

# FULLERTON LUX FUNDS TRANSACTION FORM – FOR CORPORATE (NON-ASIA)

Please read the attached Important Terms & Conditions ("T&Cs") before completing this form. Please submit this form to the Transfer Agent:

BNP Paribas 60, Avenue JF Kennedy, L -185 5 Luxembourg Attention: Transfer Agency Facsimile: +352 2696 9747

APPLIC	CANT							
Full Nan (as per co	ne :							
Registra	tion No.							
SUBSCRIPTION REQUEST REDEMPTION REQUEST								
Name o	f Fund	Share class	Share currency	Acc/ Dist	ISIN	No. of Shares	OR	Amount & Currency
SWITCHING REQUEST								
Switch	Name of Fund	Share	Share	Acc/	ISIN	No. of Shares	OR	Amount & Currency

Switch	Name of Fund	Share class	Share currency	Acc/ Dist	ISIN	No. of Shares OR	Amount & Currency
From							
То							

REDEMPTION PAYMENT INSTRUCTIONS* (Please note that third party payments are not accepted)						
Currency :		Account Name :				
Intermediary Bank/SWIFT :		Account Number:				
Beneficiary Bank/SWIFT :						

\* If the redemption payment instructions completed here are different from those provided in the Account Opening Form, we will treat these settlement details as the most updated, replacing the settlement details provided in the Account Opening Form.

### DECLARATIONS

- We acknowledge that we have received, read, understood and accepted the terms in the latest Prospectus or Information Memorandum (as the case may be), Articles of Incorporation of the Fullerton Lux Funds (the "Company") and Key Investor Information Document ("KIID"), 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") respectively, and irrevocably agree to be bound by them.
- 2. We declare that we have received and read the latest annual audited report of the Company and, as the case may be, the latest semi-annual report.
- 3. 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 proxyholder 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 me/us to redeem our Shares.
- 4. 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.
- 5. Where we are NOT subscribing to any Class A or Class R Shares of any Fund, 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.
- 6. 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.
- 7. 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.
- 8. 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).



# **IMPORTANT TERMS AND CONDITIONS ("T&Cs")**

# GENERAL

- Please complete all the sections on this Transaction Form and have it properly executed and deliver to the Transfer Agent <u>latest by 1.00 pm CET on any Dealing Day</u>. Neither the Company nor the Transfer Agent shall accept any responsibility for any loss arising from non-receipt of any Transaction Form sent by facsimile.
- 2. The Transfer Agent shall be notified immediately, via facsimile followed by original via mail, of any change of your details in the Application Forms or supporting documents.
- 3. 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.
- 4. 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)
- 5. 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 form, and requisite documents.
- 6. Transactions will only be accepted after the account has been opened.
- 7. The Company and any of its appointed agents, may disclose to each other, to any affiliate, to any other service provider 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.

### **RECOMMENDATION AND/OR ADVICE**

8. The Applicant is aware that the transaction request is not tantamount to receiving any financial advice or recommendation from the Company and/or its appointed agents' representative(s); and that any factual information was given generally without taking into consideration the Applicant's investment objectives, financial situation and particular needs. The Applicant accepts that it is the Applicant's sole responsibility to ensure the suitability of the relevant Fund for the Applicant's own needs, and given that the Applicant has chosen not to receive any recommendation and/or advice from the Investment Manager and/or its representatives, the Applicant will therefore not be able to rely on section 27 of the Singapore Financial Advisers Act to file any civil claim in the event the Applicant alleges to have suffered any loss.

## SUBSCRIPTIONS

- 9. 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).
- 10. 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.
- 11. The Company shall have the right to allot fewer Shares than the number applied for or to refuse any applications without giving any reason.
- 12. Please remit the payment for subscriptions via telegraphic transfer by **Dealing Day + 3** to the following accounts:

Currency	USD	EUR	SGD	JPY	
Correspondent Bank Name BNP Paribas U.S.A - Ne York Branch		BNP Paribas Securities Services, France	BNP Paribas, Singapore	The Hongkong & Shanghai Banking Corporation, Tokyo	
Correspondent Bank SWIFT	BNPAUS3NXXX	PARBFRPPXXX	BNPASGSGXXX	HSBCJPJT	
Beneficiary Account Name	BNP Paribas Securities Services, Luxembourg				
Account Number	-	-	-	009-030081-026	
Beneficiary SWIFT	PARBLULLXXX				
Beneficiary IBAN	LU273280791113TFN840	LU843280791113TFN978	LU673280791113TFN702	LU953280791113TFN392	
Account Name	BPSS Lux / Fullerton SICAV				
Reference	Name of "Fund"				

Currency	CHF	CNY*	
Correspondent Bank Name	BNP Paribas Securities Services, Zurich	BNP Paribas, Hong Kong	
Correspondent Bank SWIFT	PARBCHZZXXX	BNPAHKHHXXX	
Beneficiary Account Name	BNP Paribas Securities Services, Luxembourg		
Account Number	-	-	
Beneficiary SWIFT	PARBLULLXXX		
Beneficiary IBAN	LU643280791113TFN756	LU653280791113TFN156	
Account Name	BPSS Lux / Fullerton SICAV		
Reference	Name of "Fund"		

\* Offshore CNY

#### REDEMPTIONS

- 13. 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 applicable Prospectus or Information Memorandum (as the case may be), the Company may compulsorily redeem Shares of a Shareholder.
- 14. A redemption request accepted by the Company is irrevocable by the Shareholder except with the consent of the Company.



# FAX OR E-MAIL AUTHORITY/ INDEMNITY

- 15. 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 is 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.
- 16. 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**

- 17. 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.
- 18. 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.
- 19. If any provision or clause of these T&C 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.
- 20. 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

- 21. 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 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 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 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.
- 22. 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.
- 23. 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.