



**Mashreq Global Conservative Fund**

**Mashreq Global Balanced Fund**

**Mashreq Global Growth Fund**

**Mashreq Alternative Opportunities Fund**

**Mashreq MENA Equity Fund**

**Mashreq MENA Fixed Income Fund**

**SUBSCRIPTION AGREEMENT**

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This AGREEMENT is dated ..... and is made BETWEEN:

1. The person or entity detailed in Schedule 2 hereto (the “Subscriber”); and
2. **Mashreq Capital Funds (OEIC) PLC** (the “Company”), a public company which is an open-ended investment company incorporated in the Dubai International Finance Centre with registered number 2558, whose registered office is currently at Al Fattan Currency House, Tower 2, Office number 2803, level 28, DIFC, PO Box 1250, Dubai, United Arab Emirates, represented by **Mashreq Capital (DIFC) Limited**, a private company incorporated in the DIFC, as Fund Manager (the “Fund Manager”). References in this Agreement to an action by the Fund Manager shall where applicable be read as the Fund Manager acting on behalf of the Company and references to an action by the Company shall where applicable be read as the Fund Manager acting on behalf of the Company.

## BACKGROUND

1. Investors may subscribe for the Class “GC A” Shares, Class “GC B” Shares, Class “GC I” Shares, Class “GB A” Shares, Class “GB B” Shares, Class “GB C” Shares, Class “GB I” Shares, Class “GG A” Shares, Class “GG I” Shares, Class “AO A” Shares, Class “AO B” Shares, Class “ME AA USD” Shares, Class “ME AA AED” Shares, Class “ME BA USD” Shares, Class “ME BI USD” Shares, Class “ME BA AED” Shares, Class “ME BI AED” Shares, Class “MFI AA USD” Shares, Class “MFI AA AED” Shares, Class “MFI BA USD” Shares, Class “MFI BI USD” Shares, Class “MFI BA AED” Shares, Class “MFI BI AED” Shares and Class “MFI CA USD” Shares to be issued by the Company in respect of the Company’s sub-funds **Mashreq Global Conservative Fund, Mashreq Global Balanced Fund, Mashreq Global Growth Fund, Mashreq Alternative Opportunities Fund, Mashreq MENA Equity Fund and the Mashreq MENA Fixed Income Fund.**
2. The Subscriber has agreed to subscribe for such number of Class “GC” Shares in respect of **Mashreq Global Conservative Fund, “GB” Shares in respect of Mashreq Global Balanced Fund, “GG” Shares in respect of Mashreq Global Growth Fund, “AO” Shares in respect of Mashreq Alternative Opportunities Fund, “ME” Shares in the Mashreq MENA Equity Fund and “MFI” Shares in the Mashreq MENA Fixed Income Fund** (the “Subscription Shares”) that corresponds with the amount being invested by the Subscriber as set out in Schedule 2 hereto or by virtue of a Further Subscription Instruction on the terms and conditions set out in this Agreement and in the Prospectus. The applicable Subscription Price per Subscription Share will be computed in accordance with the provisions of the Prospectus.

NOW IT IS HEREBY AGREED as follows:

### 1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

“**Administrator**” means Apex Fund Services (Dubai) Ltd.

“**Agreement**” means this subscription agreement including any schedules annexed hereto.

“**Articles**” means the articles of association of the Company.

“**Business Day**” means a day on which banks are open for general banking business in the DIFC and in such other place or places as may be specified in the Prospectus.

“**Completion**” means the completion of the subscription for the Subscription Shares pursuant to Clause 4.

“**Controlling Interest**” means (a) the ownership or control (directly or indirectly) of more than five percent (5%) of the fully diluted voting share capital of the relevant undertaking, or the ability to control the undertaking through contractual or other arrangements; and/or (b) the ability to direct the casting of more than five percent (5%) of the fully diluted votes exercisable at general meetings of the relevant undertakings on all, or substantially all, matters; and/or (c) the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board of directors on all, or substantially all, matters.

“**CRS**” means the Common Reporting Standards (Standard for Automatic Exchange of Financial Account Information) issued by Organisation for Economic Co-operation and Development on 15 July 2014 and amended from time to time.

“**DFSA**” means the Dubai Financial Services Authority and includes any successor or replacement agency or authority.

“**DIFC**” means the Dubai International Financial Centre.

“**Encumbrance**” means any mortgage, charge (fixed or floating), pledge, lien, option, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements and any agreement to create any of the foregoing.

“**FATCA**” means: (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations; (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“**FATF**” means the Financial Action Task Force and includes any successor or replacement agency or authority.

“**Further Subscription Instruction**” means a further subscription instruction for Shares made to the Fund Manager in accordance with Clause 7.4.

“**MENA**” means the United Arab Emirates, Bahrain, Kingdom of Saudi Arabia, Oman, Qatar, Kuwait, Lebanon, Syria, Iraq, Palestine, Jordan, Algeria, Egypt, Morocco, Libya, Tunisia, Sudan and Turkey.

“**Parties**” means jointly the Subscriber and the Company (represented by the Fund Manager) and the expression “**Party**” means either one of them.

“**Politically Exposed Person**” means a natural person (and includes, where relevant, a family member or close associate) who is or has been entrusted with a prominent public function, whether in the State or elsewhere, including but not limited to, a head of state or of government, senior politician, senior government, judicial or military official, ambassador, senior person in an International Organisation, senior executive of a state owned corporation, an important political party official, or a member of senior management or an individual who has

"**Prospectus**" means the most recent prospectus of the Company and its amendments, schedules, annexes, supplements and updates.

"**Rules**" means the rules of the DIFC and of the DFSA.

"**Share(s)**" means any share issued by the Company.

"**Subscription Price**" means the subscription price per Subscription Share to be paid by the Subscriber in accordance with the relevant provisions of the Prospectus, as indicated in Clause 3 ("Subscription Price") of this Agreement.

"**Underlying Beneficial Owner**" means any natural person(s) who directly or indirectly own(s) or control(s) 5% or more of the shares of a company and/or any natural person(s) who exercise(s) a Controlling Interest in that company.

"**US**" means the United States of America.

"**Warranties**" means the representations and warranties set out in Clause 5 and the expression "Warranty" means any of them.

1.2 In this Agreement, any reference, expressed or implied, to an enactment (which includes any legislation in any jurisdiction) includes references to: that enactment as amended, extended or applied by or under any other enactment (before or after signature of this agreement); any enactment which that enactment re-enacts (with or without modification); and any subordinate legislation made (before or after signature of this Agreement) under that enactment, as re-enacted, amended, extended or applied.

1.3 In this Agreement:

- (a) references to a Party to this Agreement include references to the successors or assignees (immediate or otherwise) of that Party; and
- (b) references to the singular includes the plural and vice versa.

1.4 In this Agreement, unless the contrary intention appears, a reference to a Clause or a Schedule is a reference to a clause of or schedule of this Agreement.

1.5 The headings in this Agreement do not affect its interpretation.

## 2. Subscription Process

2.1 At Completion, the Subscriber (relying on the Warranties and undertakings contained in this Agreement) shall subscribe for the Subscription Shares and the Company shall issue and allot the Subscription Shares to the Subscriber.

2.2 The Company acknowledges that the Subscriber enters into this Agreement in reliance on the Warranties and undertakings on the part of the Fund Manager set out in this Agreement.

2.3 The Subscriber acknowledges and agrees that the Fund Manager, its agents and service providers reserve the right to decline the subscription of the Subscriber (in whole or in part) at the absolute discretion of the Fund Manager, without the Fund Manager being under any obligation to give any reasons, in which event the moneys paid by the Subscriber or the relevant part thereof will be returned, if permitted by applicable law, to the Subscriber without interest and at the risk and expense of the Subscriber.

## 3. Subscription Price

The Subscription Price per Subscription Share to be paid by the Subscriber to the Company for the Subscription Shares shall be the subscription price (including the applicable subscription fee and dilution levy, as applicable) as defined and specified in the Prospectus. The Subscription Price shall be paid in the reference currency of the relevant class of Shares.

## 4. Completion

4.1 Completion shall take place within three Business Days of the date of this Agreement or Further Subscription Instruction, as subject to successful completion of KYC requirements, whereby the Company shall:

- i. allot and issue (as fully paid up) the Subscription Shares to the Subscriber; and
- ii. register the Subscriber as the holder of the Subscription Shares.

4.2 The Subscriber shall pay the Subscription Price to the Company (or to its agents or service providers) for the account of **Mashreq Global Conservative Fund, Mashreq Global Balanced Fund, Mashreq Global Growth Fund, Mashreq Alternative Opportunities Fund, Mashreq MENA Equity Fund and/or Mashreq MENA Fixed Income Fund** by electronic bank transfer into bank account detailed in Schedule 1 hereto.

4.3 Email confirmation of Completion (indicating the total number of full and fractional Shares (up to four decimals) issued to the Subscriber as of the applicable Completion date) will be sent to the Subscriber at the address provided herein as soon as reasonably practicable and in no event later than two Business Days following the Completion date as of which such Shares have been issued.

## 5. Representations and Warranties

5.1 The Company warrants and represents to the Subscriber and its successors in title that:

- (a) the Company has the legal right and full power and authority to enter into and perform this Agreement and any other documents to be executed by the Company pursuant to or in connection with this Agreement which, when executed, will constitute valid and binding obligations on the Company, in accordance with its respective terms;
- (b) there are no Encumbrances on the Class "GC" Shares, Class "GB" Shares, Class "GG" Shares, Class "AO" Shares, Class "ME" Shares or Class "MFI" Shares or any arrangements or obligations to create any such Encumbrances;
- (c) the Company is a Public Fund and Domestic Fund (each as defined in the laws of the DIFC and the Rules of the Dubai Financial Services Authority); and
- (d) the Company is duly incorporated and validly existing under the laws of the DIFC.

- 5.2 The Subscriber hereby declares, subject to Clause 7.5 and subject to explicit approval from the Fund Manager, that the Subscription Shares are being acquired for its own account and not for any other person.
- 5.3 The Subscriber hereby declares that the Subscription Shares are not being acquired directly or indirectly in violation of any applicable law.
- 5.4 The Subscriber hereby declares its knowledge that the representations and declarations made by it in this Clause 5 are continuing and will be deemed to be repeated by it at each Further Subscription Instruction and are of the nature that will be relied upon by the Fund Manager (for itself and for the Company) and as such it agrees to be liable towards those to whom these representations are made. The Subscriber hereby further agrees that any changes in the facts underlying the representations herein shall be promptly advised by the Subscriber to the Fund Manager.
- 5.5 The Subscriber represents, confirms and warrants to the Fund Manager that it has reviewed and agrees with the terms, conditions and disclosures (including the risk factors and statements) set out in the Prospectus and the Articles and the documents incorporated by reference therein and has had the opportunity to ask any questions of, and to receive all the required answers from, the Fund Manager concerning its subscription for the Subscription Shares.
- 5.6 The Subscriber hereby declares that it intends to acquire the Subscription Shares for investment purposes for its own account and not for resale and further understands that there is no established secondary market for the Subscription Shares.
- 5.7 The Subscriber hereby declares that the information it has provided in Schedule 2 of this Agreement is true, complete, accurate and up-to-date and that the Fund Manager (or any Administrator from time to time) can process, report and transfer the information contained therein to satisfy its legal and regulatory obligations as may apply from time to time. The Subscriber further agrees to promptly provide any supporting evidence as the Fund Manager (or any Administrator from time to time) may request from time to time. If any of the information or details provided by the Subscriber changes or is otherwise no longer correct, the Subscriber hereby declares that it will promptly notify the Administrator or Fund Manager of any such changes.
- 5.8 The Subscriber hereby declares that neither it nor its affiliates, respective Underlying Beneficial Owners, directors, officers, agents, employees or sub-contractors are individuals or entities that are the target of economic and financial sanctions measures imposed by the United Nations, the European Union, the United Kingdom, the US or any relevant and applicable jurisdiction.
- 5.9 The Subscriber hereby declares that it is, and shall continue to be, fully compliant with any applicable obligations under FATCA and CRS.
- 5.10 The Subscriber has the requisite legal capacity, power and authority (and if the undersigned offeror is a corporation, partnership, trust, estate or other legal entity), this authority has been duly organised, is validly existing and is in good legal standing in the jurisdiction of its organisation, and has received all the necessary authorisations requisite for corporations, in each case if applicable, to make this subscription and to acquire or purchase and hold the Subscription Shares in accordance with the terms hereof (and, if applicable, a true, correct and complete copy of corporate resolutions or other evidence of such authorisation is attached hereto).
- 5.11 The Subscriber understands that the Articles and the Prospectus restrict the transfers of the Subscription Shares in certain circumstances and that transfers may be made only to the extent permitted by such documents. The Subscriber also understands and agrees that transfers of Subscription Shares may only be made to a transferee who/which has duly completed and executed a transfer agreement in a form and substance satisfactory to the Fund Manager containing representations, warranties and agreements similar to those contained in this Agreement and acceptable to them.
- 5.12 The Subscriber agrees that any liability, or expense incurred by the Fund Manager, the Company or the Administrator in connection with any action, suit or proceeding resulting from, arising out of, or relating to any statement or any other action or inaction made by the Subscriber in this Agreement or otherwise in connection with its subscription for the Subscription Shares shall be indemnified by the Subscriber.
- 5.13 The Subscriber acknowledges and agrees that any stamp duties, transfer and other similar taxes in connection with the subscription, allotment, purchase or any transfer of the Subscription Shares permitted by the Fund Manager, including and not limited to duties or taxes, if any, by the laws in force in the DIFC or in any other jurisdiction will be the Subscriber's sole liability and that it shall be responsible for the payment thereof and all payments shall be made free and clear of and without any deduction or withholding of any nature and shall be made without any set off or counterclaim.

## 6. Client Suitability and Client Classification

Under this Agreement the Fund Manager is only acting as Fund Manager on behalf of the Company to accept and process subscriptions and is not providing a Financial Service (as defined in the General Rules (GEN) of the DFSA Rulebook). As a consequence, in accordance with the Rules, Subscribers are not, by virtue of the signing of this Agreement, Clients (as defined in the Conduct of Business Rules (COB) of the DFSA Rulebook) of the Fund Manager or the Company. No Client suitability tests or Client classification will be performed with respect to the Subscribers.

## 7. Subscription Support Documentation

- 7.1 The Subscriber shall provide such information and supporting documentation to the Fund Manager (or the Administrator) as will be required by the Fund Manager (or the Administrator) and as will be communicated by the Fund Manager (or the Administrator) to the Subscriber in order to verify the Subscriber's identity in compliance with applicable laws and regulations.
- 7.2 Where the Subscriber acts as a nominee or distributor for investors in relation to their exposure to the Fund, the Subscriber will be solely responsible for receiving the relevant identification documents and to verify the identity of these investors in compliance with the applicable anti money laundering regulations. Only persons regulated by the financial authority of their jurisdiction for such services will be entitled to act as a nominee or distributor for investors in relation to their exposure to the Fund. The Fund Manager reserves the right to request further information about the Subscriber and/or the source of wealth/funds of the Subscriber. The Subscriber acknowledges and agrees that failure or delay in providing such information may result in declining the subscription of the Subscriber. The Subscriber acknowledges that it shall, upon request, supply such information or make such representation to the Company and the Fund Manager in connection with such anti-money laundering measures or procedures adopted by the Company and the Fund Manager from time to time.
- 7.3 To the extent that the Subscriber has already subscribed for Shares and wishes to subscribe for either further Shares of the same class or Shares of a different class (a "**Further Subscription Instruction**") and in respect of their initial subscription they have already submitted all supporting documents to the Fund Manager (or its agents or service providers), the Fund Manager may at its discretion

waive the requirement for further identification documents to be provided. The Subscriber authorises the Fund Manager and the Administrator to accept and execute these Further Subscription Instructions.

- 7.4 Where the Subscriber intends to subscribe for Shares and request the redemption of Shares on a regular basis, on its own behalf or as nominee or as sub-distributor for the account of its clients, the Fund Manager may approve any future subscriptions or redemptions to occur via file transfer protocol or fax transmission. In such case, each subscription or redemption request for Shares by FTP or fax transmission will remain governed by the terms and conditions of the present Agreement. The Subscriber will assume all risks arising from the use of the agree communications means for Further Subscription Instructions and redemption of Shares requests (including error in communication or comprehension or fraud).
- 7.5 Where the Subscriber acts as a nominee or distributor for investors in relation to their exposure to the Fund, the Subscriber agrees that it is its responsibility to provide information to these investors in relation to their exposure to the Fund.
- 7.6 Where the Subscriber acts as a nominee or distributor for investors in relation to their exposure to the Fund, the Subscriber will provide the Fund Manager upon request the following information on a no-names basis for all these investors:
- 7.6.1 the total amount invested in respect of each Sub-Fund by country of permanent address of the Investors;
  - 7.6.2 the types of those Investors (individual, company, trust, partnership or otherwise) in respect of each Sub-Fund; and
  - 7.6.3 the countries in which the Subscriber markets exposure to the Sub-Funds.

## 8. Other provisions

### 8.1 Variation

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties to this Agreement.

### 8.2 Further Assurance

At any time after the date of this Agreement, the Parties shall use their best endeavours to procure that any necessary third party shall execute such documents and do such acts and things as a Party may reasonably require for the purpose of giving to the Parties the full benefit of the provisions of this Agreement.

### 8.3 Notices

- (a) Any notice, claim or demand in connection with this Agreement shall be in writing (a **"Notice"**) and shall be sufficiently given or served if delivered or sent:
- i. to the Subscriber address (electronic) stated in Schedule 2 hereto; and
  - ii. to the Company at: Office No. 2803, Level 28, Al Fattan Currency House, Tower 2, DIFC, Dubai, email: marketingteam@mashreq.com
- (b) Any Notice shall be sent by e-mail or courier delivery. If sent by courier, any Notice shall be conclusively deemed to have been received at the time of delivery. If sent by email, any Notice shall be conclusively deemed to have been received at the time of confirmation of receipt of such email by the Company (or the Fund Administrator).

### 8.4 Invalidity

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

### 8.5 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken shall together constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

### 8.6 Whole Agreement

This Agreement supersedes all previous agreements and undertakings between the Parties with respect thereto.

### 8.7 Governing Law and Jurisdiction

This Agreement is governed by the laws in force in the DIFC. The Parties agree to submit to the exclusive jurisdiction of the DIFC courts any dispute or difference which may arise out of or in connection with this Agreement.

**IN WITNESS** of which this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

**SIGNED by** \_\_\_\_\_

for and on behalf of the Subscriber

Name:

Title:

**SIGNED by** \_\_\_\_\_

The Fund Manager, acting for itself and on behalf of the Company

Name:

Title:

# SCHEDULE 1

(Bank Account Details for Payment of the Subscription Price)

The standard payment details for subscriptions:

## Mashreq Global Conservative Fund

### US Dollar Payments

Intermediary Bank Name: Citibank New York  
Intermediary Bank Swift Code: CITIUS33  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEAACOD  
Beneficiary Account number: 36023669  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq Global Conservative Fund  
Final Beneficiary Account Number: AE130354021203902990079

## Mashreq Global Balanced Fund

### US Dollar Payments

Intermediary Bank Name: Citibank New York  
Intermediary Bank Swift Code: CITIUS33  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEAACOD  
Beneficiary Account number: 36023669  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq Global Balanced Fund  
Final Beneficiary Account Number: AE830354021203902990080

## Mashreq Global Growth Fund

### US Dollar Payments

Intermediary Bank Name: Citibank New York  
Intermediary Bank Swift Code: CITIUS33  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEAACOD  
Beneficiary Account number: 36023669  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq Global Growth Fund  
Final Beneficiary Account Number: AE770354021203902990091

## Mashreq Alternative Opportunities Fund

### US Dollar Payments

Intermediary Bank Name: Citibank New York  
Intermediary Bank Swift Code: CITIUS33  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEAACOD  
Beneficiary Account number: 36023669  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq Alternative Opportunities Fund  
Final Beneficiary Account Number: AE420351001203902990110



## **Mashreq MENA Equity Fund**

### **AED Payments**

Intermediary Bank Name: Central Bank of the U.A.E., Abu Dhabi  
Intermediary Bank Swift Code: CBAUAEAXXX  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEAXXX  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq MENA Equity Fund  
Final Beneficiary Account Number: AE310351001203902990017

### **US Dollar Payments**

Intermediary Bank Name: Citibank New York  
Intermediary Bank Swift Code: CITIUS33  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEACOD  
Beneficiary Account number: 36023669  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq MENA Equity Fund  
Final Beneficiary Account Number: AE040351001203902990018

## **Mashreq MENA Fixed Income Fund**

### **AED Payments**

Intermediary Bank Name: Central Bank of the U.A.E., Abu Dhabi  
Intermediary Bank Swift Code: CBAUAEAXXX  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEAXXX  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq MENA Fixed Income Fund  
Final Beneficiary Account Number: AE850351001203902990015

### **US Dollar Payments**

Intermediary Bank Name: Citibank New York  
Intermediary Bank Swift Code: CITIUS33  
Beneficiary Bank Name: First Abu Dhabi Bank, Abu Dhabi  
Beneficiary Bank Swift Code: NBADAEACOD  
Beneficiary Account number: 36023669  
Final Beneficiary Name: Mashreq Capital Funds OEIC Plc - Mashreq MENA Fixed Income Fund  
Final Beneficiary Account Number: AE580351001203902990016

## SCHEDULE 2

(To be completed by the Subscriber)

Effective 1st January 2017, common reporting standards (“CRS”) regulation requires financial institutions such as the Fund Manager or any of its affiliates, to collect and report certain information about the Subscribers’ current tax residency, account information and information about its controlling persons, as mandated by the concerned UAE authority. Further information on CRS and disclosure and identification requirements thereon are the subject of a separate Annex, that will be provided to the Subscribers when applicable.

By signing this Agreement, the Subscriber confirms and agrees that (notwithstanding any other provision in the Agreement):

1. the Subscriber will provide additional information or documents that the Company or the Fund Manager need from the Subscriber and that the Subscriber waives any confidentiality rights applicable under data protection, banking secrecy or similar laws in respect of all information that the Fund Manager holds or obtains from the Subscriber which the Fund Manager needs to disclose to comply with its obligations (for itself and for the Company);
2. the Subscriber permits disclosure of such information to the tax authorities referred to above and to the tax authority’s agents or sub-contractors engaged for the purpose of centralising the processing of Subscriber information in another country;
3. if the Subscriber does not provide the Fund Manager with information or documents the Company or the Fund Manager needs, the Company may withhold a proportion of the Subscriber’s Shares, including profit, paid to the Subscriber as required by any tax authority, compulsory redeem the Subscriber’s Shares and/or transfer the Subscriber’s Shares to an affiliate of the Fund Manager;
4. if the Subscriber asks the Fund Manager to make a payment to an account based at a financial institution which does not participate or comply with the relevant tax legislation, the Fund Manager may be required, and the Subscriber authorises the Fund Manager (acting on behalf of the Company), to withhold certain amounts from the payment and the Fund Manager will inform the Subscriber if this is the case;
5. the Fund Manager may transfer the Subscriber’s data to another country or countries for processing by and on behalf of the Company and use agents and sub-contractors to process the Subscriber’s data to comply with the Company’s and Fund Manager’s obligations;
6. the Fund Manager will not be liable to the Subscriber for any loss the Subscriber may suffer as a result of complying with legislation or agreements with tax authorities in accordance with this provision unless that loss is caused by the Fund Manager’s gross negligence, wilful default or fraud as may be finally judicially determined;
7. the Subscriber will indemnify the Company and the Fund Manager against any and all loss or damages incurred as a result of the Subscriber’s breach or non-compliance with this Agreement or any misrepresentation by the Subscriber of information provided to the Fund Manager; and
8. the Subscriber’s consent on the above mentioned arrangements will override any contradictory terms or consent provided by the Subscriber under any other agreement with the Company or the Fund Manager, whether before or after the date of signing this Agreement, notwithstanding any clause governing the variation of an earlier agreement with the Company or the Fund Manager.

### IDENTITY OF SUBSCRIBER

	Full Name	Country of Citizenship/Incorporation (please mention all)	Place of Birth & Country of residency	Customer Information File Number
Subscriber				

Please check all of the boxes that describe the beneficial owner(s) for whose account the Shares of the respective classes are being acquired.

- |  |   |
|--|---|
| <p><b>Individual</b></p> <p><input type="checkbox"/> Other tax-exempt organisation</p> <p><input type="checkbox"/> Personal trust (taxable to grantor) (defined below)</p> <p><input type="checkbox"/> Personal trust (other)</p> <p><input type="checkbox"/> Individual retirement account (IRA) (defined below)</p> <p><input type="checkbox"/> LLC Charitable trust</p> <p><input type="checkbox"/> Private tax-exempt foundation</p> | <p><b>Tax-exempt endowment</b></p> <p><input type="checkbox"/> Employee benefit plan (self-directed)</p> <p><input type="checkbox"/> Employee benefit plan (trustee-directed)</p> <p><input type="checkbox"/> Fund of funds</p> <p><input type="checkbox"/> Family partnership</p> <p><input type="checkbox"/> Business entity (other)</p> <p><input type="checkbox"/> Nominee or sub-distributor</p> |
|--|---|

**1. SIZE OF INVESTMENT AND CONTACT INFORMATION**

Particulars	Subscriber 1
Amount of Subscription for <b>Class "GC A" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GC B" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GC I" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GB A" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GB B" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GB C" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GB I" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GA A" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "GA I" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "AO A" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "AO B" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "ME AA USD" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "ME AA AED" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "ME BA USD" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "ME BI USD" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "ME BA AED" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "ME BI AED" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "MFI AA USD" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "MFI AA AED" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "MFI BA USD" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "MFI BI USD" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "MFI BA AED" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "MFI BI AED" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>
Amount of Subscription for <b>Class "MFI CA USD" Shares</b>	Initial size of investment: Continuing Investment: Yes <input type="checkbox"/> No <input type="checkbox"/>

Name	
Address (registered office or residential)	
<b>Communication</b>	
Address (If different from above)	
Telephone Number	
Fax Number	
E-mail Address	

**2. REMITTING BANK OR FINANCIAL INSTITUTION**

Please identify the bank or other financial institution (the **“Wiring Institution”**) from which payments in respect to the Subscriber will be wired. Note that any amounts paid to the Subscriber will be paid to the same account from which payments in respect of the Subscriber’s investment were originally remitted, unless the Fund Manager agrees otherwise.

Name of Wiring Institution: \_\_\_\_\_

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

ABA, Chips or SWIFT Number: \_\_\_\_\_

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

Correspondent Bank Acct No. or Swift No.: \_\_\_\_\_

Account Name/Title: \_\_\_\_\_

Account Number: \_\_\_\_\_

IBAN Number (if applicable): \_\_\_\_\_

For Benefit of [*Subscriber Name*]: \_\_\_\_\_

Is the Subscriber a customer of the Wiring Institution?

Yes     No

If you responded “No”, please contact the Fund Manager for additional information that may be required.

Is the Subscriber a customer of the Fund Manager or one of its subsidiaries or affiliates?

Yes     No

If you responded “Yes,” do you authorise the Fund Manager to deduct the requisite amount from your account with them (as detailed above) for transfer to the bank account of the Company?

Yes     No

If the Wiring Institution is not located in a FATF member country, the Fund Manager (or its agents or service providers) may require additional information. For a current list of FATF members refer to the OECD website at [www.OECD.org](http://www.OECD.org) or see <http://www.fatf-gafi.org/pages/aboutus/membersandobservers/>.

**3. SOURCE OF FUNDS**

Identify the original source of funds or assets for investing (check all that apply):

<input type="checkbox"/> Employment/Payroll	<input type="checkbox"/> Pension/Retirement Funds
<input type="checkbox"/> Operating Business	<input type="checkbox"/> Loan(s)/Financing(s)
<input type="checkbox"/> Gift(s)	<input type="checkbox"/> Divorce or other Legal Settlement
<input type="checkbox"/> Inheritance	<input type="checkbox"/> Sale of Assets (other than securities)
<input type="checkbox"/> Savings (please specify) _____	<input type="checkbox"/> Other (please specify) _____

**4. ULTIMATE BENEFICIAL OWNER FOR SUBSCRIBERS WHO ARE NOT ACTING AS NOMINEE OR (SUB-)DISTRIBUTOR**

Is the Subscriber the beneficial owner of the shares subscribed for?

Yes     No

If no, please state the name of the beneficial owner(s) of the shares: \_\_\_\_\_

Is any Underlying Beneficial Owners of the Subscriber a Politically Exposed Person?

Yes     No

If yes, please state which government: \_\_\_\_\_

If yes, please state what position in the government: \_\_\_\_\_

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

The list of the relevant supporting documentation that shall be submitted by the Subscriber in connection with this Agreement will be supplied by the Company or the Administrator.