Henderson Gartmore Fund
Societe d'Investissement a Capital Variable (SICAV)

APPLICATION FORM FOR PRIVATE INVESTORS

Valid from 1 January 2016

Capitalised terms used in this application form but not defined herein will have the same meaning as in the Prospectus.

Please ensure you have read the Prospectus for Henderson Gartmore Fund (as amended from time to time) prior to completing this application form. Investors are required to have read the latest version of the relevant Key Investor Information Document (the "KIID") prior to placing a subscription. These documents are available from www.henderson.com

Please complete this form in BLOCK CAPITALS and return to the below details.

All sections are mandatory unless otherwise stated.

Henderson Gartmore Fund, c/o RBC Investor Services Bank S.A., 14 Porte de France, L-4360 Esch-sur-Alzette, Grand Duchy of Luxembourg
Tel: +352 2605 9601, Fax: +352 2460 9937

If faxed, please also send the original and all supporting documentation to the address above.

SECTION 1 – Investor Information

1.1 General information on investor

Title (Mr, Mrs, Ms, Other)	Date of Birth
Surname	City of Birth
Full first Name(s)	Country of Birth
Occupation and business activity (If retired, please state main occupation during active life)	

If the investor is under 18, please tick the box opposite and complete Section 1.4 with guardian details ☐

Permanent residential address (PO Box and c/o addresses will not be accepted)

Number and street		
City/town	Postcode	Country
Tel no.	Fax	Email*

1.2 Tax Residency

Tax regulations[1] require us to collect certain information about each investor's tax residency[4]. In certain circumstances (including if we do not receive a valid self-certification from you) we may be obliged to share information about your account(s) with the Luxembourg tax authorities who may in turn share the information with any or all participating tax jurisdictions[5]. If you have any questions about your tax residency, please contact your tax adviser. For further information, please see the OECD Automatic Exchange Portal http://www.oecd.org/tax/automatic-exchange/portal.

Please indicate all the countries in which you are resident for tax purposes and your associated Tax Identification Number(s) in the table below. If you are also a US citizen you must include United States in this table along with your US Tax Identification Number. If you have any questions about your tax residency[4], please contact your tax adviser.

Country/Countries of tax residency	Tax identification number(s)

* Henderson is increasingly communicating investors via email. Therefore, we ask that you include your email address. This would not be used for marketing purposes

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1.3 Account designation (if applicable)

1.4 Information on any additional investors (if applicable)

Please tick which applies: Joint Holder ☐ Guardian ☐ Proxy ☐

General information on additional investor

Title (Mr, Mrs, Ms, Other)	Date of Birth
Surname	City of Birth
Full first Name(s)	Country of Birth
Occupation and business activity (If retired, please state main occupation during active life)	

Permanent residential address (PO Box and c/o addresses will not be accepted)

Number and street		
City/town	Postcode	Country
Tel no.	Fax	Email*

Tax Residency

Tax regulations[1] require us to collect certain information about each investor's tax residency[4]. In certain circumstances (including if we do not receive a valid self-certification from you) we may be obliged to share information about your account(s) with the Luxembourg tax authorities who may in turn share the information with any or all participating tax jurisdictions[5]. If you have any questions about your tax residency, please contact your tax adviser. For further information, please see the OECD Automatic Exchange Portal http://www.oecd.org/tax/automatic-exchange/portal.

Please indicate all the countries in which you are resident for tax purposes and your associated Tax Identification Number(s) in the table below. If you are also a US citizen you must include United States in this table along with your US Tax Identification Number. If you have any questions about your tax residency[4], please contact your tax adviser.

Country/Countries of tax residency	Tax identification number(s)

For further joint holders, proxies or guardians, please use an additional sheet and provide full details as requested in Section 1.4.

Please note that in the case of joint holders, all applicants will be considered as joint applicants, but individual signatory powers apply. Reporting will be sent to the first named Applicant as defined in the Terms and Conditions attached.

[1] The term "tax regulations" refers to regulations created to enable automatic exchange of information and include Foreign Account Tax Compliance Act (FATCA)2 and the OECD Common Reporting Standard (CRS3) for Automatic Exchange of Financial Account Information.

[2] FATCA. FATCA regulations in sections 1471 to 1474 of the US Internal Revenue Code and the Treasury regulations and official guidance issued thereunder, as amended from time to time. FATCA regulations have been adopted in Luxembourg by the Law of 24 July 2015 ratifying the Intergovernmental agreement between United States and Luxembourg of 28 March 2014.

[3] CRS. Luxembourg regulations based on the OECD Common Reporting Standard.

[4] In general, you are tax resident where you are liable to taxes, based on where you live and work permanently although different jurisdictions have different rules in relation to tax residency.

[5] Those countries that have agreed to exchange information under FATCA and the CRS.

[6] If you are tax resident only in a jurisdiction which is not a participating or reporting jurisdiction under these tax regulations you are not required to provide your Tax Identification Number.

* Henderson is increasingly communicating investors via email. Therefore, we ask that you include your email address. This would not be used for marketing purposes

SECTION 2 – Investor payment instructions

2.1 Investor payment instruction - to be used in the case of redemption/dividend payments

Bank name		
Street/No		
Postcode	City	Country
BIC/SWIFT Code		
and/or National Bank Code (ex: BLZ, sort code)		
IBAN or Account Number*		
Account holder name**		
Account currency		

In case payment must be made through a **correspondent bank**, please provide the following information:

Bank name		
Street/No		
Postcode	City	Country
BIC/SWIFT Code		
and/or National Bank Code (ex: BLZ, sort code)		
IBAN or Account Number*		
Account holder name**		
Account currency		

If you wish to provide bank details in more than one currency, please write this additional information on a separate sheet and provide it with this application.

2.2 Dividend income

Please indicate if you wish for dividends to be reinvested, or paid out to the bank account as detailed above.
If neither box is ticked, dividends will be reinvested as a default.

Paid out*** ☐ Reinvested ☐

* Please note that an IBAN must be provided if your account is in EURO.

** Please note that payments to, or for, the accounts of third parties are not accepted (except in the cases where the investor is under 18 years old and in such circumstances will be made to the legal guardian).

*** Unless otherwise requested, dividend payments will be made in the Base Currency of the relevant share class.

SECTION 3 – Intermediary information

3.1 The intermediary is any financial company through which the investor submits the application form, before it is sent to the Registrar and Transfer Agent

I/We am/are investing direct and **not** through an intermediary ☐ Please proceed to section 4

I/We am/are investing through an intermediary ☐ The intermediary must read and complete sections 3.2, 3.3, 3.4 and 3.5

3.2 General information on intermediary

Intermediary name		

Intermediary registered address (PO box and c/o addresses are not accepted)

Number and street		
City/town	Postcode	Country
Tel no.	Fax	Email

Is the intermediary regulated? Yes ☐ No ☐

If Yes:

Name of Regulatory Body
Regulator website address of the page showing the name of the Intermediary
Please confirm your local regulatory number

3.3 The FCA's Retail Distribution Review ("RDR") (if applicable)

If the named investor on the application is a UK resident, please indicate if this investment and all future investments for this investor pursuant to this application form are to be placed on an execution only basis, or alternatively if advice has been given in respect of this investment:

Advised ☐ Execution Only ☐

Please note that if you as an intermediary intend to transact a mixture of advised and execution-only business for this investor, you are required to apply for two separate accounts for the investor – one to hold advised business and the other to hold execution only business.

If neither boxes are ticked, or if it is any way unclear at the time of application whether this business will be placed on an advised or execution only business, we will treat this investment as advised, the account noted as such, and no commission will be payable in respect of it.

3.4 Declaration concerning Know Your Client/Anti-Money Laundering ("KYC/AML") controls performed by the intermediary

This declaration shall be deemed reiterated at the time of any order placed with the Registrar and Transfer Agent and shall continue throughout the period of the investor's holding(s) in the Company.

- We confirm we have the appropriate means and internal procedures to prevent and avoid the utilisation of the Company for the purposes of money laundering (i.e. any activity involving the investment, concealment or conversion of the direct or indirect proceeds of criminal activities as listed in Luxembourg Law) or terrorism financing, and to detect and intercept money laundering channels or chains.
- Our procedures to prevent money laundering include the monitoring of client transactions, including, but not limited to, the monitoring the source and destination of Company, the review of the purpose and object of transaction, and, with a risk based approach, applying enhanced checking procedures to transactions which we identify as unusual in their size, conditions or nature.
- We substantiate, on the basis of probative official documents, the true identity of (a) all our clients, both regular and occasional, including investors into funds for which we act as intermediary and (b) where our clients are not acting on their own behalf, of economic beneficiaries (i.e. beneficial owners) and authorised representatives of the clients hereinafter collectively referred to as the client.
- We substantiate, on the basis of probative official documents, tax residencies and where required, the FATCA and CRS status for all our clients.
- We retain register opening and client identification documentation for a period of at least 5 years after the end of our relationship with the client.
- When required by the Management Company and/or the Registrar and Transfer Agent, client identification documents and any information relevant to certain tax regulations shall be promptly made available by the requesting entity.
- We hereby certify that;

  - we are not a shell bank within the meaning given to these terms under the U.S. Patriot Act or any other similar legislation, and

  - we do not accept shell banks as a client

- We are aware of the terms of the Prospectus and we shall observe them, in particular we shall not allow the purchase of holding of Shares of the Company not authorised to purchase or hold them under the provisions of the Prospectus.
- We shall not advertise for clients, solicit clients, or sell any of the Funds unless we may do so in compliance with the laws and regulation applicable in Luxembourg or in any other country where such advertising, solicitation, offer or sale takes place.
- We are aware of the European community watch list contained in regulations concerning identification and declaration of business relations with suspected terrorist groups, persons or entities, or country subject to embargo, and we have checked and will monitor that the client does not appear on such watch list.
- Our officers and employees comply strictly with all related procedures and controls in place.
- We commit to inform the Registrar and Transfer Agent if the intermediary ceases to be regulated.

Please tick:

We do comply with the above declarations ☐ We do **not** comply with the above declarations ☐

3.5 Signature section

Intermediary signature	Intermediary signature
Intermediary name	Intermediary name
Intermediary Stamp	Intermediary Stamp
Date	Date

SECTION 4 – Final Beneficiary Information

4.1 The final beneficiary of the shares is the person who has the economic benefit of the shares.

In case of a change of final beneficiary, the investor commits to inform the registrar and transfer agent of the new beneficial owner(s)

I/We am/are the final beneficiary of the Shares ☐ Please proceed to section 5

I/We am/are **not** the final beneficiary of the Shares ☐ Please complete sections 4.2 and 4.3

4.2 General information of final beneficiary

Title (Mr, Mrs, Ms, Other)	Date of Birth
Surname	City of Birth
Full first Name(s)	Country of Birth
Occupation and business activity (If retired, please state main occupation during active life)	

Permanent residential address (PO Box and c/o addresses will not be accepted)

Number and street		
City/town	Postcode	Country
Tel no.	Fax	Email*

4.3 Signature section

Final beneficiary signature	Date

* Henderson is increasingly communicating investors via email. Therefore, we ask that you include your email address. This would not be used for marketing purposes.

SECTION 5 – Source of funds

I/We confirm that investments into Henderson Gartmore Fund:

a) Are made on my/our own behalf
b) Are not of criminal origin, and in particular do not constitute the proceeds of money laundering
c) Originate from the following source (please tick the appropriate box)

Savings ☐ Inheritance ☐ Sale of real estate ☐ Redemption from other investment ☐

Other ☐ (please provide detail)

SECTION 6 – Expected trading volumes and frequency

Please complete the below section with your expectations in terms of investment in the Fund(s).
The expected volumes and frequency provided will not form any kind of commitment from the account holder, the beneficial owners or the intermediary.

6.1 Expected frequency of trading

Please tick the anticipated frequency

Single transaction ☐ Daily ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Semi-annual ☐ Annual ☐ Ad-hoc ☐

6.2 Expected investment amount(s)

Please detail amounts by transaction below

SECTION 7 – Know Your Client/Anti Money Laundering ("KYC/AML") documentation

The preventive measures in force against money laundering in the Grand Duchy of Luxembourg require that the investor(s) should declare his/their identity to the Company, and the identity of any beneficial owners of the Shares if different from the Investor(s). The law also requires that the Company should establish all the necessary controls in order to determine the Investor's identity. It is for this reason that subscriptions, redemptions, switches and transfers will not be executed unless this application form is accompanied by the appropriate documents to establish the identity of the beneficial owners of the Shares.

PLEASE ATTACH THE RELEVANT DOCUMENTATION TO YOUR COMPLETED APPLICATION FORM.

PLEASE NOTE THAT FURTHER DOCUMENTATION MAY BE REQUESTED BY THE MANAGEMENT COMPANY AND/OR REGISTRAR AND TRANSFER AGENT TO COMPLETE THE ACCOUNT OPENING PROCESS.

7.1 If you are making this application directly and not via an Intermediary, please provide:

- A certified* copy of your valid ID card or passport**
- Proof of your permanent residential address***

If this is a joint application, each named investor must provide the documents above.

7.2 If you are making this application directly and the final beneficiary of the account is not you, in addition to the above documents in section 7.1 please provide:

- A certified* copy of the valid ID card or passport** of the **final beneficiary(s)**
- Proof of permanent residential address*** of the **final beneficiary(s)**

7.3 If you are making this application via an Intermediary:

We will not normally require any additional evidence of the identity of the Investor(s) and/or beneficial owner, if the Intermediary has indicated they comply with the relevant declarations in Section 3 of this application form and they are located in a low sensitivity country. However, the Management Company and/or the Registrar and Transfer Agent reserve the right to request additional information from the Investor(s).

7.4 If you wish to give a power of attorney (proxy) to another person, in addition to the documents in section 7.1 (and section 7.2 if appropriate), please provide:

- A certified* copy of the valid ID card or passport** of **the attorney**
- Proof of the permanent residential address*** of **the attorney**
- The power of attorney (available upon request) duly completed and signed

7.5 If you are making this application as a guardian and investing on behalf of a person(s) under the age of 18 years old, please provide:

- A certified* copy of the valid ID card or passport** of **the guardian**
- Proof of the permanent residential address*** of **the guardian**
- A certified* copy of a proof of legal guardianship

* Certified means certified to be a true copy of the original, showing the words "certified true copy of the original", the signature of the certifying person, the date of signature and the original stamp (if any) of the certifying entity.
Persons who can certify documents are:
- Public authority (town hall, ministry)
- Police officer
- Embassy or Consulate
- Notary
- Authorised signatory of a regulated bank located in a Low Sensitivity Country
- Solicitor regulated by the Law Society of England and Wales

** In the event that no other evidence of identity document is available, a driving licence can be accepted providing that the document is not older than 10 years and has a clear picture of the bearer (cf. CSSF 08/387, art 36).
*** A copy of a utility bill such as electricity or telephone (but not mobile) and is less than 3 months old.

SECTION 8 – Declarations and signature of the investor and joint applicants

1. I/We declare to have read and agreed to the Terms and Conditions of this application attached hereafter (the "Terms and Conditions").
2. I/We hereby declare that the information contained in this application form is correct at the time of completion and I/we hereby undertake to promptly inform the Company and the Registrar and Transfer Agent of any change in my/our details contained herein.
3. I/We hereby confirm that the money or assets invested by me/us with the Company are neither directly nor indirectly the proceeds of any criminal act within the meaning of applicable Luxembourg law.
4. I/We understand and accept that this application is made on the basis of, and subject to, the Prospectus, KIID and the Articles of Incorporation or management regulations of the Company in force from time to time and that my/our statements and instructions set out in this application form shall apply to such dealings, supplemented by the latest annual report and accounts and the most recent semi-annual report and accounts, unless I/we otherwise notify the Company and Registrar and Transfer Agent in writing.
5. I/We acknowledge that owing to AML/KYC requirements operating within their respective jurisdictions the Company, the Transfer and Registrar Agent and/or the Distributor (as the case may be) may require further identification from me/us, as described in the Prospectus, before the application can be processed and the Company, the Transfer and Registrar Agent and/or the Distributor (as the case may be) shall be held harmless and indemnified against any loss arising as a result of a failure to process the application if such information has been required by the parties referred to and has not been provided by me/us.
6. I/We acknowledge that I/we have been offered; free of charge, the latest Prospectus, KIID and accompanying financial reports and that I/we have retained a copy for my/our records.

   Please tick the applicable box below to indicate how you will obtain the KIID for each investment

   For an investor investing through an intermediary ☐
   - I/We understand my/our intermediary will provide me/us with the latest version of each relevant KIID prior to any investment being made.

   For an investor investing direct and not through an intermediary ☐
   - I/We acknowledge that the Prospectus and KIID can be obtained from the website www.henderson.com. The KIID can be accessed by logging on to the website, selecting your geographical region and investor type and then accessing the Literature Library.
   - I/We acknowledge that I/we have been notified of the address of the website and the place on the website where the information may be accessed.
   - I/We consent to being provided with the KIIDs in this form via the website and not addressed to me/us personally.
   - I/We further confirm that the medium of a website is appropriate in the context of the business between me/us and the Company.
   - I/We confirm that, I/we will ensure that I/we have read the latest version of each relevant KIID prior to submitting every investment application.

   For an investor investing direct and not through an intermediary, and with no internet access ☐
   - I/We confirm that, I/we will contact the Registrar and Transfer Agent to request the latest version of each relevant KIID and I/we will ensure that I/we will read the latest version prior to submitting every investment application.
7. I/We am/are aware of the risks associated with investments in the Company.
8. I/we declare that I/we am/are not a US Person as defined in the Prospectus and that I/we am/are not applying as the proxy-holder or the nominee of a person who is a US Person; that I/we have not been solicited to purchase shares while physically present within the US; that at the time I/we placed my/our order to buy shares I was/we were outside the US; that I/we will not transfer any of the shares or any interest therein to a US Person; if my/our or underlying investors status as a non-US person should change, I/we will immediately inform you. In such event, I/we agree that the Company shall be entitled to (but shall not be obligated to) repurchase, or to require to me/us to sell my/our shares to a person designated by the Company.
9. I/We declare that I/we am/are over 18 years of age, or in cases of application on behalf of investors under 18 years of age, that I/we comply with the provisions set out in clause 5 of the Terms and Conditions.
10. I/We acknowledge and agree that my/our personal details will be held by the Registrar and Transfer Agent and/or the Company. I/We acknowledge that this data may be subject to recording and various processing by the Company, Registrar and Transfer Agent and/or its affiliates ("data processors") for the purpose of subscriptions, redemptions, transfers and other account administration services. I/We acknowledge that I/we have a permanent access to such data and the right to request relevant amendments of the data.
11. I/we accept that my/our data in the register of shareholders may be made available to other companies in the Henderson Group, for the purpose of providing shareholder related services.
12. By subscribing for Shares in the Company, I/we accept that in certain circumstances we are obliged to provide information to the Luxembourg tax authorities about the account(s) you hold with us even if you redeem your investment in the meantime.

Investor Signature (or guardian signature in case of persons under 18 years old)	Joint Applicant Signature(s)
Date / /	Date / /

Terms and Conditions

1. General
1.1 These Terms and Conditions relate to the subscription of Shares in the Company and the applicant(s) agree(s) to be bound by these Terms and Conditions, the Prospectus and the Articles of Incorporation or the management regulations of the Company.

1.2 The Company and the Registrar and Transfer Agent reserve the right to reject any application in whole or in part which is not completed in full and supported by the documentation requested, or for any other reason at its sole discretion. Failure to attach all documentation requested will result in a delay in the transaction being processed.

1.3 The Company and the Registrar and Transfer Agent reserve the right to request additional information and documentation, including, but not limited to, translations and certifications rebating to such additional requests from the applicant(s) and existing investors in compliance with the legislation and regulations in force from time to time.

2. Prevention of Money Laundering
2.1 All applicants must fully complete the section "Final beneficiary information" unless you are investing directly on your own behalf and you have economic benefit of the shares or if you are investing via an intermediary who is regulated (or as a parent company that is regulated) in a Low Sensitivity Country which controls the application of FATF KYC/AML. You must be willing to provide all relevant documentation requested.

2.2 The section "Final beneficiary information" constitutes an integral part of these Terms and Conditions.

2.3 All applicants understand that due to the changing nature of anti-money laundering laws and regulations and the possible extensions of applicable rules, the Company and Registrar and Transfer Agent may update and amend its procedures as might be required from time to time to comply with such amendments.

2.4 In compliance with CSSF circular 08/387 and other applicable anti-money laundering laws and regulations, the Registrar and Transfer Agent may require further identification of the applicant(s) or an existing investor before the application can be processed or the redemption proceeds can be paid out.

2.5 Subscription monies from a third party will not be accepted. Redemption proceeds cannot be paid to a third party.

3. Joint Applicants
3.1 If more than one person is named in a single application form, all applicants will be considered as joint applicants.

As such, they authorise the Registrar and Transfer Agent to act and rely on the signed or purportedly signed instructions of any one of the applicants without liability with respect to any transfer, payment or other act made or done or omitted to be done in accordance with such instructions.

3.2 The different joint holders shall determine between them, by separate agreement, the rights of any joint account holder on the account. The Registrar and Transfer Agent may at any time request each joint account holder to inform it about this determination. Under no circumstances can the knowledge that the Registrar and Transfer Agent has about the distribution of assets between the account holders of a joint account be used against the Registrar and Transfer Agent in any way.

3.3 The applicants hereby confirm that upon the death of any of the undersigned, this individual signatory power will continue to be in force the Company and the Registrar and Transfer Agent may rely and act without liability on any instruction including the transfer or redemption of the Shares signed by the survivor(s) unless the Registrar and Transfer Agent have been informed in writing of the contrary.

3.4 Unless otherwise advised in writing, all notices and communications shall be addressed and all payments directed to the first applicant specified in section 1 of the present Application Form (the "First Applicant").

4. Power of Attorney
4.1 Where a Power of Attorney Form is required, a certified copy must be provided, and such Power of Attorney Form shall form an integral part of these Terms and Conditions.

5. Application by a person under the age of 18 years old
5.1 If this Application Form is submitted on behalf of, and the investment account is opened in the name of an investor under the age of 18 years old, the Application Form must be signed by the legal guardian(s). Duly certified proof of the legal guardianship has to be submitted in writing to the Registrar and Transfer Agent. The legal guardian(s) must provide a certified copy of a valid ID card/ passport.

5.2 The legal guardians, where more than one legal guardian exists, may authorise, to the extent permitted by any applicable law, one or another by notice in writing to the Registrar and Transfer Agent to represent the investor under the age of 18 years old solely, provided such authorisation is signed by both legal guardians.

5.3 Upon the investor reaching the age of 18 years, the Registrar and Transfer Agent must be informed accordingly and a new Application Form has to be submitted and signed by the investor. Until the new Application Form signed by the investor has been received by the Registrar and Transfer Agent, transactions will not be processed.

6. Indemnity
6.1 The applicant(s) will indemnify upon first demand the Company and Registrar and Transfer Agent and any other delegates against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by them arising either directly or indirectly out of or in connection with a breach by the applicant(s) of these Terms and Conditions or out of the Company or Registrar and Transfer Agent relying on, accepting or failing to act on any instruction or declaration or information given by or on behalf of the applicant(s) unless due to the wilful default, fraud or gross negligence of the Company or the Registrar and Transfer Agent.

6.2 The Registrar and Transfer Agent will indemnify the Applicant for direct damages solely to the extent of its gross negligence, wilful misconduct or fraud. The Registrar and Transfer Agent will in no way indemnify indirect or consequential damages suffered by the applicant(s).

7. Confidentiality
7.1 The Company, the Registrar and Transfer Agent agree to keep all information concerning the applicant(s) confidential unless required to disclose such information to third parties by applicable law or by formal instruction of the applicant(s).

7.2 Those applicant(s), who do not subscribe directly in Luxembourg, should note that they may not benefit from Luxembourg banking secrecy rules.

7.3 The applicant(s) accept and agree that the Registrar and Transfer Agent may disclose personal details for the processing of cash payment instructions in accordance with the mandatory obligation provided in Article 16 of the Act of November 12, 2004 (as amended), regarding the fight against money laundering and terrorism financing.

7.4 The applicant(s) accept that personal details may be disclosed to external parties such as the Company's sponsor, the Company's Authorised Distributors or other Companies in the Henderson Group as necessary for the provision of enhanced shareholders' related services and that personal details (subject to the application of local laws and/or regulations) be used outside Luxembourg and may therefore be potentially subject to the scrutiny of regulatory and tax authorities outside Luxembourg.

8. Data Processing
8.1 The applicant(s) acknowledge and agree that the applicant(s)' personal details will be held by the Company and Registrar and Transfer Agent and may be subject to data processing.

8.2 The applicant(s) will have access to his/her/their personal details and will be entitled to request relevant amendments to such details.

8.3 The Registrar and Transfer Agent will keep the personal details at least 5 years after the end of the relationship between the applicant(s), the Company and the Registrar and Transfer Agent.

9. Subscription orders
9.1 Upon receipt of the completed Application Form and the full subscription amount, the Registrar and Transfer Agent will issue for the Fund the Shares in the name of the applicant(s).

9.2 Settlement for subscriptions will be due in cleared funds (net of bank charges) within three business days of the dealing day and settlement for redemptions will normally be made within three business days of the dealing day.

10. Instructions

10.1 All notices, reports, statements, documents and communications will be sent at the risk of the applicant(s) by ordinary mail or where otherwise specified by Luxembourg legislation or the Company's constitutional documents, by registered mail to the address of the First Applicant unless otherwise specified by the applicant(s) in writing.

10.2 All notices, reports, statements, documents and communications sent to the address of the First Applicant are deemed to have been effected to all the applicants on the date sent to the first applicant's address.

10.3 Instructions may be given by letter or fax and are at the risk of the applicant(s). The applicant(s) assume(s) all risks and in particular those arising from delays in delivery, errors in communication, or comprehension, including but not limited to, errors as to the information contained in the instruction. The applicant(s) holds harmless the Company and the Registrar and Transfer Agent of all responsibility in this respect.

10.4 The applicant(s) specifically agree(s) that for instructions sent by fax he/they hold the Registrar and Transfer Agent fully indemnified from and against all liabilities, losses, costs, actions, proceedings, claims and demands which may be incurred by or brought or made against the Company or the Registrar and Transfer Agent arising directly or indirectly from having acted upon such instructions.

10.5 In case the application form is sent by fax, the original must also be sent to the Registrar and Transfer Agent immediately thereafter by post.

10.6 A fax authority is not sufficient for notifications of change of name, notification of death, deed of pledges and appointment of an attorney or any other notification or instruction where original documentation is required to be sent by post to the Registrar and Transfer Agent.

10.7 The applicant(s) shall ensure the authorised signatories held on the client file are authentic and current.

10.8 The applicant(s) shall check the accuracy of the details contained in the contract notes and statements of accounts sent by the Registrar and Transfer Agent. Failure to report any inaccuracy within 30 business days of their dispatch will result in the confirmation details to be deemed accurate by the applicant(s).

11. CSSF Circular 04/146-Late trading and market timing

The Registrar and Transfer Agent shall not permit transactions which it knows to be or has reason to believe to be related to late trading or market timing practices as defined in CSSF Circular 04/146 and shall report those transactions to the CSSF.

12. Telephone recording

The applicant(s) specifically accept(s) that telephone-recording procedures may be used and agree(s) that these records may be used in court or any legal proceeding, with the same value as written evidence.

13. Fraudulent use of signature

13.1 Neither the Company nor the Registrar and Transfer Agent shall be liable for the fraudulent use by a third party of the applicant's signature, whether this signature be authentic or forged ("Fraudulent Instruction").

13.2 Except in the event of gross negligence on the part of the Company and/or the Registrar and Transfer Agent in the verification of the signatures and signatory powers on the documentation, the Company and/or the Registrar and Transfer Agent shall not be liable for any damage, loss, expense or liability of any nature which the applicant(s) may suffer due to the reliance by the Company and/or the Transfer Agent on a Fraudulent Instruction which the Company and/or Registrar and Transfer Agent believe in good faith to be genuine and to have been given or signed by the applicant(s).

14. Amendments to the Terms and Conditions

The Company reserves the right at any time to modify these Terms and Conditions. The Company shall inform the applicant(s) in writing of all amendments to these Terms and Conditions. Such modifications shall be deemed to be accepted by the applicant(s) if the applicant(s) does not raise any objection in writing to the proposed amendments, within two weeks from the date of the notification.

15. Severance

If any provision or clause of these Terms and Conditions is or becomes void or unenforceable in whole or in part for any reason such enforceability or invalidity shall not affect the validity of the remaining Terms and Conditions. Corresponding Terms and Conditions must replace the invalid terms and conditions.

16. Applicable law

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

17. Final Provision

These Terms and Conditions form an integral part of the Application Form, which the applicant(s) declare having accepted by signing this Application Form.

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