or approvals thereto at the request of the Fund.

1. Confidential Information
	1. The Subscriber understands and agrees that:
		1. the Fund shall be entitled to retain any information it receives, whether within or outside of the ADGM and the UAE, in such manner as it shall, in its reasonable discretion, consider appropriate; and
		2. the Fund reserves the right to engage such agents, whether within or outside of the ADGM and the UAE as, in its absolute discretion, it shall consider appropriate for the purpose of complying with its obligations pursuant to applicable laws and regulations.
2. Subscriber Information AND DATA PROTECTION
	1. The Subscriber understands and agrees that:
		1. the Fund Manager, the Fund and the Administrator shall be entitled to retain any information it receives from or in respect of the Subscriber, whether within or outside the ADGM or UAE, in such manner as it shall consider appropriate for the purposes of applicable laws and regulations including data protection laws of the ADGM; and
		2. the Fund Manager, the Fund and the Administrator reserves the right to engage such service providers and agents, whether within or outside of the ADGM as, in its absolute discretion, it shall consider appropriate for the purpose of complying with its obligations pursuant to applicable laws and regulations including data protection laws of the ADGM.
	2. The Subscriber hereby unconditionally and irrevocably authorises the Fund Manager, the Fund and the Administrator to disclose and transfer any information held by them, including, without limitation, by providing this Agreement (whether an original or a copy) and any other information in relation to the Subscriber, whether or not confidential in nature:
		1. to their directors, officers, employees, agents and other service providers, whether within or outside of the ADGM, where the Fund Manager, the Fund or the Administrator (as applicable) considers such disclosure necessary or appropriate in the normal course of business or to enable them to conduct their affairs; or
		2. where such disclosure is required by any applicable law including data protection laws of the ADGM or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any regulatory, tax or government agency or authority.
	3. The Subscriber hereby gives its consent for any information held by the Fund, Fund or Fund Manager to be transferred out of the ADGM and UAE.
3. Electronic delivery of account information
	1. The Subscriber hereby agrees and consents to have the Fund, the Fund Manager and the Fund electronically deliver Account Communications. “**Account Communications**” means all current and future account statements; the Articles (including all supplements and amendments thereto), tax forms, notices (including privacy notices and payment notices), letters to Subscribers, audited and unaudited financial statements, regulatory communications and other information, reports, documents, data and records relating to the Subscriber’s investment in the Fund. Electronic communication by the Fund Manager and/or the Fund includes email delivery as well as electronically making available Account Communications to the Subscriber on a password-protected website, including the Portal. It is the Subscriber’ affirmative obligation to notify the Fund in writing if any email address set forth in Schedule 2 changes. Neither the Fund nor the Fund Manager will be liable for any interception of Account Communications.
	2. Furthermore the Fund, the Fund Manager, and the Administrator may rely conclusively upon any instruction from the Subscriber believed in good faith to be genuine or to be signed by properly authorised persons on behalf of the Subscriber (a “**Proper Instruction**”) and shall incur no liability whatsoever including, without limitation, any losses (whether direct, indirect, consequential, in contract, tort, or otherwise) in respect of any loss arising from (a) the non-receipt of any instruction relating to Tokens delivered by electronic means or (b) any action taken upon a Proper Instruction.
	3. While no additional charge for electronic delivery will be assessed by the Fund, the Subscriber acknowledges that it may incur charges from its internet service provider or other internet access provider. In addition, the Subscriber acknowledges that there are risks, such as systems outages, that are associated with electronic delivery of Account Communications and agrees that none of the Fund, the Fund Manager, or their respective affiliates will be liable for such risks.
	4. The Subscriber hereby acknowledges and agrees that neither the Fund, Fund Manager nor the Administrator shall be responsible for any mis-delivery or non-receipt of any email if they have not acknowledged receipt of the email or original document provided that reasonable care has been taken with respect to the delivery of such email or document.  Emails sent to the Fund, Fund Manager, or the Administrator shall only be effective when actually acknowledged by the relevant recipient.  In the event that no acknowledgement is received from the Administrator within five days of submission of the request, the Subscriber agrees that it should contact the Administrator to confirm receipt by the Administrator of the request.
4. PARTNERSHIP COUNSEL

The Fund Manager and the Fund are not represented by separate counsel. The attorneys, accountants and other experts who perform services for the Fund may, to the fullest extent permitted by law, also perform services for the Fund Manager and the Fund. It is contemplated that any such dual representation may continue. The Fund has selected Addleshaw Goddard (Middle East) LLP (“**Partnership Counsel**”) as legal counsel to the Fund. Each Limited Partner hereby acknowledges and agrees that Partnership Counsel and any other law firm retained by the Fund or Fund Manager in connection with the formation of the Fund, the offering of interests in the Fund, the management and operation of the Fund, or any dispute between the Fund Manager, the Fund and any Token Holder, is acting as counsel to the Fund Manager or the Fund and as such does not represent or owe any duty to such Token Holder or to the Token Holders as a group. The Subscriber further acknowledges that, whether or not Partnership Counsel has in the past represented or is currently representing such Subscriber with respect to other matters, Partnership Counsel has not represented the interests of any Token Holder in the preparation and/or negotiation of this Agreement.

1. Miscellaneous
	1. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all the counterparts together shall constitute one and the same instrument.

* 1. **Severance**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

* 1. **Entire Agreement**

This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement. Nothing herein shall exclude or limit any claim for fraud or fraudulent misrepresentation.

* 1. **Third Party Rights**

Save in the case of the Indemnified Parties and expressly the Fund Manager and Administrator (who shall have the right to enforce their rights hereunder), the Parties do not intend that any person who is not a named party to this Agreement shall have any right to enforce the provisions hereof, whether by virtue of statute or otherwise.

* 1. **Governing Law and Jurisdiction**
		1. This Agreement, and any non-contractual liabilities or obligations arising out of in connection with it, are governed by, and shall be construed in accordance with, the laws of the ADGM and subject to the exclusive jurisdiction of the courts of the ADGM.
		2. Notwithstanding the foregoing, the Parties agree that any of them may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties’ performance of it from any court of competent jurisdiction.

|  |
| --- |
| **Executed** by the Subscriber…………………………………………………… |
| By: |  |
| Name: |  |
| Title: |  |
| Date: |  |
|  |

The offer to subscribe is hereby accepted by the Fund subject to the conditions set forth in this Agreement.

|  |
| --- |
|  |
| **Executed** by the Fund …………………………………………Subscription Amount Accepted: US$  |
| By: |  |
| Name: |  |
| Title: |  |
| Date: |  |

**Schedule 1**

Subscription Details

**Subscription Amount**: US$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Subscriber**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Subscriber’s Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Facsimile**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Nationality/Place of Incorporation**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of Birth/Incorporation**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Occupation/Nature of Business:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Subscriber’s Wallet Details**:

|  |  |
| --- | --- |
| ***Description of Cryptocurrency*** *(e.g. USDC, USDT)* |  |
| ***Wallet with Institution*** |  |
| ***Wallet Address*** |  |

Subscription proceeds will be paid from the above address and redemption proceeds will be delivered to the above address.

The relevant Stablecoin shall originate from an account or wallet held in the name of the applicant maintained with a regulated exchange or custodian. The applicant will have to demonstrate ownership and control of the account or wallet in accordance with the instruction of the Administrator.

**Subscriber’s Bank Account Details**:

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Swift/ABA Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IBAN Number or Sort Code (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondent Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondent Bank Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Correspondent Bank Account# or swift#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beneficiary Bank Account Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(should be the same as the investor name above)

Beneficiary Bank Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscriber is to provide the payment record (e.g. wire transfer confirmation / acknowledgement / SWIFT copy / transaction hash) showing transfer is remitted from the bank account / wallet as stated on this Subscription Agreement to the Administrator.

**PEP (POLITICALLY EXPOSED PERSONS) DECLARATION**:

Is the Applicant or, if applicable, any of its underlying beneficial owners or controllers (e.g. director, trustee etc.) a senior government, political or military official, or an immediate family member or close associate of such person (a PEP)?

|  |  |
| --- | --- |
|  | Yes |
|  | No |

If yes, please state which government:

If yes, please state what position in the government:

If an immediate family member or close associate of a Politically Exposed Person, please state the nature of the relationship:

*1According to the Financial Action Task Force (FATF), an inter-governmental regulatory body spearheading the implementation of global Anti Money Laundering (AML) and Counter Terrorist Financing (CFT) legislation, PEPs are past or current officeholders, or individuals who are or were formerly entrusted with high-level public functions in a foreign country. Examples of these positions of trust and power include senior politicians, heads of state or of government, senior judicial or military officials, important officials of political parties as well as senior executives of state-owned enterprises*. *Immediate family members or close associates of a PEP are also included in the definition of PEP. ( Source:* [*www.fatf-gafi.org*](http://www.fatf-gafi.org/)*)*

**ULTIMATE BENEFICIAL OWNERSHIP:**

|  |  |
| --- | --- |
|  | I/We certify that I/we shall be the beneficial owners of the interests. |
|  | I/We shall not be the beneficial owner(s) of the interests applied for. I/We are acting on behalf of the beneficial owner(s) of the interests applied for. Name(s) of the beneficial owner(s) of the interests: |

**SOURCE OF WEALTH:**

I/We declare that the source of wealth for my/our application in the Fund is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 The description should be specific and contain details relating to the source from which the funds for the application of Tokens have been received. Generic descriptions like ‘savings’, ‘salary’, ‘investment income’, etc. will not be acceptable.

 The Administrator reserves the right to request for further clarifications or additional documentation, as may be deemed necessary, in order to ensure compliance with applicable anti-money laundering legislation.

Schedule 2

**bank account details**

**Beneficiary Bank:** [●]

**Beneficiary Bank Address:** [●]

**IBAN Number:** [●]

**SWIFT:** [●]

**Beneficiary Name:** [●]

**Beneficiary Address:** [●]

**Beneficiary Account Number:** [●]

**Ref:** [●]

**Currency:** US$

Schedule 3

**Representations and Warranties**

The Subscriber represents and warrants that:

1. The Subscriber has received a copy of, carefully read and understands the Prospectus and the Articles and that, in making its decision to subscribe for the Tokens, the Subscriber has relied solely upon the Prospectus (together with any documents and agreements referred to therein), the Articles, this Agreement and any independent investigations made by the Subscriber. The Subscriber is not relying on the Fund, or the Fund Manager for any tax, legal or financial advice in respect of an investment in the Tokens. In particular, the Subscriber has read and understood those provisions in the Prospectus relating to FATCA and Common Reporting Standards (“**CRS**”), including those provisions enabling the Fund Manager and Fund to take remedial measures (including compulsory transfer of Tokens) in the case of a default under applicable FATCA or CRS requirements.
2. The Subscriber is aware that: (a) investment in the Tokens involves a high degree of risk, lack of liquidity and transferability and is subject to the restrictions set out in the Articles and the Prospectus; and (b) neither the FSRA nor any other regulatory or governmental body has made any finding or determination as to the fairness for investment by persons in, nor has made any recommendation or endorsement of, the Tokens.
3. The Subscriber is experienced and understands the nature of an investment in tokens and tokenisation, and the risk that are associated with this. In particular, the Subscriber confirms and undertakes that it has understood the rights restrictions relating to the Tokens set forth in the Articles, in relation to, among other things, the redemption and burning of the Tokens in certain circumstances.
4. The Subscriber has full power and authority to execute and deliver this Agreement, and to subscribe for and purchase the Tokens and is authorised to pay all amounts it has committed to pay to the Fund.
5. The Subscriber’s purchase of the Tokens and its execution and delivery of this Agreement have been authorised by all necessary action on its behalf, and this Agreement is and, upon acceptance of this Agreement by the Fund, shall be, its legal, valid and binding obligations, enforceable against the Subscriber in accordance with its terms.
6. This Agreement when executed will be a valid and binding obligation of the Subscriber enforceable in accordance with its terms under the laws and regulations, including but not limited to securities regulations, of its country of residence and/or establishment (“**Local Laws**”),except insofar as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditors’ rights or general principles of equity.
7. The execution and performance by the Subscriber of this Agreement and the Articles will not conflict with or result in any breach of or default under its constitutional document or any other agreement, document or instrument to which the Subscriber is a party or by which its assets are bound and is not prohibited by any statute, regulation, directive, case law, judicial, executive or administrative order or decree, in each case under Local Laws; nor is any government consent or filing required for the execution, delivery or performance of this Agreement or the Articles under Local Laws.
8. The funds paid to the Fund, from time to time, do not derive from any unlawful activities under applicable anti-money laundering or anti-corruption legislation.
9. The Subscriber represents that the Tokens are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct or criminal property.
10. The Subscriber has been furnished any materials it has requested relating to the Fund and the opportunity to acquire the Token or any statement made in the Prospectus, and the Subscriber has been afforded the opportunity to ask questions of representatives of the Fund, Fund Manager and the Advisors concerning the terms and conditions of an investment in the Tokens and to obtain any additional information necessary to evaluate the accuracy of any representations or information set forth in the Prospectus. The Subscriber acknowledges that it has received all materials that it has requested relating to the Fund and the Tokens.
11. The Subscriber understands and accepts that in the event that the Fund accepts the subscription prior to confirmation of the Subscriber’s identity to the satisfaction of the Fund and the Administrator, and such confirmation is not forthcoming, the Tokens (if any) allotted to the Subscriber will be compulsorily redeemed and the proceeds (if any) returned to the bank account from which the original subscription moneys (if any) were remitted (or, subject to applicable law, a blocked account), at the Subscriber’s expense and the Subscriber hereby indemnifies the Fund and the Administrator in respect of any loss that the Subscriber should suffer as a result of such action being taken.
12. Other than as set forth in this Agreement, the Prospectus, the Articles or in any other separate agreement in writing with the Fund or the Fund Manager executed in conjunction with the Subscriber's subscription for Tokens, the Subscriber is not relying upon any other information (including, without limitation, any advertisement, presentation, pamphlet, article, notice or other communication published in any newspaper, magazine, website or similar media or broadcast over television, radio or the internet, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising), representation or warranty by the Fund, the Fund Manager, any affiliate of the foregoing or any agent of them, written or otherwise, in determining to invest in the Fund. The Subscriber has consulted to the extent deemed appropriate by the Subscriber with the Subscriber's own advisors as to the financial, tax, legal and related matters concerning an investment in the Tokens and on that basis believes that an investment in the Tokens is suitable and appropriate for the Subscriber.
13. The Subscriber further understands and accepts that the Fund and the Administrator will not confirm acceptance of the Subscriber’s investment, or details of the Tokens allotted to the Subscriber until such time as the Administrator has received the information and documentation verifying the Subscriber’s identity to its satisfaction, including the information and documentation referred to in Schedules 1 and 4 (including the appendices attached thereto).
14. All of the information and documents provided by the Subscriber under Schedules 1 and 4 (including the appendices attached thereto) is true, correct and not misleading and the Subscriber undertakes to notify the Administrator of any material changes thereto.
15. The Subscriber will provide additional documentation to verify identity and/or source of wealth if requested by the Administrator in accordance with the requirements, present or future, of the ADGM or any other jurisdiction whose regulations apply to the Fund.
16. The Subscriber is investing on its own behalf and is not acting on behalf of any other party.
17. The Subscriber is not subject to any United Nations, Office of Foreign Assets Control or European Union sanctions, including any sanctions countering the financing of terrorism, and the Subscriber is not a Restricted Person (as defined in the Articles).
18. The Subscriber understands that enhanced due diligence may need to be undertaken, and the Fund reserves the right to decline the subscription, for any reason, including for any legal or regulatory reason, where the Subscriber is a senior political figure, or an immediate family member or close associate of a senior political figure, or acting on behalf of a senior political figure.
19. In completing and submitting this Agreement, the Subscriber is acting in full compliance with all Local Laws and laws of the ADGM and UAE and any admission as a Token Holder will not contravene any such Local Laws or ADGM or UAE laws. The Tokens are not being acquired and will not be held in violation of any applicable laws.
20. The Subscriber was offered the Tokens through private negotiations, not through any general solicitation or general advertising, and in the jurisdiction listed in the Subscriber’s permanent address set forth in this Agreement and intends that the securities laws of that jurisdiction govern the Subscriber’s subscription. The Subscriber represents and acknowledges that it has consulted with legal counsel and become fully informed as to the legal requirements within the Subscriber’s home country for the purchase of Tokens and that the Subscriber is permitted to purchase Tokens under the laws and regulations of the Subscriber’s home country in the manner in which the Tokens have been offered and sold, any foreign exchange restrictions applicable to the Subscriber and any relevant tax considerations relating to the Subscriber arising out of the Subscriber’s purchase and ownership of a Token. The Subscriber has satisfied any additional or different suitability standards imposed by the Subscriber’s jurisdiction of residence or jurisdiction of incorporation or other organisation or imposed by any other applicable laws, and the Subscriber has complied with and will comply with all laws relating to the Subscriber’s acquisition of Tokens, including any currency or exchange control laws.
21. The Subscriber meets the criteria to be classified as a "**Professional Client"** as provided for under section 2 of the Conduct of Business Rulebook (“**COBS**”) of the FSRA Regulations. Please note that as per FSRA Regulations and the Funds Rules, only Subscribers meeting the criteria to be classified as Professional Clients and/or Market Counterparties can be accepted as subscribers of Token. Please also note that the Subscriber is responsible for keeping the Administrator informed of any changes or other matters that may be of relevance to meeting applicable criteria.

Please tick the boxes below as appropriate.

☐ I/We confirm that where the Subscriber is an **Individual** s/he meets the criteria to qualify as an ‘Assessed’ Professional Client as provided for under Rule 2.4.4 of COBS and that the Subscriber (a) has net assets of at least $500,000 (excluding the value of the primary residence of the Subscriber); and (b) has sufficient experience of and fully understands the financial markets, products, transactions and risks involved in relation to an investment in the Fund.

☐ I/We confirm that where the Subscriber is an **Undertaking** it qualifies as a “Professional Client” under the Conduct of Business Rulebook of the Financial Services Regulatory Authority (“**COBS**”) being either (a) a ‘Deemed’ Professional Client as provided for under Rule 2.4.2 of COBS\*; (b) an Undertaking meeting the criteria to qualify as an ‘Assessed’ Professional Client as provided for under Rule 2.4.4 of COBS; or (c) the Subscriber has a controller, Holding Company, Subsidiary or Joint Venture Partner qualifying as either a ‘Deemed’ Professional Client or meeting the criteria to qualify as an ‘Assessed’ Professional Client.  To the extent that the Subscriber is confirming that they are an Undertaking, or the Subscriber has a controller, Holding Company, Subsidiary or joint venture partner, meeting the criteria to qualify as an ‘Assessed’ Professional Client, the Subscriber is confirming that: (a) the Subscriber or its controller, Holding Company, Subsidiary or joint venture partner has own funds or called up capital of at least $500,000; and (b) has sufficient experience of and fully understands the financial markets, products, transactions and risks involved in relation to an investment in the Fund.

\*Please indicate on what basis the Subscriber is a “Deemed Professional Client” by ticking one of the boxes below:

☐ a Large Undertaking as specified below;

☐ a supranational organisation whose members are either countries, central banks or national monetary authorities;

☐ a properly constituted government, government agency, central bank or other national monetary authority of any country or jurisdiction;

☐ a public authority or state investment body;

☐ an Authorised Market Institution, Regulated Exchange or regulated clearing house;

☐ an Authorised Person;

☐ the management company of a regulated pension fund;

☐ a Collective Investment Fund or a regulated pension fund;

☐ a Body Corporate whose shares are listed or admitted to trading on any exchange of an IOSCO member country;

☐ any other institutional investor whose main activity is to invest in financial instruments, including an entity dedicated to the securitisation of assets or other financial transactions;

☐ a trustee of a trust which has, or had during the previous 12 months, assets of at least $10 million; or

☐ a single family office with respect to its activities carried on exclusively for the purposes of, and only in so far as it is, carrying out its duties as a single family office.

A person is a “Large Undertaking” if the person met, as at the date of its most recent financial statements, at least two of the following requirements:

* 1. it has a balance sheet total of at least $20 million (a ‘balance sheet total’ means the aggregate of the amounts shown as assets in the balance sheet before deducting both current and long-term liabilities);
	2. it has a net annual turnover of at least $40 million; or
	3. it has own funds or called up capital of at least $2 million (‘own funds’ means cash and investments as shown in the balance sheet and ‘called up capital’ means all the amounts paid-up on allotted shares, less any amounts owing on allotted shares).
1. ☐ I/We do not elect to be treated as a **Retail Client** under the FSRA laws and regulations. (A “Retail Client” is any person who is not classified as a “Professional Client”).
2. The Subscriber is not a “**U.S. Person**” (as defined in Rule 901 as promulgated under the U.S. Securities Act of 1933, as amended) and is not subscribing for Tokens for the account or benefit of any person or entity who is a U.S. Person.

A “**U.S. Person**” is defined by the U.S. Securities Act of 1933 as:

* 1. any natural person resident in the United States;
	2. any partnership or corporation organized or incorporated under the laws of the United States;
	3. any estate of which any executor or administrator is a “U.S. Person;”
	4. any trust of which any trustee is a “U.S. Person;”
	5. any agency or branch of a non-United States entity located in the United States;
	6. any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a “U.S. Person;”
	7. any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
	8. any partnership or corporation if: (A) organized or incorporated under the laws of any non-United States jurisdiction; and (B) formed by a “U.S. Person” principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), unless it is organized or incorporated, and owned, by “accredited investors” (as defined in Regulation D of the U.S. Securities Act) who are not natural persons, estates or trusts.
1. The Subscriber hereby confirms that:
	1. The Subscriber is not a **United States person** as such term is defined for US federal income tax purposes (referred to herein as a “US Holder” and defined below).
	2. The Subscriber has properly executed and furnished an appropriate IRS Form W-8 and/or FATCA/CRS Self-Certification Form as per Appendix 1 or Appendix 2 (whichever applicable) certifying as to its non-US tax status and, if the Subscriber is an entity that has identified itself as a “passive NFFE” on an IRS Form W-8BEN-E or other appropriate IRS Form W-8 furnished to the Company, the Subscriber has included requested information regarding any US controlling persons in such IRS Form W-8 or a separate entity self-certification.
	3. The Subscriber (i) agrees to provide the Company or its agents with such additional tax information as the Company or its agents may from time to time request, (ii) acknowledges and agrees that such information may be provided to the United States and other governmental agencies, (iii) acknowledges and agrees that failure to provide requested information may subject the Subscriber to liability for any resulting US withholding taxes, US tax information reporting and/or mandatory redemption, transfer or other termination of its interest in the Fund, and (iv) agrees to waive any provision of law that would prevent such reporting, withholding or termination of its interest in the Fund.
	4. The Subscriber is not a partnership, estate, trust, S corporation, nominee or similar pass-through entity that is owned, directly or indirectly through one or more other such pass-through entities, by a US Holder.
	5. The Subscriber is not an entity that is treated as a partnership, grantor trust or S corporation for US federal income tax purposes or, if the Subscriber is such an entity, substantially all of the value of each of the Subscriber’s beneficial owner’s (direct or indirect) interest in the Subscriber is not attributable to the Subscriber’s interest in the Fund.

As used herein, the term **US Holder** means: a US citizen or resident alien of the United States (as defined for US federal income tax purposes); any entity treated as a partnership or corporation for US tax purposes that is created or organized in, or under the laws of, the United States or any state thereof (including the District of Columbia); any other partnership that is treated as a US Holder under U.S. Treasury Department regulations; any estate, the income of which is subject to US income taxation regardless of source; and any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more US fiduciaries. Persons who have lost their US citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as US Holders.

1. The Subscriber agrees to provide to the Fund, the Fund Manager or their respective agents upon request with any documentation or other information regarding it and its beneficial owners that the Fund, the Fund Manager or their respective agents may require from time to time in connection with the Fund’s (or, as applicable, the Fund Manager’s) obligations under, and compliance with, applicable laws and regulations including, but not limited to the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act (“**FATCA**”) and the OECD’s Common Reporting Standard (“**CRS**”) on the exchange of tax information, and any guidance, or Treasury Regulations relating thereto and published from time to time as well as any legislation, rules or practices adopted pursuant to any applicable intergovernmental agreement entered into in connection with the implementation of FATCA or CRS (including those adopted in the UAE). By executing this Agreement, the Subscriber waives any provision under the laws and regulations of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the Fund’s (or, as applicable, the Fund Manager’s) compliance with applicable law as described in this paragraph, including (but not limited to) by preventing (i) the Subscriber from providing any requested information or documentation, or (ii) the disclosure by the Fund, the Fund Manager or their respective agents of the provided information or documentation to applicable regulatory authorities. The Subscriber further acknowledges that the Fund Manager may take such action as it considers necessary in accordance with applicable law in relation to the Subscriber’s holding to ensure that any withholding tax payable by the Fund, and any related costs, interest, penalties and other losses and liabilities suffered by the Fund, the Administrator, or any agent, delegate, employee, director, officer or affiliate of any of the foregoing persons, arising from the Subscriber’s failure to provide any requested documentation or other information to the Fund or Fund Manager, is economically borne by the Subscriber and that such failure may result in the Subscriber being compulsorily withdrawn from the Fund.

**Schedule 4**

Anti-Money Laundering

Please provide the following documentation:

**INDIVIDUALS**

* Government issued Photo Identity bearing the photograph of the client /investor, for example current valid passport, driver’s licence, national identity card etc; an official government identification document in digital form and issued by a governmental competent authority is considered valid;
* Proof of residential address (not older than 3 months) for example utility bill (gas, electricity, telephone, etc.), bank statement, tenancy contract, rent statement, correspondence from government agency, etc. The client / investor can also provide the soft copies of the relevant proof along with the proof of download or direct receipt by email from the service provider;
* Confirmation of source of wealth (i.e. how the individual’s wealth or net worth was acquired or accumulated).

**2. CORPORATE APPLICANTS**

* Certificate of Incorporation;
* Certificate of Change of Name, if applicable;
* Latest Memorandum and Articles of Association;
* Certificate of Incumbency / Commercial License / Relevant Authority Extract (if applicable) – not older than 3 months;
* Register of Shareholders / Members – of the current date (unless already included in the certificate of incumbency);
* Register of Directors – of the current date (unless already included in the certificate of incumbency) with full name;
* Authorised Signatory List with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* Valid Identity proof and proof of address of at least one director.;
* Valid Identity proof and proof of address of all authorised signatories who deal directly with the fund and have the power to give instructions;
* Valid Identity proof and address proof for all the shareholders / beneficial owners that are natural persons holding 25% or more directly or indirectly shares of the company. If none, then KYC of all the individuals who exercise control over the management of the company or otherwise identified as the beneficial owner of the company. ;
* Organisational structure chart, this should also include any subsidiaries, signed and dated by a director, company secretary or registered agent and clearly stating the percentage of ownership and jurisdiction at each level and KYC information at each level depending on the legal status of each level up to ultimate beneficial owners;
* Confirmation of source of wealth (e.g. audited financial statements);
* Board resolution from the investor for the transaction as appropriate and conferring authority on those giving the instructions.

**3. PARTNERSHIPS AND UNINCORPORATED BODIES**

* Partnership Agreement;
* Certificate of Registration (if applicable);
* Register of partners;
* Valid identity proof and proof of address of general partner / the partner exercising executive authority over the partnership;
* Valid identity proof t and proof of address as per investor type for all individual partners or beneficial owner of a corporate partner who are holding 25% or more interest of the partnership or entitled to 25% or more profits of the partnership or exercise control over the partnership or otherwise identified as beneficial owner of the partnership.
* Authorised Signatory List of the partnership with specimen signature and authority to sign on behalf of the partnership;
* Valid Identity proof and proof of address of all individuals (authorised signers / partners) who deal directly with the fund and have power to give instructions on behalf of the partnership;
* Organisational structure chart, signed and dated by the general partner (or director of a corporate general partner) and clearly stating the percentage of ownership and jurisdiction at each level until the ultimate natural persons are identified and KYC information at each level depending on the legal status of each level up to ultimate beneficial owners;
* Confirmation of source of wealth (e.g. audited financial statements).
* Mandate resolution from partnership as appropriate authorising the investment and conferring authority on those giving the instructions.

**4. TRUSTS**

* Trust deed or specific document establishing the trust;
* Valid Identity proof and address proof of the trustee(s), settlor(s), beneficiary(ies) (or class(es) of beneficiaries), protector(s) (if applicable), and enforcer(s) (if applicable) according to section 1 or 2 depending on their type of legal form;
* Authorised Signatory List of the trustee with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* Identity proof and address proof of all individuals (authorised signers) who have power to give instructions on behalf of the trustee and deal directly with the fund;
* Confirmation of source of wealth (e.g. audited financial statements).
* Trustee resolution authorising the investment and conferring authority on those giving instructions.

**5. FUND / POOLED INVESTMENT VEHICLES ADMINISTERED BY AN UNREGULATED FUND ADMINISTRATOR**

* Certificate of Incorporation or equivalent of the Fund;
* Certificate of Change of name, if applicable;
* Memorandum and Article of Association of the Fund;
* Offering Memorandum, supplement etc.;
* Certificate of Incumbency / Commercial License / Relevant Authority Extract (if applicable) – not older than 3 months;
* Register of Directors – of the current date (unless already included in the certificate of incumbency) with full name
* Authorised Signatory List with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* Valid Identity proof and address proof of the individuals (authorised signers / directors) who have the power to give instructions on behalf of the investor and deal directly with the Fund;
* Register of shareholders (unless already included in the certificate of incumbency);
* KYC documents as per investor type for those investors holding more than 25% share / interest of the fund;
* Board resolution from the investor authorising the investment and conferring authority on those giving instructions.

**6. FOUNDATION, ENDOWMENTS AND REGISTERED CHARITIES**

* Certificate of Registration;
* By-laws or charter or specific document establishing the foundation;
* Valid Identity proof and address proof of the founder(s), council member(s), beneficiary(ies) (or class(es) of beneficiaries) and natural person who has ultimate control over the foundation according to section 1 or 2 depending on their type of legal form;
* Authorised Signatory List of the foundation with specimen signature on foundation letterhead – clearly stating the signatory power or council resolution giving the authority;
* Valid Identity proof and address proof of all individuals (authorised signers) who have power to give instructions on behalf of the foundation and deal directly with the fund;
* Confirmation of source of wealth (e.g. audited financial statements).
* Council resolution authorising the investment and conferring authority on those giving instructions.

**7. ENDOWMENTS AND REGISTERED CHARITIES**

* They shall be treated for AML purposes according to their legal form.

**8. Situations where simplified due diligence can be applied:**

**A. REGULATED FINANCIAL INSTITUTIONS OR ITS SUBSIDIARY /HOLDING COMPANY**

* Certificate of Incorporation or equivalent;
* Certificate of Change of name, if applicable;
* AML Reliance Letter on financial institution’s letter head confirming supervised for compliance with AML/CFT requirements consistent with standards set by the FATF and that identification documents (where applicable) shall be provided upon request;
* Authorised Signatory List with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* Identify proof and address proof of the individuals (authorised signers / director) who have the power to give instructions on behalf of the investor and deal directly with the fund;
* Organisational structure chart, signed and dated by the director and clearly stating the percentage of ownership and jurisdiction at each level (not required to identify the beneficial owner of the structure), if applicable;
* Proof of regulated status (to be downloaded from the regulatory authority’s online register)
* Board resolution from the investor authorising the investment and conferring authority on those giving instructions.

**B. LISTED COMPANIES – ON A RECOGNISED STOCK EXCHANGE**

* Certificate of Incorporation or equivalent;
* Certificate of Change of name, if applicable;
* Authorised Signatory List with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* Identity proof of the individuals (authorised signers / directors) who have the power to give instructions on behalf of investor;
* Proof of stock exchange listing (to be downloaded from the relevant stock exchange’s website);
* List of directors (to be downloaded from the stock exchange website or other public sources);
* Latest annual report (to be downloaded from the stock exchange website);
* Board resolution from the investor authorising the investment and conferring authority on those giving instructions.

**C. FUND / POOLED INVESTMENT VEHICLES ADMINISTERED BY A REGULATED FUND ADMINISTRATOR**

* Certificate of Incorporation or equivalent;
* Certificate of Change of name, if applicable;
* AML Reliance Letter on company letter head from the fund’s regulated fund administrator in a country of equivalence and that identification documents (where applicable) shall be provided upon request;
* Proof of regulated status of the fund administrator / eligible financial institution (can be downloaded from the regulatory authority’s website);
* Authorised Signatory List with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* Identity proof of the individuals (authorised signers / directors) who have the power to give instructions on behalf of client / investor and deal directly with the fund;
* Board resolution from the investor authorising the investment and conferring authority on those giving instructions.

**D. REGULATED FINANCIAL INSTITUTIONS AS NOMINEE INVESTING ON BEHALF OF THIRD PARTIES**

* Certificate of Incorporation or equivalent;
* Certificate of Change of name, if applicable;
* AML Reliance Letter on financial institution’s letter head and that identification documents (where applicable) shall be provided upon request;
* Proof of regulated status of the financial institution (can be downloaded from the regulatory authority’s website);
* Authorised Signatory List with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* List of directors (can be downloaded from the regulatory authority’s website or other reliable public resources or provided by the applicant, if not available publicly);
* Organisational structure chart, signed and dated by the director and clearly stating the percentage of ownership and jurisdiction at each level (not required to identify the beneficial owner of the structure);
* Identity proof and address proof of the individuals (authorised signers / directors) who have the power to give instructions on behalf of the investor and deal directly with the fund;
* Board resolution from the investor authorising the investment and conferring authority on those giving instructions.
* Name of the principal on whose behalf the nominee is making the investment which can be confirmed through email or in the AML Letter.

**E. TRUSTS WHOSE TRUSTEE IS A REGULTED ENTITY**

* Trust deed or specific document establishing the trust or extract of the trust deed or a confirmation letter from the trustee on the set-up of the trust, date, settlor, beneficiary, protector, if any, nature of the trust etc.;
* AML Reliance letter and that identification documents (where applicable) shall be provided upon request;
* Proof of regulated status of the trustee (can be downloaded from the regulatory authority’s website);
* Authorised Signatory List of the trustee with specimen signature on company letterhead – clearly stating the signatory power or board resolution giving the authority;
* Identity proof and address proof of all individuals (authorised signers) who have power to give instructions on behalf of the trustee and deal directly with the fund;
* List of directors of the trustee (can be downloaded from the regulatory authority’s website or other reliable public resources or provided by the applicant, if not available publicly);
* Trustee resolution authorising the investment and conferring authority on those giving instructions.

**F. BODY CORPORATE WHOLLY OWNED BY THE FEDERAL GOVERNMENT OF THE UAE OR MEMBER EMIRATE OR CREATED BY EMIRI DECREE WITHIN THE UAE**

* Proof of government owned status of the body corporate (can be referenced from the Federal or Member Emirate government website or other reliable public resources);
* List of directors or members of governing body (can be referenced from the body corporate’s website or other reliable public resources);
* Authorised Signatory List with specimen signature on body corporate letterhead – clearly stating the signatory power or board resolution giving the authority (in case this is not available on the website or other reliable public resources)

Note:

1. Where documents are not in English, a notarized translation is required.
2. The certified document must not be previously certified.
3. Certifier: A certifier must be a suitably qualified person, such as a registered lawyer, registered certified public or professional accountant, a registered notary public. The certifier should sign the copy document (printing his/her name clearly underneath) and clearly indicate his/her position/capacity, professional designation, professional number on it together with a contact address and telephone number. The certified document must be clear, legible, signed and dated no more than three months prior to the date of receipt. The certifier must indicate that the document is a true copy of the original and that the photograph is a true likeness of the person.
4. The passport copy must show the following: legible photo identification, legible signature, identification/passport number and country of issuance, issue and expiry dates, full name, date and place of birth and nationality.

ID documents provided without a signature should contain the bearer of the document signature on the copy and the signature should be certified together with the document itself. The certifier must indicate the bearer of the document has signed in his/her presence.

######

**Appendix 1**

**FATCA / crs forms - individual**

**Individual (Controlling Person’s) Self-Certification for FATCA and CRS**

**Instructions for completion**

*We are obliged under the Foreign Account Tax Compliance Act (****FATCA****), related intergovernmental agreements (“****IGAs****”) and regulations based on the OECD Common Reporting Standard (“****CRS****”) to collect certain information about each investor’s tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor’s interests in the Fund with relevant tax authorities .This form is intended to request information only where such request is not prohibited by local law.*

*If you have any questions about this form or defining the investor’s tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser.*

*For further information on FATCA or CRS please refer to the US Department of the Treasury’s website at* [*http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-*FATCA](http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA) or *the following link to the OECD CRS Information Portal at:* [*http://www.oecd.org/tax/automatic-exchange/ i*](http://www.oecd.org/tax/automatic-exchange/)*n the case of CRS only.*

*If any of the information below about the investor’s tax residence or FATCA/CRS classification changes in the future, please advise of these changes promptly.*

 *Please note that where there are joint or multiple account holders each investor is required to complete a separate* *Self-Certification form.*

***Sections 1, 2, 3 and 5 must be completed by all investors.***

***Section 4 should only be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity.*** *For further guidance see*

[*http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-com*](http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314)

[*mentaries/#d.en.345314*](http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314)

*(****Mandatory fields are marked with an \*)***

**Section 1**: **Subscriber Identification**

**Subscriber Name\*:**

**Current Residential Address\*:**

Number: Street:

City, Town, State, Province or County: \_

Postal/ZIP Code: Country:

**Mailing address (if different from above):**

Number: Street:

City, Town, State, Province or County: \_

Postal/ZIP Code: Country:

**Place of Birth\***

**Town or City of Birth\*:** Country of Birth\*:

Date of Birth\**(dd/mm/yyyy)*:

**Section 2: FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes\*:**

Please tick either (a) **or** (b) and complete as appropriate.

(a)  I confirm that [**I am**]/[the investor is] a U.S. citizen and/or resident in the U.S. for tax purposes and

[my]/[its] U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

**OR**

(b)  I confirm that [**I am not**]/[the investor is not] a U.S. citizen or resident in the U.S. for tax purposes.

**Section 3: CRS Declaration of Tax Residency (please note you may chose more than one country)\***

Please indicate your/ the investor’s country of tax residence (if resident in more than one country please detail all countries of tax residence and associated taxpayer identification numbers (“TIN”). Please see the CRS Portal for more information on Tax Residency.

|  |  |
| --- | --- |
| **Country of Tax Residency** | **Tax ID Number** |
|  |  |
|  |  |
|  |  |

**NOTE:** Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not

issue a TIN.

**Section 4 – Type of Controlling Person**

(ONLY to be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution)

For joint or multiple Controlling Persons please complete a separate Self-Certification form for each Controlling Person

|  |  |  |
| --- | --- | --- |
| ***Please Confirm what type of Controlling Person applicable under CRS that******applies to you/the investor by ticking the appropriate box.*** | **Please****Tick** | **Entity Name** |
| 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 5: 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.

Authorised Signature\*:

Print Name\*:

Date: (dd/mm/yyyy)\*:

Capacity\*:

**Appendix 2**

**FATCA / crs forms** - **entity**

**Entity Self-Certification for FATCA and CRS**

**Instructions for completion**

*We are obliged under the Foreign Account Tax Compliance Act (****FATCA****), related intergovernmental agreements (“****IGAs****”) and regulations based on the OECD Common Reporting Standard (“****CRS****”) to collect certain information about each investor’s tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor’s interests in the Fund with relevant tax authorities .This form is intended to request information only where such request is not prohibited by local law.*

*If you have any questions about this form or defining the investor’s tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser.*

*For further information on FATCA or CRS please refer to the US Department of the Treasury’s website at* [*http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-*FATCA](http://www.irs.gov/Businesses/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA) or *the following link to the OECD CRS Information Portal at:* [*http://www.oecd.org/tax/automatic-exchange/ i*](http://www.oecd.org/tax/automatic-exchange/)*n the case of CRS only.*

*If any of the information below about the investor’s tax residence or FATCA/CRS classification changes in the future, please ensure that we are advised of these changes promptly.*

*(Mandatory fields are marked with an \*)*

***Subscribers that are individuals should not complete this form and should complete the form entitled “Individual Self-Certification for FATCA and CRS”.***

**Section 1**: **Subscriber Identification**

**Subscriber Name\*:** (the "**Entity**”)

**Country of Incorporation or Organisation:**

**Current Registered Address\***:

Number: Street:

City, town, State, Province or County:

Postal/ZIP Code: Country: \_

**Mailing address (if different from above):**

Number: Street:

City, town, State, Province or County:

Postal/ZIP Code: Country:

**Section 2: FATCA Declaration Specified U.S. Person:**

Please tick either (a), (b) or (c) below and complete as appropriate.

**a)** The Entity **is** a *Specified U.S. Person* and the Entity’s U.S. Federal Taxpayer Identifying number (U.S. TIN) is as follows:

**U.S. TIN:**

**Or**

**b)** The Entity is **not** a *Specified U.S. Person* (please also complete Sections 3, 4 and 5)

**Or**

**c)** The Entity is a US person but **not** a *Specified U.S. Person* (please also complete Sections 3, 4 and 5)

**Section 3: Entity’s FATCA Classification\* (the information provided in this section is for FATCA, please note your classification may differ from your CRS classification in Section 5):**

**3.1 Financial Institutions under FATCA:**

If the Entity is a *Financial Institution***,** please tick one of the below categories and provide the Entity’s GIIN at 3.2

|  |  |  |
| --- | --- | --- |
| I. | *Partner Jurisdiction Financial Institution* |  |
| II. | *Registered Deemed Compliant Foreign Financial Institution* |  |
| III. | *Participating Foreign Financial Institution* |  |

**3.2** Please provide the Entity’s *Global Intermediary Identification number (GIIN)*

**3.3** If the Entity is a *Financial Institution* but unable to provide a *GIIN*, please tick one of the below reasons:

|  |  |  |
| --- | --- | --- |
| I. | The Entity has not yet obtained a *GIIN* but is sponsored by another entity which does havea *GIIN*Please provide the sponsor’s name and sponsor’s *GIIN :*Sponsor’s Name: Sponsor’s *GIIN:*  |  |
| II. | *Exempt Beneficial Owner* |  |
| III. | *Certified Deemed Compliant Foreign Financial Institution (including a deemed compliant**Financial Institution* under Annex *II of the Agreement)* |  |
| IV. | *Non-Participating Foreign Financial Institution* |  |
| V. | *Excepted Foreign Financial Institution* |  |

**3.4 Non-Financial Institutions under FATCA:**

If the Entity is not a Financial Institution, please tick one of the below categories

|  |  |  |
| --- | --- | --- |
| I. | *Active Non-Financial Foreign Entity* |  |
| II. | *Passive Non-Financial Foreign Entity**(If this box is ticked, please include self-certification forms for each of your Controlling**Persons)* |  |
| III. | *Excepted Non-Financial Foreign Entity* |  |

**Section 4: CRS Declaration of Tax Residency (please note that you may choose more than one country)\***

Please indicate the Entity’s country of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers (“TIN”)).

**NOTE:** Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not issue a (TIN).

If the Entity is not tax resident in any jurisdiction (e.g., because it is fiscally transparent), please indicate that below and provide its place of effective management or country in which its principal office is located.

|  |  |
| --- | --- |
| **Country of Tax Residency** | **Tax ID Number** |
|  |  |
|  |  |
|  |  |

**Section 5: Entity’s CRS Classification\*(**The information provided in this section is for CRS. Please note an Entity's

CRS classification may differ from its FATCA classification in Section 3):

For more information please see the CRS Standard and associated commentary.

[http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-com mentaries/#d.en.345314](http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314)

**5.1 Financial Institutions under CRS:**

If the Entity is a *Financial Institution***,** please tick one of the below categories

|  |  |  |
| --- | --- | --- |
| I. | *Financial Institution under CRS(other than (II) below)* |  |
| II. | An *Investment Entity* located in a *Non-Participating Jurisdiction* and managed by another*Financial Institution* (If this box is ticked, please indicate the name of any Controlling Person(s) of the Entity and complete a separate individual self-certification forms for each of your Controlling Persons \*\*) |  |

**5.2 Non Financial Institutions under CRS:**

If the Entity is a *Non Financial Institution***,** please tick one of the below categories

|  |  |  |
| --- | --- | --- |
| I. | *Active Non-Financial Entity* – a corporation the stock of which is regularly traded on anestablished securities market or a corporation which is a related entity of such a corporation |  |
| II. | *Active Non-Financial Entity* – a Government Entity or Central Bank |  |
| III. | *Active Non-Financial Entity* – an International Organisation |  |
| IV. | *Active Non-Financial Entity* – other than (I)-(III) (for example a start-up NFE or anon-profit NFE) |  |
| V. | *Passive Non-Financial Entity* (If this box is ticked, please complete a separate IndividualSelf-Certification Form for each of your Controlling Person(s) ) |  |

**\*\*Controlling Person’s:**

**NB: Please note that each Controlling Person must complete a Separate Individual Self-Certification form.**

**If there are no natural person(s) who exercise control of the Entity then the Controlling Person will be the natural person(s) who hold the position of senior managing official of the Entity.**

*For further information on Identification requirements under CRS for Controlling Persons, see the Commentary to Section VIII of the CRS Standard.*

[*http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commenta ries/#d.en.345314*](http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314)

**Section 6: Declarations and Undertakings**

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

**Authorised Signature(s)\*:**

**Print Name(s)\*:**

**Capacity in which declaration is made\***:

**Date: (dd/mm/yyyy):\***