

FULLERTON LUX FUNDS ACCOUNT OPENING FORM – FOR CORPORATE

Please read the attached Important Terms & Conditions (“T&Cs”) before completing this form. Please submit this form, together with the requisite documents mentioned in the T&Cs to the Transfer Agent via facsimile followed by the original via mail:

BNP Paribas
60 Avenue J.F. Kennedy, L-2085 Luxembourg, Grand Duchy of Luxembourg
Attention: Transfer Agency
Facsimile: 352 2696 9747

Important Information

Processing of personal data

Personal data related to identified or identifiable natural persons submitted in, as a result of or together with this form, as well as provided to, collected or otherwise obtained by or on behalf of, Fullerton Lux Funds, whether from these natural persons or indirectly from other sources (including from public sources), will be processed in accordance with the Privacy Notice (referred to in the Company’s Prospectus, a current version of which is attached in this form) and the provisions of the T&Cs of this form.

Please note that this form and the requisite documents have to be received prior to the account being opened. Transactions will only be accepted after the account has been opened.

APPLICANTS’ DETAILS	
Full Name <i>(as per constitutive document)</i>	
Registration No.	Date of incorporation : _____
Country of incorporation	
Tax residency	
Registered or Business Address *	
Nature of business	
Source of funds	
<u>Name and contact details of main contact person</u>	
Name	
Contact details	: (+ _____) _____ (Office) (+ _____) _____ (Mobile)
Email (mandatory)	

* **Note:** Post-Office Box (“PO Box”) address is not permitted and the account cannot be opened if PO Box address is indicated.

DIVIDEND INSTRUCTION	
<input type="checkbox"/> Re-invest in further Units	<input type="checkbox"/> Pay us the dividends by bank or electronic transfer
Notes:	
1. Where no option on dividend instruction is selected, all dividends will be automatically reinvested in new Shares of the same Share Class of the relevant Fund.	
2. Dividend amounts below EUR 50 or its equivalent will not be distributed and will be automatically reinvested in new shares of the same Share Class of the relevant Fund.	

REPORTING – Contract Notes and Account Statements	
Reporting language	: <input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> German <input type="checkbox"/> Italian <input type="checkbox"/> Spanish
Reporting currency	: <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> JPY <input type="checkbox"/> SGD <input type="checkbox"/> Others (please specify): _____
Reporting mode	: <input type="checkbox"/> Fax only <input type="checkbox"/> Mail only <input type="checkbox"/> Fax and mail Fax No.: _____

APPLICANT’S PAYMENT INSTRUCTIONS FOR REDEMPTIONS AND DIVIDENDS (Please note that third party payments are not accepted. If this section is not completed, payments to you may be delayed.)	
Currency	Account Name
Intermediary Bank/SWIFT	Account Number
Beneficiary Bank/SWIFT	

DECLARATIONS

1. We acknowledge that we have received, read and understood and accepted the terms of the latest Prospectus or Information Memorandum (as the case may be) and Articles of Incorporation of Fullerton Lux Funds (the "Company") as the same may be amended, supplemented, modified, varied or replaced from time to time, including the T&Cs attached to the Account Opening Form and Transaction Form ("Application Forms"), and irrevocably agree to be bound by them.
2. We are the ultimate beneficial owner(s) of the Shares of the relevant Fund, i.e. a fund under the Company. Where we are not the ultimate beneficial owner(s), we hereby undertake to provide requisite information for the identification and verification of the ultimate beneficial owner(s). The required consents for use have been obtained from the ultimate beneficial owner(s) for use in accordance with applicable law or as reasonably required for the acquisitions of the Shares of Fund
3. We acknowledge that any allotment, issuance, sale, purchase or redemption of Shares by the Investment Manager will be entered into or conducted by the Investment Manager as agent for and on behalf of the Fund (and not as principal), and that all transactions involving the allotment, issuance, sale, purchase or redemption of Shares by the Investment Manager is intended to be entered into or conducted by the Investment Manager as agent for and on behalf of the Fund (and not as principal).
4. We declare that we are not a US Person as defined in the Prospectus or Information Memorandum (as the case may be) and that we are not applying as the proxy-holder of a person who is a US Person; that we have not been solicited to purchase Shares while physically present within the US; that at the time we placed our order to buy Shares we were outside of the US; that we will not transfer any of the Shares or any interest therein to a US Person; if our or the underlying investors' status as a non-US person should change, we will immediately inform the Transfer Agent. In such event, we agree that the Company shall be entitled to (but shall not be obliged to) repurchase, or to require us to redeem our Shares.
5. We hereby confirm that the money or assets invested in the Company are neither directly nor indirectly the proceeds of any criminal act within the meaning of applicable Luxembourg law.
6. Where we are NOT subscribing to any Class A or Class R Shares of any Fund, I/we declare that we qualify as an Institutional Investor within the meaning of Article 174 of the Luxembourg Law of 17 December 2010 (as amended from time to time) regarding collective investment undertakings, the securities of which are not intended to be placed with the public.
7. For investments into Fullerton Lux Fund - Asian Currency Bond Fund and Fullerton Lux Fund - RMB Bond Fund, we confirm that the source of funds is sourced outside of the People's Republic of China ("PRC"), which excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan.
8. We hereby declare that the information contained in this form is true and correct, and undertake to inform the Transfer Agent immediately of any change in our details contained herein.
9. **Key Investor Information Document ("KIID")**
 - a. **For direct investor**
 - i. We consent to being provided with the KIID on this website, <http://www.fullertonfund.com> (the "Website"), which is an appropriate medium in the context of the business between us and the Company;
 - ii. We further acknowledge and confirm that latest KIID will not be sent nor addressed to me personally; and that we will access, read and understand the latest relevant version of the KIID, available on the Website **on every occasion prior to placing any investment or switch transactions** in the relevant Fund(s); and
 - iii. We further confirm that we have provided a valid email address which can be used for communication by the Company and/or its appointed agents. By providing the valid email address, we specifically acknowledge that we have regular access to the Internet and specifically consent to the KIIDs being provided to us by us accessing the Website.
 - b. **For intermediary**
 - i. We are acting as an intermediary and not investing on our own behalf and/or we are proposing to our underlying clients to invest in the relevant Fund (even, for example, by simply arranging subscriptions or switch transactions into the relevant Fund);
 - ii. We will ensure that we comply with all applicable rules and regulations in relation to the provision of a KIID to our investors; and
 - iii. We consent to being provided with the KIID on this website, <http://www.fullertonfund.com> the "Website"), which is an appropriate medium in the context of the business between us and the Company;
 - iv. We further confirm that we have provided a valid email address which can be used for communication by the Company and/or its appointed agents. By providing the valid email address, we specifically acknowledge that we have regular access to the Internet and specifically consent to the KIIDs being provided to us by us accessing the Website.
10. By executing this form, all executing parties expressly and formally acknowledge all provisions and disclosures relating to the processing of personal data which are contained or referenced in this form and the Privacy Notice, and in particular all provisions of the section T&Cs of this form and having been given easy access to the Privacy Notice, a current version of which accompanies this account opening form.

Applicant's Authorised Signatories' Name(s)

Applicant's Authorised Signatories Signature(s)

Company Stamp

Date

IMPORTANT TERMS AND CONDITIONS (“T&Cs”)

GENERAL

1. For the first time Applicant, please submit the applicable Self-Certification Form and any relevant document as requested by the Manager(s) and/or their appointed agents to facilitate anti-money laundering checks in accordance with applicable laws and regulations.
2. At the Company and/or its appointed agents' discretion, the Applicant or existing Shareholder may be required to provide additional information and documentation, including translations and certifications thereof, in compliance with the applicable law and regulations in force from time to time.
3. The Transfer Agent shall be notified immediately, via facsimile followed by original via mail, of any change of the Applicant's details in this form or supporting documents.
4. Information on the relevant Funds contained in the Prospectus or Information Memorandum (as the case may be) and/or Articles of Incorporation shall prevail over any information contained in this form. All other information or representations made must be regarded as unauthorised and must not be relied upon. The T&Cs contained herein are subject to change at the absolute discretion of the Company.
5. All capitalised terms used in this form unless otherwise defined shall have the meaning ascribed to them in the Prospectus or the Information Memorandum (as the case may be).
6. The Company, and/or its appointed agents shall be entitled in their sole and absolute discretion at any time after receipt of this form to deem an incomplete or improperly completed form, or the Applicant failing to provide true and accurate information and documents as required by the Company and/or its appointed agents for the processing of this application in accordance with the Prospectus or Information Memorandum (as the case may be) and/or Articles of Incorporation, applicable laws and regulations, to be an invalid request. The Company shall not be liable to the Applicant for any losses suffered by the Applicant as a result any delay or failure by the Applicant to submit a duly completed Account Opening Form, and requisite documents.
7. If the Applicant is requesting accounts openings for its clients (the “SRS Clients”) who wish to subscribe into the Company through the Supplementary Retirement Scheme (“SRS”) promoted by the Singapore Government, the Transfer Agent would only accept instructions (subscriptions, redemptions, transfers, switch transactions) sent by the Applicant, on behalf of the SRS Clients. No direct instructions from the SRS Clients will be accepted. All the communication between the Transfer Agent and the SRS Clients will be made exclusively through the Applicant, and the Applicant shall ensure that the SRS Clients have duly authorized it to do so. The Company and its appointed agents shall be indemnified, and held harmless, at all times against all actions, proceedings, claims, loss, damage, costs and expenses (including attorneys' fees, taxes and penalties) including consequential losses/damages which may be brought against them or suffered or incurred by them and which shall have arisen either directly or indirectly out of or in connection with them accepting only instructions from the Applicant, and not from the SRS Clients directly. Upon receipt of the completed Account Opening Form and the full subscription amount, the Company and/or its appointed agents will issue the Shares of the Company in the name of the SRS Clients. The Applicant must ensure that the SRS Clients agree with all the provisions of the T&Cs as if they were themselves the Applicants.
8. Transactions will only be accepted after the account has been opened.
9. The Company and any of its appointed agents, may disclose to each other, to any affiliate, to any other service providers to the Fund and to any regulatory body in any applicable jurisdiction, copies of this form and any information concerning the Applicant in their respective possession, whether provided by the Applicant to the Company and/or its appointed agents, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.
10. The Applicant shall check the accuracy of the details contained in the contract notes and statements of accounts sent by the Company and/or its appointed agents. All details contained in such contract notes and statements of accounts shall be deemed to be final and confirmed by the Applicant(s) after 30 business days from the date of dispatch to the Applicant.
11. The Company and/or its appointed agents 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 such transactions shall be reported to the CSSF.
12. The Applicant agrees that the foregoing declarations, representations, warranties and acknowledgements will be deemed to be reaffirmed by the Applicant at any time the Applicant purchases or otherwise acquires additional Shares of the Fund and such purchase or acquisition will be evidence of such reaffirmation, and if any of the foregoing representations, warranties and acknowledgements cease to be true, the Applicant will promptly notify the Company and/or its appointed agents of the facts pertaining to such changed circumstances, including changes to details provided herein.

POWER OF ATTORNEY

13. If the Applicant appoints an attorney, a Power of Attorney Form must be completed and all the documents specified therein attached to this form, and The Power of Attorney Form shall thereafter constitute an integral part of these T&Cs.
14. The Power of Attorney shall allow the attorney to act on behalf of the Applicant, and such Applicant hereby authorises the Company and/or its appointed agents to act and rely on the signed or purportedly signed instructions of the attorney without liability with respect of any subscription, redemption, switching, transfer, payment or other act made or done or omitted to be done in accordance with such instructions.
15. A Power of Attorney may be withdrawn at any time, but shall however be deemed to continue to be valid until the eighth (8th) day inclusive after receipt by the Company and/or its appointed agent of notification, by registered post, of the cancellation of the Power of Attorney.

SUBSCRIPTIONS

16. Upon receipt of the completed Transaction Forms and the full subscription amount, the Company and/or its appointed agents will issue the Shares of the Company in the name of the Applicant. Any and all transactions involving the allotment, issuance or sale of Shares by the Investment Manager will (and are intended to) be entered into or conducted by the Investment Manager as agent for and on behalf of the Fund (and not as principal).
17. The Company reserves the right to deem any transaction as cancelled and/or to recover from the Applicant any loss, expenses, claims, costs or charges which may be incurred by the Fund, as a result of the Applicant's failure to make full payment for value in accordance with the transaction, including cases due to non-availability or insufficiency of funds in the Applicant's SRS Clients' accounts (opened in person by the SRS Client with an SRS Agent Bank for the purpose of subscribing in the Company) or other reasons for rejection by the SRS Agent Bank. “SRS Agent Bank” means any branch of SRS operators approved or appointed by the relevant Minister of Singapore.
18. The Company shall have the right to allot fewer Shares than the number applied for or to refuse any subscriptions without giving any reason.

REDEMPTIONS

19. Any and all transactions involving the purchase or redemption of Shares by the Investment Manager will (and are intended to) be entered into or conducted by the Investment Manager as agent for and on behalf of the Fund (and not as principal). Subject to the Prospectus or Information Memorandum (as the case may be), the Company may compulsorily redeem Shares of a Shareholder.
20. A redemption request accepted by the Company is irrevocable by the Shareholder except with the consent of the Company.

ANTI-MONEY LAUNDERING & RELATED MATTERS

21. The Applicant understands that due to the changing nature of anti-money laundering laws and regulations and the possible extension of applicable rules, the Company and/or its appointed agents may update and amend its procedures as might be required from time to time to comply with such amendments.
22. The Company and/or its appointed agents require detailed verification of an Applicant's identity and the source of subscription monies to satisfy the Company's responsibility to prevent money-laundering. The Company and/or its appointed agents reserve(s) the right to request any Applicant or existing Shareholder for such information or further information as may be necessary to make such verifications before any application may be processed or the proceeds of the redemption can be paid out. Any delay or failure by an Applicant or existing Shareholder to produce such information as may be requested for verification purposes may result in the Company and/or its appointed agents refusing to accept the application. The Company and its appointed agents shall not be liable to the Applicant or existing Shareholder for any loss suffered as a result of such failure to provide such information for verification purposes.
23. Third party payments will not be accepted.

CONFIDENTIALITY

24. The Transfer Agent agrees to keep all information concerning the Applicant confidential unless required to disclose such information to third parties under any applicable law or by formal instruction received from the Applicant.
25. An Applicant who does not subscribe to the Company directly in Luxembourg may not benefit from Luxembourg banking secrecy rules.

26. The Applicant accepts and agrees that the Company and/or its appointed agent may need to disclose personal details of the Applicant for the processing of cash payment instructions in accordance with the mandatory obligation provided in Article 16 of the Luxembourg Act of 19 November 2004 (as amended from time to time) in relation to the combat of money laundering and terrorism financing.
27. The Applicant hereby explicitly authorizes and instructs, throughout the duration of the Applicant's relationship with the Company, that personal data as well as identification documents provided by the Applicant to the Company and the Transfer Agent are disclosed to external parties such as Fullerton Fund Management Company Ltd, Singapore ("Fullerton"), acting as Global Distributor and Investment Manager, and BNP Paribas Trust Services Singapore Limited, as necessary for the performance of the services of the Company and/or the Transfer Agent in relation to the Company, or for the provision of enhanced Shareholders' related services and to comply with regulatory requirements in Singapore. Such personal details and documents may be transmitted in electronic form and may be used outside Luxembourg and may therefore be potentially subject to the scrutiny of regulatory and tax authorities outside Luxembourg. The Applicant also explicitly waives its rights under the secrecy rules applicable to the Transfer Agent.

PROCESSING OF PERSONAL DATA

28. In relation to the processing of personal data related to identified or identifiable natural persons by the Company and (respectively the "Data", the "Data Subjects" and the "Controller"), each of the undersigned applicant(s) (the "Applicant") hereby:
- (i) acknowledges that the Controller processes several categories of Data related to several categories of Data Subjects for several purposes on several lawful bases;
 - (ii) acknowledges (A) that Data so processed may be Data which relate to any of the Applicants, but may also be Data (a) which relate to Data Subjects who are not a party to this form and (b) which are or will be provided to the Controller by or on the initiative of any of the Applicants (respectively the "Related Data" and the "Related Data Subjects"); and (B) that Related Data include Data relating to Related Data Subjects as well as Data relating to any of the Applicants who are natural persons;
 - (iii) represents and warrants having received full authority from each Related Data Subject and/or otherwise being fully entitled to provide, or to cause or allow the provision of, any Related Data to the Controller;
 - (iv) undertakes to promptly provide the Controller (or any third party indicated by the Controller) with any information regarding any Related Data Subject which the Controller may reasonably request in order to fulfil, or enhance the fulfilment of, their duties and obligations pursuant to applicable data protection laws and regulations;
 - (v) acknowledges and, to the extent required, irrevocably agrees that the Controller communicates directly, and where applicable separately, with any of the Related Data Subjects, in particular but not only if the Controller considers that this is necessary to comply with, or that this enhances their compliance with, applicable data protection laws and regulations;
 - (vi) represents and warrants being required to inform each Related Data Subject of the processing of their Data by the Controller (irrespective of whether these Data have been provided to the Controller, or their provision to the Controller caused or allowed, by the Applicant) in a timely manner;
 - (vii) represents and warrants that, before or no later than at the time of providing, or causing or allowing the provision, of any Related Data to the Controller, the Applicant has received or has been given easy access to the Controller's full privacy information designated as the "Privacy Notice" in the section headed "Data Protection" of the Prospectus, and has been invited to take the time to carefully consider and read the Privacy Notice;
 - (viii) acknowledges that the current version of the Privacy Notice accompanies this form;
 - (ix) represents and warrants having provided (or at least having given easy access to) the Privacy Notice to each Related Data Subject in a timely manner and in the Applicant's language of reference;
 - (x) represents and warrants that the attention of each Related Data Subject has been drawn to the limitation of liability and compensation provisions contained in the Privacy Notice or in this form, in particular but not only the provisions contained in clause 29 below and that each Related Data Subject has accepted (or that the Applicant will cause the acceptance by each Related Data Subject of) each such limitation of liability and compensation provisions;
 - (xi) acknowledges that the Privacy Notice may be amended at any time and at the sole discretion of the Controller, and that any change or update to the Privacy Notice may be notified to the Applicant by any means that the Controller deems appropriate, including by public announcement;
 - (xii) agrees that in respect of any change or update to the Privacy Notice that the Controller is under a duty to notify to the Applicant and/or in relation to a Related Data Subject will be duly and fully notified to this Applicant and/or in relation to this Related Data Subject either (A) by the transmission of an email linking to this change or update to the email address provided in the Applicants' Details section of this form and/or (B) by the mere posting of this change or update on <http://fullertonfund.com/en/contact-us/global-offices/cpg/18>;
 - (xiii) undertakes to continue to notify each Related Data Subject, in a timely manner and in her/his language of reference, of any notification of change or update to the Privacy Notice notified to the Applicant pursuant to the foregoing sub-paragraph (xii) or otherwise received by the Applicant from the Controller;
 - (xiv) acknowledges that, notwithstanding any notification of change or update from the Controller, an updated version of the Privacy Notice may easily be obtained or accessed at any time as indicated in the section headed "Data Protection" of the Prospectus;
 - (xv) represents and warrants that, when a processing of Data is and/or will be based on the consent of any Related Data Subject, the Applicant's consent to such processing (given either in this form or separately) means (A) that the corresponding consent by this Related Data Subject (a) has been and/or will have been obtained in due time from this Related Data Subject and (b) is and/or will be fully valid under the applicable data protections laws and regulations, and (B) that the Applicant is and/or will be able to provide due evidence thereof upon simple request from the Controller;
 - (xvi) undertakes that the Controller be notified in a timely manner (A) of any withdrawal of any consent given by any Related Data Subject, and (B) more generally of any decision or event which affects or may affect the Controller's processing of the Related Data; and
 - (xvii) agrees to indemnify and hold harmless the Controller to the fullest extent authorised by applicable law, for and against any adverse consequence arising from any breach of a provision of this clause, unless such adverse consequences result from the negligence of the Controller.
29. Each of the Applicants acknowledges and agrees that the liability of the Controller in relation to the processing of Related Data and the obligation of compensation by the Controller in case this liability is established are strictly limited to what the Controller is liable for and have to compensate pursuant to mandatory provisions of applicable laws and regulations. In particular, without prejudice to the general nature of the foregoing or to other limitation of liability and compensation provisions contained otherwise in this form or in the Privacy Notice, each of the Applicants:
- (i) acknowledges that Related Data may be sent, communicated, disclosed, accessed by, or otherwise made available (collectively "transmitted") to third parties; and agrees that the Controller bears no liability, and will provide no compensation to anyone, for any Related Data being transmitted to any third party, within or outside of the European Union, without an express authorisation from the Controller and, more generally, for any such unauthorised third party having or receiving knowledge of Related Data;
 - (ii) acknowledges that the Controller may from time to time provide or make available privacy information related to third parties which are acting as controller in their own right in relation to the Related Data (the "third-party privacy information"); and agrees that the Controller bears no liability, and will provide no compensation to anyone, in relation to third party privacy information, nor in relation to any processing performed by these third-party controllers and;
 - (iii) acknowledges that the Controller may from time to time unwillingly collect or obtain Related Data which the Controller has no intention, nor interest to process in view of the purposes described in the Privacy Notice, but which the Controller may nevertheless happen to store or even transfer (the "Unsolicited Related Data"); undertakes to adopt all appropriate measures to prevent such Unsolicited Related Data to be collected or obtained by the Controller; and agrees that the Controller bears no liability, and will provide no compensation to anyone, for any damage suffered and resulting directly or indirectly from the processing of Unsolicited Related Data.
30. The Applicant hereby consents to the processing their information and the disclosure of the Applicant's information by the parties above in the parties' legitimate interest to any Fullerton company, company of the group of the Administrator and/or Custodian and agents of such companies including companies situated in countries outside of the European Economic Area which may not have the same data protection laws as in Luxembourg or Singapore. Applicants are informed that subject to applicable laws and regulations, data thus may transit via and/or be processed in countries which may not have data protection requirements deemed equivalent to those prevailing in the European Economic Area or Singapore. Applicants may request access to, rectification of or deletion of any data provided to the Company or any of the parties above or stored by the Company or any of the parties above in accordance with applicable data protection legislation.
31. The Company and/or its appointed agents shall keep the personal details of Applicant for at least five (5) years after the end of the relationship between the Applicant and the Company. The Applicant may withdraw consent of the use of the Applicant's information subsequently by giving notice in writing to the Company and/or its appointed agents but should note that such withdrawal will also be deemed to be a request for redemption of all the Applicant's investments in the Fund. Further, it will not prevent the continued use or disclosure of data for the purposes of compliance with any legal, governmental or regulatory requirements of any relevant jurisdiction.
32. In providing any personal information of the Applicant's customers to the Data Processing Parties that are subject to the PDPA, the Applicant undertakes to comply with the all applicable laws and regulations relating to data protection in Singapore, including ensuring that all necessary consents, notifications and/or waivers relating to the collection, use, processing, transfer, storage and disclosure of any such personal data are obtained from/provided to their customers. The Applicant will ensure that such consents are maintained in full force and effect.

FAX OR E-MAIL AUTHORITY/ INDEMNITY

33. The Applicant is aware that e-mail/facsimile is not a secure or error-free medium of communication and that there are possible risks involved in connection with the transmission of information via e-mail/facsimile. The Applicant further acknowledges the possible risks involved in connection with the giving of any e-mail/facsimile instruction to the Company and/or its appointed agents, including but not limited to, the Company and/or its appointed agents not being in a position to verify the Applicant's signature(s) on such e-mail/facsimile instruction, some third party forwarding/sending e-mail/facsimile instructions purportedly with respect to such Applicant's account, and the Company and/or its appointed agents not being able to distinguish that such e-mail/facsimile instructions have not come from the Applicant. The Company and/or its appointed agents is irrevocably and unconditionally authorized to act on any e-mail/facsimile instructions received from any Applicant, which they in their sole discretion reasonably believed to have emanated from such Applicant, and the Company and its appointed agents shall be fully indemnified, and held harmless, at all times against all actions, proceedings, claims, loss, damage, costs and expenses (including attorneys' fees, taxes and penalties) including consequential losses/damages which may be brought against them or suffered or incurred by them and which shall have arisen either directly or indirectly out of or in connection with them accepting such e-mail/facsimile instructions.
34. This fax or e-mail authority shall remain in force until notice in writing of its termination is received by the Company and/or its appointed agents, and shall continue to apply to all dealings and transactions between the Company and/or its appointed agents and the Applicant in relation to all Funds invested into by the Applicant, notwithstanding that it shall later be shown that the instructions were not signed or sent by the relevant Applicant. This fax or e-mail authority does not apply to notifications of change of name or transfers, and the use of powers of attorney where original documentation must be sent by post to the Company and/or its appointed agents.

GOVERNING LAW & INDEMNITY

35. The Applicant agrees to submit to the jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg. All transactions and agreements between the Applicant and the Company shall unless otherwise agreed be governed by and construed in accordance with the laws of Luxembourg City, Grand Duchy of Luxembourg.
36. The Applicant shall indemnify upon first demand the Company and/or its appointed agents against any actions, proceedings, claims, loss, damage, costs and expenses (including attorneys' fees, taxes and penalties), including consequential loss and/or damage, which may be brought against them or suffered or incurred by them and which shall have arisen either directly or indirectly out of or in connection to a breach by the Applicant of these T&Cs, or out of the Company and/or its appointed agents relying on, accepting or failing to act on any instruction or declaration or information given by or on behalf of the Applicant unless due to the wilful default, fraud or gross negligence of the Company and/or its appointed agents.
37. If any provision or clause of these T&Cs is deemed to be, or otherwise becomes, void or unenforceable in whole or in part for any reason, such unenforceability or invalidity shall not affect the validity of the remaining T&Cs.
38. The Applicant specifically consents that telephone-recording procedures may be used and agrees that such records may be used in court or in any legal proceeding, with the same value as written evidence.

TAX AND RELATED DECLARATIONS AND LEGISLATION

39. The Applicant agrees to provide to the Company and/or their appointed agents on an on-going basis any form, document, tax status, self-certifications, identity or residency information or any other information (including, without limitation, an applicable US Internal Revenue Service Form W-8/W-9) for the Fund to comply with any tax reporting or other related reporting or due diligence requirements under applicable law, and to allow the Company and its appointed agents (on behalf of the Fund) to make any payment to the Applicant without any deduction or withholding for or on account of any tax, and to comply with any reporting or other requirements under applicable law, including but not limited to pursuant to sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended (the "Code") and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with such sections of the Code ("FATCA"). Any such form, document or information shall be provided promptly upon reasonable demand by the Company and/or its appointed agents and prior to any such form, document or information becoming obsolete, unreliable or incorrect. Each Applicant further agrees to notify the Company and/or its appointed agents of any change to any such form, document, tax status, self-certifications, identity or residency information or any other information previously provided to the Company and/or its appointed agents.
40. The Applicant agrees that each of the Company and/or its appointed agents is permitted to disclose any information with respect to the Applicant to any government or tax authority if so required, and the Applicant irrevocably waives, to the extent possible, any applicable law that, but for a waiver, would prevent any such disclosure.
41. Notwithstanding any other provision of this form to the contrary, the Applicant agrees that all payments made under this form by, or on behalf of, the Company to, or for the benefit of, the Applicants shall be made net of any taxes imposed or collected pursuant to FATCA or any other applicable law and no additional amounts shall be payable in respect of any such taxes. The Applicant acknowledges and agrees that the Company may be required to withhold parts of certain payments as required by local laws, regulations or contractual obligations with other jurisdiction's tax authorities, such as the U.S. Internal Revenue Service.