

FULLERTON FUND
FULLERTON FUNDS S2
FULLERTON FUNDS S3
 (each a “Fund”, collectively the “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 Manager(s) via facsimile followed by the original via mail:

Fullerton Fund Management Company Ltd
3 Fraser Street, #09-28, DUO Tower, Singapore 189352
Attention: Fund Administration
Facsimile: +65 6820 6878

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.

APPLICANT	
Full Name <i>(as per constitutive document)</i>	
Registration No.	Date of incorporation :
Country of incorporation	
Tax residency	
Registered or Business Address *	
	Country :
Nature of business	
Source of funds	
<u>Name and contact details of main contact person</u>	
Name	
Contact details (mandatory)	(+) (Office) (+) (Mobile)
Email (mandatory)	
<u>Consent in respect of Products and/or Services offered by the Manager and the Manager’s affiliates and/or associates</u>	
I/We consent to Fullerton Fund Management Company Ltd. (the “Manager”) and the Manager’s affiliates and/or associates contacting my/our representatives at the address, email address and phone numbers I/we have provided (and have procured their consent in that regard), to give me/us information on other products and services that the Manager and the Manager’s affiliates and/or associates may offer. I/We further consent to the Manager sharing any of my/our information in relation to this application with any of the Manager’s affiliates and/or associates, and have procured my/our representatives’ consent in that regard. I/We acknowledge and understand that I/we may withdraw our consent to marketing at any time.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

* **Note:** Post-Office Box (“PO Box”) address is not permitted and the transaction will not be processed if PO Box address is indicated.

DIVIDEND INSTRUCTION	
<input type="checkbox"/> Re-invest in further Units	<input type="checkbox"/> Pay in cash
<i>Note: Where no option on dividend payout is selected, all dividends will be automatically reinvested in new Units of the same Share Class of the relevant sub-fund of a Fund (each, a “Sub-Fund” and collectively, the “Sub-Funds”).</i>	

APPLICANT’S PAYMENT INSTRUCTIONS FOR REALISATIONS 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 : 	
<i>Note: If the account is in a currency different from the currency in which the Units being realized are denominated, the Manager(s), the Registrar or the Registrar’s Agent will make the necessary currency conversion at a rate deemed appropriate by them and to deduct the foreign exchange conversion costs, bank charges and telegraphic transfer costs from the realization proceeds.</i>	

DECLARATIONS
1. We acknowledge that we have received, read, understood and accepted the terms of the latest relevant private placing memorandum, information memorandum or prospectus (where applicable) of the relevant Fund and any appendix or addendum or annex (where applicable) relating to the relevant Sub-Fund of the Fund, as the same may be amended, supplemented, modified, varied or replaced from time to time (collectively known as “Offering Documents”), including the T&Cs of the relevant Fund, and irrevocably agree to be bound by them.
2. We irrevocably undertake to observe and agree to be bound by the terms and conditions of the latest Trust Deed and/or any supplemental deed (collectively known as “Trust Deed”) (where applicable) constituting the Fund (as may be modified from time to time).

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3. We are acquiring the Units solely for our own account for investment and not with a view to distribution or resale or, if we are acting as a nominee or custodian for an for another person or entity ("Underlying Owner"), the Units are being acquired solely for that Underlying Owner's own account and not with a view to distribution or resale.
4. We acknowledge that any allotment, issuance, sale, purchase or realisation of Units by the Manager(s) will be entered into or conducted by the Manager(s) 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 Units by the Manager(s) are intended to be entered into or conducted by the Manager(s) as agent for and on behalf of the Fund (and not as principal).
5. We will not transfer directly or indirectly any of our Units or any interest therein (including without limitation by pledge, option, swap, or nominee or similar relationship), or if we are acquiring the Units for the Underlying Owner, we will not permit the Underlying Owner to so transfer, to any other person or entity (i) unless the Manager(s) and/or the Trustee have consented in writing to such transfer, and (ii) unless the proposed transferee has made representations and warranties similar to those contained herein.
6. To the extent that we hold Units for the benefit of the Underlying Owner, we represent and warrant with respect to the Units subscribed for hereby and all other Units acquired by us: (a) that each such Underlying Owner could make the representations in this form; (b) that due to the application of money laundering, tax or similar requirements, or otherwise, upon request from time to time, we will provide such certifications, documents or other evidence as may be reasonably required to substantiate the representations made herein; (c) that, where applicable, we have satisfied ourselves that all legal requirements in the country in which each Underlying Owner is a resident have been fully observed in connection with the purchase of Units, including obtaining any governmental or other consents which may be required and that each Underlying Owner has otherwise complied with all necessary formalities (d) we undertake to provide requisite information for the identification and verification of the Underlying Owner. The required consents for use have been obtained from the Underlying Owner for use in accordance with applicable law or as reasonably required for the acquisitions of the Units of the Sub-Fund.
7. We declare that we are not US Persons, as defined in the Offering Documents, and that the Units of the relevant Sub-Funds are not being acquired or held beneficially by or for a US Person or in violation of any applicable laws. We did not and will not engage in any activity relating to the sale, acquisition or transfer of the Units of the Sub-Fund in the United States, its territories or possessions.
8. We hereby declare that the information contained in this form is true and correct, and undertake to inform the Manager(s) and/or their respective appointed agents immediately of any change in our details contained herein.

Applicant's Authorised Signatories' Name(s)

Applicant's Authorised Signatories Signature(s)

Company Stamp

Date

IMPORTANT TERMS AND CONDITIONS ("T&Cs")

GENERAL

- The T&Cs herewith are applicable with respect to investments in Sub-Funds of Fullerton Fund, Fullerton Funds S2 and Fullerton Funds S3 (each a "Fund", collectively the "Funds").
- For a 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.
- At the Manager(s) and/or their appointed agents' discretion, the Applicant or existing Unitholder may be requested 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.
- The Manager(s) and/or their appointed agents 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.
- Information on the relevant Sub-Funds contained in the Offering Documents and Trust Deed 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 Funds and the Manager(s) agree that these T&Cs may not be amended without the prior written consent of the Applicant, provided that the Funds and the Manager(s) may amend these T&Cs with retrospective or prospective effect to the extent that such amendment is required: (i) to reflect changes to the service providers to any of the Sub-Funds; (ii) to remove obsolete provisions, clarify ambiguities or correct errors; or (iii) for compliance with laws and regulations applicable to the Sub-Funds and/or the Manager(s), and the Manager(s) agree to notify the Applicant at least 7 calendar days prior to effecting such amendment. Where any amendment adversely or materially impacts the rights, obligations or interests of the Applicant (as may be reasonably determined by the Manager(s) in their sole discretion), the notice to the Applicant shall, to the extent applicable, specify any rights or options available to the Applicant arising from any such amendment.
- All capitalised terms used in this form unless otherwise defined shall have the meaning ascribed to them in the Offering Documents.
- The Manager(s), Trustee and/or their respective appointed agents shall be entitled in their sole and absolute discretion at any time after receipt of this form to deem it an incomplete or improperly completed form, or the Applicant failing to provide true and accurate information and documents as required for the processing of this application in accordance with the Offering Documents, Trust Deed, applicable laws and regulations, to be an invalid request. The Manager(s) and the Trustee 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.
- Transactions will only be accepted after the account has been opened.
- The Manager(s) and/or the Trustee and any of their affiliates or delegates, 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 relevant Sub-Fund, the Manager(s), the Trustee and any of their affiliates or delegates, 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.
- 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 Units of the Sub-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 Manager(s) and the Trustee of the facts pertaining to such changed circumstances, including changes to details provided herein. The Applicant acknowledges and agrees that this form constitutes a valid and binding agreement between the Applicant and the applicable Fund.

SUBSCRIPTION

- Please refer to the relevant Offering Documents for the minimum initial and/or subsequent purchase amounts of the relevant Sub-Fund or Class of a Sub-Fund.
- Upon receipt of the completed Transaction Form and the full subscription amount, units of the Sub-Fund will be issued in the name of the Applicant at the relevant dealing day's offer price. Any and all transactions involving the allotment, issuance or sale of Units by the Manager(s) will (and are intended to) be entered into or conducted by the Manager(s) as agent for and on behalf of the Fund (and not as principal).
- The Manager(s) reserve(s) 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 this form including cases due to non-availability or insufficiency of funds in the Applicant's Supplementary Retirement Scheme ("SRS") Account or other reasons for rejection by the SRS Operator.
- The Manager(s) (acting as agent for and on behalf of the Fund) shall have the right to allot fewer Units than the number applied for or to refuse any subscriptions without giving any reason.

REALISATION

- Any and all transactions involving the purchase or realisation of Units by the Manager(s) will (and are intended to) be entered into or conducted by the Manager(s) as agent for and on behalf of the Fund (and not as principal). Subject to the Offering Documents, the Manager(s) (acting as agent for and on behalf of the Fund) may compulsorily redeem Units of a Unitholder.
- A realisation request accepted by the Manager(s) (acting as agent for and on behalf of the Fund) is irrevocable by the Unitholder(s) except with the consent of the Manager(s).
- Unitholder may realise their Units in full or in part. However, a partial realisation of Units (a) must meet the minimum realisation amount; and (b) is subject to the Unitholder maintaining the minimum holding of Units as prescribed in the Offering Documents or Trust Deed.
- Realisation proceeds will be sent to the Unitholder or Unitholder's SRS Operator Bank, as the case may be and in accordance with the Code on Collective Investment Schemes or in accordance with the Offering Documents.

ANTI-MONEY LAUNDERING & RELATED MATTERS

- The Applicant understands that due to the changing nature of anti-money laundering laws and regulations and the possible extension of applicable rules, the Manager(s) and/or their appointed agents may update and amend its procedures as might be required from time to time to comply with such amendments.
- The Manager(s) and/or their appointed agents require detailed verification of an applicant's identity and the source of subscription monies to satisfy their responsibility to prevent money-laundering. The Manager(s) and/or their appointed agents reserves the right to request any applicant or existing unitholder 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 unitholder to produce such information as may be requested for verification purposes may result in the Manager(s) and/or their appointed agents refusing to accept the application. The Manager(s) and their appointed agents shall not be liable to the applicant or existing unitholder for any loss suffered as a result of such failure to provide such information for verification purposes.
- Third party payments will not be accepted.

DATA PROCESSING

- The Applicant acknowledges and consents that the Manager(s), the Trustee and/or their respective appointed agents may collect, use, transfer, store and disclose personal data relating to the Applicant, the Applicant's representatives or the Applicant's underlying customers in relation to the Sub Fund for the purposes of providing services to the Applicant and/or the Sub-Fund, performing their respective legal and regulatory obligations and conducting financial crime risk management and other activities, and such other purposes set out in the Manager(s)/Trustee's data protection policy or data privacy statement (as each may be amended from time to time), which are available upon request. The data may be disclosed to other third parties and transferred internationally. The Applicant may withdraw consent subsequently by giving notice in writing to the Manager(s) and the Trustee but should note that such withdrawal will also be deemed to be a request for redemption of all the Applicant's investments in the Sub-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.
- In providing any personal data of the Applicant's customers to the Manager(s) and/or their respective appointed agents, the Applicant undertakes to comply with all applicable law and regulations relating to data protection in Singapore, and shall ensure 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 the Applicant's customers. The Applicant will ensure that such consents are maintained in full force and effect.

FAX AND/OR E-MAIL AUTHORITY/INDEMNITY

24. 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 Manager(s) and/or the Trustee, including but not limited to, the Manager(s) and/or the Trustee 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 Manager(s) and/or their appointed agents not being able to distinguish that such e-mail/facsimile instructions have not come from the applicant. The Manager(s) and/or the Trustee are 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 Manager(s) and/or the Trustee 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.
25. This fax or e-mail authority shall remain in force until notice in writing of its termination is received by the Manager(s) and/or the Trustee, and shall continue to apply to all dealings and transactions between the Manager(s) and/or the Trustee and the Applicant in relation to all Sub-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 Manager(s) and/or the Trustee.

GOVERNING LAW & INDEMNITY

26. This form is governed by and construed in accordance with the laws of the Singapore and the Applicant agrees to submit to the non-exclusive jurisdiction of the courts of Singapore.
27. As a result of this application the Applicant will not, and neither will any associate or affiliate of the Applicant, breach any applicable laws, regulations or requirements of any country or governmental authority nor any terms of any contracts to which the Applicant or the Applicant's associates or affiliates are a party.
28. The Applicant shall indemnify upon first demand the Manager(s) and the Trustee 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 Manager(s) and Trustee 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 Manager(s) or the Trustee.
29. 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.
30. The Applicant agrees that the Manager(s), Trustee and/or their respective appointed agents may record telephone conversations between (i) the Applicant and (ii) the Manager(s), Trustee and/or their respective appointed agents and any such recording may be submitted in evidence in court or in any legal proceedings, with the same value as written evidence.

TAX AND RELATED DECLARATIONS AND LEGISLATION

31. The Applicant agrees to provide to the Manager(s), Trustee and/or their respective 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 Manager(s), Trustee and their respective 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 Manager(s), Trustee and/or their respective appointed agents and prior to any such form, document or information becoming obsolete, unreliable or incorrect. Each Applicant further agrees to notify the Manager(s), Trustee and/or their respective 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 Manager(s), Trustee and/or their respective appointed agents.
32. The Applicant agrees that each of the Manager(s), Trustee and/or their respective 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.
33. Notwithstanding any other provision of this form to the contrary, the Applicant agrees that all payments made by, or on behalf of, the Fund to, or for the benefit of, the Applicant 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 Manager(s) and/or Trustee (on behalf of the Fund) 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 US Internal Revenue Service.

REPRESENTATIONS OF CERTAIN APPLICANTS OF FULLERTON FUND

34. If the Applicant is an Australian investor (any such applicant, an "Australian Investor"), the Applicant hereby represents, warrants, covenants and agrees that the Applicant has duly reviewed and accurately completed the Australian Investor Qualification Statement in Appendix 1 (the Australian IQS). If the Applicant has not completed the Australian IQS, the Applicant represents, warrants, covenants and agrees that the Applicant is not an Australian Investor.

APPENDIX 1

Supplemental Investor Qualification Statement for Australian Applicants

(the “Australian IQS”)

Each Australian Investor must be a “wholesale client” within the meaning of section 761G of the *Corporations Act 2001* (Cth) (the “**Corporations Act**”).

The Australian Investor represents and warrants that it is a wholesale client for Australian Law purposes and has checked the box or boxes below that are next to the applicable category or categories:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY:

- ☐ ☐ (a) The price for the provision of the financial product, or the value of the financial product to which the financial service relates, equals or exceeds A\$500,000.
- ☐ ☐ (b) A financial services licensee whose Australian financial services licence covers the provision of financial services that are not limited to claims handling and settling services.
- ☐ ☐ (c) A body regulated by the Australian Prudential Regulation Authority, other than a trustee of any of the following (within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)), a superannuation fund, an approved deposit fund, a pooled superannuation trust or a public sector superannuation scheme.
- ☐ ☐ (d) A registered entity within the meaning of the *Financial Sector (Collection of Data) Act 2001* (Cth).
- ☐ ☐ (e) A trustee of a superannuation fund, approved deposit fund, pooled superannuation trust or public sector superannuation scheme within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth) and the fund, trust or scheme has net assets of at least A\$10 million.
- ☐ ☐ (f) A person who controls assets of at least A\$10 million (including any assets held by an associate or under a trust that the Investor manages).
- ☐ ☐ (g) An Australian listed entity, or a related body corporate of an Australian listed entity.
- ☐ ☐ (h) An exempt public authority.
- ☐ ☐ (i) A body corporate, or an unincorporated body, that carries on a business of investment in financial products, interests in land or other investments and for those purposes, invests funds received (directly or indirectly) following an offer or invitation to the public, within the meaning of section 82 of the *Corporations Act*, the terms of which provided for the funds subscribed to be invested for those purposes.
- ☐ ☐ (j) A foreign entity that, if established or incorporated in Australia, would be covered by one of the preceding paragraphs (b) to (i) (inclusive) above.
- ☐ ☐ (k) Has been provided the financial product or financial service for use in connection with a business that is not a small business (a small business is a business employing less than: (a) if the business is or includes the manufacture of goods – 100 people; or (b) otherwise – 20 people).
- ☐ ☐ (l) Has provided the Fund and the Manager with an appropriate certificate (not more than 2 years old) given by a qualified accountant indicating that the Investor has either net assets of at least A\$2.5 million or a gross income for each of the last two financial years of at least A\$250,000 a year and that it is not prohibited or restricted by any applicable securities or other laws or regulation from applying for, or holding, interests in the Fund or from receiving the Subscription Booklet.

Note: If you have checked box (l) above, a certificate from a qualified accountant is required. The form of this certificate is included as Schedule A below.

Schedule A**Accountant's Certificate****TO:** Fullerton Fund (the "**Fund**")**AND TO:** Fullerton Fund Management Company Ltd. (the "**Manager**")

I, the accountant named below:

1. certify that I am a qualified and practising accountant for the purposes of the *Corporations Act 2001* (Cth) (the "**Corporations Act**") as identified below;
2. confirm that this certificate may be relied upon by the Fund and the Manager; and
3. certify that I am giving this certificate in accordance with section 761G(7)(c) of the Corporations Act, at the request of, and in respect of the Applicant named below:

 (Applicant)

4. certify that having reviewed the financial position of the Applicant, the Applicant has:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY:

- ☐ net assets of at least A\$2.5 million; or
- ☐ a gross income for each of the last two financial years of at least A\$250,000 a year.
5. I certify that the financial products and financial services provided to the Applicant by the Fund and the Manager are not provided for use in connection with a business based on my understanding of the Applicant.
 6. I also confirm that I am a member of:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY

- ☐ CPA Australia ("**CPAA**") who is entitled to use the post-nominals "CPA" or "FCPA", and is subject to and complies with CPAA's continuing professional development requirements; or
- ☐ Chartered Accountants in Australia and New Zealand ("**CA ANZ**") who is entitled to use the post-nominals "CA" or "FCA", and is subject to and complies with the CA ANZ's continuing professional development requirements; or
- ☐ the Institute of Public Accountants ("**IPA**") who is entitled to use the post-nominals "AIPA", "MIPA" or "FIPA", and is subject to and complies with the IPA's continuing professional development requirements; or
- ☐ an eligible professional body¹ (see below) who has at least three years of practical experience in accounting or auditing, and is providing a certificate for the purposes of section 761G(7)(c) of the Corporations Act to a person who is resident in the same country (being a country other than Australia) as that member.

.....
Signature of Accountant

Name of Accountant: _____

Date: _____

Address of Accountant: _____

Footnote 1: "eligible foreign professional body" means each of the following:

- American Institute of Certified Public Accountants;
- Association of Certified Chartered Accountants (United Kingdom);
- Canadian Institute of Chartered Accountants;
- The Institute of Chartered Accountants in England and Wales;
- The Institute of Chartered Accountants in Ireland; and
- The Institute of Chartered Accountants in Scotland.