

APPLICATION PROCEDURE

The Application Form must be completed in full and the original signed Application Form together with all supporting original or certified original documentation in relation to money laundering prevention checks must be submitted to the Company. No requests will be processed prior to receipt of this original Application Form and supporting documentation. Once completed, applications received by the Administrator are irrevocable

REGISTRATION DETAILS

APPLICANT

Title (Mr/Mrs/Ms...)	First Named Holder's name in full / Company Name		
Address			
Post Code	Email		
Country of Residence	Occupation	Industry	
Tel. No.	Mobile No.		
Is the applicant a politically exposed person?*	☐ YES	☐ NO	
Date of Birth / Company Registration Date	I.D. Card/Passport/Reg No.		
Place of Birth / Country of Registration	Nationality		

JOINT HOLDERS / LEGAL GUARDIANS

Title (Mr/Mrs/Ms...)	First Joint Holder's / Legal Guardians name in full		
Address			
Post Code			
I.D. Card/Passport/Reg No.			
Is the applicant a politically exposed person?*	☐ YES	☐ NO	
Title (Mr/Mrs/Ms...)	Second Joint Holder's / Legal Guardians		
Address			
Post Code			
I.D. Card/Passport/Reg No.			
Is the applicant a politically exposed person?*	☐ YES	☐ NO	

* A "Politically Exposed Persons" (PEP) means a natural person who is or have been entrusted with prominent public functions, other than middle ranking or more junior officials. Refer to point 6 under Terms and Conditions of Application for full definition."

REGISTERED ADDRESS

Merill Funds, 16 Central Business Hub, Level 3,
Mdina Road, Attard ATD9036 – Malta

T +356 2122 4410
F +356 2122 3810

E info@merillfunds.com
W www.merillfunds.com

DISCLAIMER

Merill Sicav plc and its Fund is licenced as Collective Investment Schemes by the Malta Financial Services Authority.

INVESTMENT DETAILS

I/We apply for shares in the Fund/s indicated below under the Terms and Conditions as outlined on the back of this form and in the Prospectus.

FUND NAME	TYPE OF SHARES	CCY	LUMP SUM INVESTMENT	MONTHLY SAVINGS AMOUNT	COMMISSION

METHOD OF PAYMENT

I/We wish to pay by: (tick as appropriate)

☐

Cheque / Banker's Draft (details of cheque/banker's draft)

☐

Standing Order: (for monthly investment plans only – please attached a copy of the standing order request form)

☐

Other:

SOURCE OF FUNDS

"Source of funds" refers to the activity, event, business, occupation or employment generating the funds used in this particular transaction. *Tick those that apply*

☐

Employment

☐

Inheritance

☐

Income from Assets

☐

Property Sale

☐

Other

SOURCE OF WEALTH

"Source of wealth" is the economic activity or activities that generate your overall wealth. *Tick those that apply*

☐

Employment

☐

Inheritance

☐

Income from Assets

☐

Property Sale

☐

Other

FOR Merrill Sicav plc USE ONLY:

Client Ref.

Deal No.

No. of Shares

EXPECTED VALUE AND FREQUENCY OF TRANSACTIONS

Declare the expected amount to invest (€): _____ and the expected average number of trades per year: _____

INCOME DISTRIBUTION (where applicable according to the Prospectus)
(This section should be completed by investors applying for distribution Shares)

I/We wish the income from my/our investment in the:

_____ to be:
(Name of Fund)

(please tick only one box)

☐

Reinvested in the Fund

☐

Paid into my/our account with

Name of Bank and Branch

(IBAN)

(Account Currency)

FOR Merill Sicav plc USE ONLY:

Client Ref.

Deal No.

No. of Shares

TAX DECLARATION

☐ I/We am/are not a Maltese resident for the purposes of the Income Tax Act (Cap 123) of the Laws of Malta, and therefore I/we am/are exempt from payment of tax on any income distribution. It shall be my/our sole and exclusive responsibility to inform the Investment Manager of any such change forthwith.

EXTERNAL TRANSACTIONS DECLARATION

I/We understand and declare that it is my/our responsibility to ensure compliance with any applicable provisions of the External Transactions Act, (Cap 233 of the Laws of Malta) and any circulars, notices or guidelines issued by the Central Bank of Malta under the authority of the said External Transactions Act.

TRANSFER OF DATA

☐ I/we agree and confirm that Merill Sicav plc is hereby authorised to transfer data provided by me/us to you to third parties situated in jurisdictions that do not provide an adequate level of data protection and/ or appropriate safeguards.

DECLARATION BY INVESTOR & SIGNING INSTRUCTIONS

I am/We are the legal owner/s of the monies which I am/we are applying to invest in the company and the information given by me/us on this Application Form is correct to the best of my/our knowledge and belief. I/We confirm that I/we have read and understood the terms and conditions set out herein. I/We declare that to my/our knowledge and believe the Shares will not be acquired directly or indirectly in violation of any applicable law.

First Named Holder's / Legal Guardian's Signature

First Named Holder's Name / Legal Guardian's
in full and capacity (if applicable)

Execution by bodies of persons is to be made by duly authorised officers whose capacity must be stated.

First Joint Holder's Signature

First Joint Holder's Name in full and capacity (if applicable)

Second Joint Holder's Signature

Second Joint Holder's Name in full and capacity (if applicable)

Date _____

Signing Instructions: ☐ ALL TO SIGN ☐ ANY TO SIGN

DECLARATION BY INTERMEDIARY

I/We confirm to the Investment Manager that:

1. I/We have personally obtained evidence of identity of the customer/s appearing on this Application Form and have satisfactorily verified such evidence, copy of such documents are attached herewith;
2. I/We have taken any other action as required by and in accordance with the applicable Prevention of Money Laundering and Funding of Terrorism Regulations and rules to which I am/we are subject;
3. I/We maintain at our offices, the necessary identification and verification records and other relevant documentation to ensure a proper audit trail in relation to 1, 2 and 3 above;
4. Any of the records required above are available if required by the Investment Manager;
5. Should there be any relevant or material changes to the above records, I/We will immediately inform the Investment Manager of the said change; and
6. That I/we will inform the Investment Manager if it comes to my/our knowledge that any deceleration made by me/us in the application is untrue.

Name in full

Signature

Designation

Marketing Consent:

Merill Sicav plc will use information provided in this application form to be in touch with you and to provide you with marketing material about the funds and other investment services. By ticking 'Yes' below, you will consent to receiving this information.

☐ Yes

☐ No

Please tick below how you would like to receive this information:

☐ Email

☐ Post

☐ Phone

You may withdraw your consent at any time by contacting us at info@merillfunds.com or by post to Merill Funds, 16 Central Business Hub, Level 3, Mdina Road, Attard ATD9036 – Malta. We will treat your information with respect. For more information about our privacy practices please visit our website. By signing this account opening form, you agree that we may process your information in accordance with the Company's Data Protection and Privacy Policy.

TERMS AND CONDITIONS OF APPLICATION

1. The contract created by the acceptance of this Application Form shall be subject to the terms and conditions set out herein, the Memorandum and Articles of Association of the company, the Prospectus and the Key Investor Information Document (KIID) (where applicable). I/we acknowledge that I/we have received and read a copy of the aforementioned documents.

2. Save where the context requires otherwise, terms defined in the Prospectus and the KIID (where applicable) bear the same meaning when used in these Terms and Conditions of Application, in the Application Form and in any other document issued pursuant to the Prospectus.

3. By completing and delivering this Application Form, you (as the Applicant/s) :

a. warrant that you are over the age of 18 and are legally capable of entering this contract. Where you are applying on behalf of someone else, you warrant the same in relation to that person, and where the said person is not legally capable, you warrant you are his legal guardian. As a corporate client you warrant that you are duly organised, validly existing and in good standing under the laws of the jurisdiction regulating you;

b. warrant that, if you sign the Application Form on behalf of another party or on behalf of a body of persons, you have due authority to do so and such person or corporation will also be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions. You further undertake to enclose your power of attorney or a copy thereof duly certified by a lawyer or notary public if required by a service provider;

c. confirm that you are not a U.S. citizen (as defined in the Prospectus) and represent that you are not submitting this Application Form on behalf or for the benefit of a U.S. citizen;

d. Represent, warrant and covenant that you are not politically exposed persons, nor is any person or entity controlling, controlled by or under common control with you a politically exposed person, and to the extent that I/ we have beneficial owners, you have carried out a thorough due diligence to establish the identities of such beneficial owners and based on such due diligence, you reasonably believe that no such persons are politically exposed persons;

e. offer to purchase such number of Shares equivalent in the currency amount specified in this Application Form at the issue price on that dealing date on which your application is accepted as subject to the Documents. You acknowledge that the Fund reserves the right to reject your application in whole and in part, and agree to accept any number of Shares in respect of which the application is accepted;

f. warrant that your remittance will be honoured on first presentation and agree that, if such remittance is not so honoured, you will not be entitled to receive a Contract Note, or to be registered in the Register of Members, or to enjoy any rights in respect of such shares unless and until you make payment in cleared funds for such shares and such payment is accepted by the Investment Manager (which acceptance shall be in its absolute discretion and may be on the basis that you indemnify it against all costs, damages, losses, expenses and liabilities arising out of or in connection with the failure of your remittance to be honoured on first presentation);

g. Acknowledge that if subscription payment in full has not been received by the relevant times stipulated in the Prospectus, the Fund and/or the Investment Manager may cancel the allotment and you agree to hereby indemnify and hold harmless the Fund, the Directors, and each of the Service Providers for any loss, cost or expense suffered by them as a result of your failure to pay the subscription monies by the relevant time;

h. You also warrant and declare that the monies being invested pursuant to this application do not result directly or indirectly from the proceeds of any criminal activity and the investment is not designed to conceal such proceeds so as to avoid prosecution for an offence or otherwise;

i. warrant that, in connection with your application, you have observed all applicable laws, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any jurisdiction and that you have not taken any action which will or may result in any Service Provider of the Company acting in breach of the regulatory or legal requirements of any jurisdiction in connection with the Shares or your application;

j. Agree to provide the Fund or anyone of the Service Providers any additional documentation, information or declarations that it or they may require to verify your identity in accordance with current or future anti-money laundering/terrorist financing, legislation or regulation implementing Foreign Account Tax Compliance Act or any other tax reporting obligations under legislation or regulation or any other such documents, information, certificates or declarations each may reasonably require in connection with the investment. You acknowledge that any delay by you in providing such documentation may result in delayed processing of your application and/or delayed payment of any future redemption payments to you or processing of transfer requests on your behalf. You hereby hold the Fund and each one of the Service Providers harmless and indemnify them against any loss arising as a result of a failure to process the application if such information has been required and has not been provided by you or was inaccurate in anyway. You hereby agree to notify the Fund or the Administrator immediately of any change in any documentation, information, declarations aforementioned and further agree to request the redemption of Shares in respect of which any such confirmations have become incomplete or inaccurate if requested to do so by the Fund. You agree to notify the Fund of any change to your tax residency status.

k. You understand that all/part of fees and expenses may be charged to the capital of the Fund and that this will have the effect of lowering the capital value of your investment. Thus, on redemptions of holdings, you may not receive back the full amount invested. All fees are described in more detail in the latest copy of the Prospectus

l. The company/the fund and each of the Service Providers are hereby authorized to accept and execute any instructions in respect of the Shares to which this application relates or which may in future be acquired by you which are given by you in written form or by facsimile or such other means as may from time to time be permitted by the Company or its delegates including electronic means, and in the case of joint holders which are given by such means by the duly authorised joint holder ("Instructions"). You hereby agree to indemnify each of the Company / the Fund and the Service Providers, and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon Instructions. The Company/Fund and each of the Service Providers may each rely conclusively upon and shall incur no liability in respect of any action taken upon any Instructions or any notice, consent, request, or other instrument believed in good faith to be genuine and to be signed or given by properly authorized persons;

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m. Hereby acknowledge that it is your responsibility to check the accuracy of information provided in any confirmation of ownership, any valuation statements and other reports issued by any Service Provider on behalf of the Fund. It will be assumed that all the documents you have received and the details contained therein are correct unless you contact the Administrator within twenty four hours from date of receipt. The Fund and its Service Providers' liability and ability to change the contract notes will be restricted after this time, however the Fund and each of the Service Providers reserve the right to correct errors at any time and will endeavour to ensure errors are correct;

n. You hereby acknowledge that any notice or document may be served by the Company and/or the Fund or its Service Providers on you in the manner specified from time to time in the Prospectus and if you have provided an e-mail address or fax number to the Fund or its delegate, consent to any such notice or document being sent to you by fax or electronically to the fax number or e-mail address previously identified to the Fund or its delegate which you acknowledge constitutes effective receipt by you of the relevant notice or document.

o. agree that, having had the opportunity to read the Documents, you shall be deemed to have had notice of all information and representations concerning and relative to the Company and the Funds contained therein;

p. confirm that in making this application you are not relying on any information or representation concerning or relating to the Company or the Funds other than those contained in the Documents or the most recent annual accounts of the Company and you accordingly agree that no person responsible solely or jointly for the Documents or any part thereof, will have any liability for any such other information or representation;

q. agree that the contracts resulting from the acceptance of this Application Form will be governed by, and construed in accordance with Maltese Law and that you submit to the jurisdiction of the Maltese Courts and agree that nothing shall limit the right to bring any action, suit or proceeding arising out of or in connection with any such contracts, before the courts of any jurisdiction outside Malta.

r. You understand that the representations and warranties made herein are continuous and all subsequent subscription of Shares in the Fund by you shall be governed by them, and you agree to notify the Fund and each of the Service Providers promptly, if any representation or warranty should cease to be true at any time

s. Hereby agree to indemnify and hold harmless the Company, and each of the Service Providers or their authorised agents or delegates against any loss, liability, cost or expenses (including without limitation legal fees, taxes and penalties) which may result directly or indirectly from any misrepresentation or breach of any warranty, condition, covenant or agreement contained herein or in any other document delivered by you to the Fund or any of them and shall notify the Fund immediately if any of the representations herein made are no longer accurate and complete in all respects.

t. confirm that you have read this form, and that the information provided is factual, correct, true and complete.

u. You understand that you should consult your legal/tax advisors regarding the tax implications of contributing to or receiving benefits from any product recommended under the laws of your country of residence.

4. The Company shall hold, use, obtain, disclose and process your personal data in accordance with the General Data Protection Regulation (Regulation 2016/679) as the same may be duly amended from time to time. Your data shall be processed by the Company for the purposes of carrying out the services of managing and administering your investments in the Funds on an ongoing basis and to comply with applicable legal and regulatory obligations including anti-money laundering obligations. The Company shall disclose your data to its delegates and agents including the Service Providers, and the Company's Group Companies and affiliates, and to third parties where necessary, or for legitimate business interests including those of the Company and all Service Providers. All telephone calls shall be recorded for record keeping, security and/or training purposes. Your data may also be used for statistical analysis and market research. The information requested in this Application Form is mandatory for the purposes of your application and without which no investments can be made in your name.

In signing this Application Form, you hereby unambiguously consent in the processing (throughout your dealings with the Company and for such time as is required by law) of your data, as outlined above, and contained in the Prospectus under the heading "Data Protection".

You may request a copy of the personal data processed by the Company or its agents by sending a written signed request to Merrill Sicav plc on the registered address of the Company. If any personal data is found to be inaccurate or incomplete, you have the right to request that this be rectified or completed, as appropriate. You also have the right to object to the processing of your personal data in those instances allowed by law.

You have the right to request erasure of your personal data and/or to restrict its processing in circumstances allowed by law.

You may withdraw your consent at any time where processing is based on such consent.

You have the right to obtain your personal data in electronic format for onward transmission by you to another entity without hindrance from us.

You have the right to lodge a complaint with us and/or with the competent data protection supervisory authority (i.e. the Office of the Information and Data Protection Commissioner) in case you feel the Company has breached your rights regarding its processing of your data. You may exercise these rights by contacting us by email on info@merrillfunds.com or by post to Merrill Funds, 16 Central Business Hub, Level 3, Mdina Road, Attard ATD9036 – Malta.

Your personal data shall be held throughout the period you remain an investor in the Company, and for such further time as is required by law to protect your interests and those of the Company.

For further information on what constitutes personal data and the circumstances where this is processed by the Company, please see the Prospectus under the heading "Data Protection".

5. No person receiving a copy of the Prospectus or an Application Form in any jurisdiction other than Malta may treat the same as constituting an invitation or offer to him nor should he/she in any event use such Application Form unless, in the relevant jurisdiction,

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such an invitation or offer could lawfully be made to him/her or such Application Form could lawfully be used without contravention of any applicable legal requirements. It is the responsibility of any person outside Malta wishing to make any application to satisfy himself/herself as to full observance of the laws of any relevant jurisdiction in connection therewith, including obtaining any requisite governmental or other consents, observing any other formalities required to be observed in such jurisdiction and paying any issues, transfer or other taxes required to be paid in such jurisdiction.

6. A “Politically Exposed Persons” (PEP) means a natural person who is or have been entrusted with prominent public functions, other than middle ranking or more junior officials. For the purposes of this definition, this includes the following:

- a. Heads of State, Heads of Government, Ministers, Deputy or Assistant Ministers, and Parliamentary Secretaries;
- b. Members of Parliament or similar legislative bodies;
- c. Members of the governing bodies of political parties;
- d. Members of the superior, supreme, and constitutional courts or of other high level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- e. Members of courts of auditors, or of the boards of central banks;
- f. Ambassadors, chargé d’affaires and other high-ranking officers in the armed forces;
- g. Members of the administrative, management or supervisory boards of state-owned enterprises; and

Points a to f should include individuals exercising an equivalent function within an EU institution or any other international body

The regulation shall also be applicable to family members or persons known to be close associates of PEP:

“Family Members” include the spouse (or equivalent); the children and their spouses; and the parents.

“Persons Known to be Close Associates” means:

- i. natural person known to have joint beneficial ownership of a body corporate or any other form of legal arrangement, or any other close business relations, with that PEP;
- ii. natural person who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of that PEP.

The regulatory requirements are mandatory as long as a PEP remains entrusted with a prominent public function and **for at least twelve months after the date on which that person ceased to be entrusted with a prominent public function.**



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