

MW JAPAN FUND PLC



APPLICATION FORM

NOT FOR USE BY US PERSONS

c/o Link Fund Administrators (Ireland) Limited
4th Floor
35 Shelbourne Road
Ballsbridge
Dublin 4, Ireland
D04 A4E0

Phone: +353 1400 5300
Fax: + 353 1400 5350
Email: DublinTA@linkgroup.ie

Hours of Operation: 8.30 a.m. – 5.00 p.m. (Irish Time)

INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM

Your application (this “Application”) to invest in the MW Japan Fund plc (the “Company”) should be made by sending this Application Form (the “Application Form”) to the details noted on the cover page.

Link Fund Administrators (Ireland) Limited (the “Administrator”), acting on the Company’s behalf, must receive a completed Application Form for each initial subscription together with relevant Anti-Money Laundering documents. Your application may be made (i) by mail (ii) by fax, (iii) by email or (iv) by other electronic means approved by the Company.

Applicants (the “Applicants”) must read the Company’s Prospectus (the “Prospectus”) and relevant Supplement before completing this Application Form.

This Application Form is the property of the Company and may not be tampered with or amended without the consent of the Company. Any breach of the foregoing may render the Application Form void.

Please note that by completing this Application Form you are providing personal data to the Company for the purposes of applying for Shares in the Fund. This data will be used for the purposes set out in the Company’s Data Privacy Statement which is set out herein and is otherwise available upon request.

Please enter all details(s) using block capitals.

Sections requiring completion (dependent on Applicant type):	Pages(s)
Applicant Details	4
Beneficial Owner Details (Not applicable for Individuals/Joint holders)	5-6
Investment Advisor / Intermediary Details (if applicable)	7
Investment Details	8
Distribution Option	8
Source of Funds (Individual/Joint holders only)	8
Investor Bank Details (unless provided separately)	9
Declaration of Residence outside of Ireland	11
Return of Values Regulations 2013 (Irish residents only)	13
FATCA / CRS Certification**	15-19
Qualifying Investor Declaration	23
PRIPs KID Declaration (Retail/Non-Professional Investors only)	24
Signature	25
Appendix 2: AML Letter (if applicable)	30/32

*** Anti-money Laundering documentation requirements are outlined in Appendix 1**

**** If FATCA classification data or self-certification has been provided to the Administrator previously this information will not be required again unless the data previously supplied is no longer accurate.**

GENERAL INFORMATION

The Company reserves the right to reject any application in whole or in part, without giving any reason for such rejection in which event any application moneys will be returned without interest, expenses or compensation by transfer to the Applicant's designated bank account at the risk of the Applicant.

If the amount paid does not correspond to a specific number of Shares, the Company will issue such number of Shares, calculated to four decimal places, as may be subscribed for with the application moneys and will not return any remainder to the Applicant.

CONTRACT NOTES

It is anticipated that contract notes will normally be sent to Applicants as soon as possible, and no later than the first business day following execution. Please ensure that appropriate email contact details are provided.

IMPORTANT: It is the responsibility of the Applicant to check the accuracy of information provided to you in any confirmation of ownership, any valuation statements and other reports issued by, or on behalf of, the Company. You should contact the Administrator immediately in the event that you believe the information to be incorrect. It will be assumed that you have received Contract Notes and that the details contained therein are correct unless you contact the Administrator within 24 hours of the date of issue. The Company's liability and ability to change contract notes will be restricted after this time: however, the Company reserves the right to correct errors at any time and will endeavour to ensure errors are corrected.

SUBSCRIPTIONS

Where permitted by the Company, subsequent subscription applications may be submitted by electronic means, for example, by way of an electronic messaging network for facilitating the exchange of electronic trading communications between financial organisations or other similar secure network, each a "Message Network".

Neither initial nor subsequent subscription applications submitted by email will be accepted.

The minimum initial investment per subscriber is €100,000, or its equivalent in US Dollars, as appropriate, as at the date of subscription (except in the case of "Knowledgeable Persons" as set out in the Prospectus).

Payment in respect of subscriptions must be received in cleared funds by the Administrator no later than 4 Business Days following the relevant Dealing Day. **Settlement must be made in the currency of denomination of the relevant share class.**

REDEMPTIONS

Redemption requests may be submitted by way of a signed form sent to the Company at the address noted on the cover page, fax to the Company at +353 1 400 5350, written communication or by electronic means, for example by way of a Message Network, prior to the Dealing Deadline for any Dealing Day as set out in the Prospectus and/or relevant Supplement, provided that no redemption payment will be made from an investor holding until cleared funds have been received in respect of the original subscription for Shares, the original subscription application form and all documentation required by or on behalf of the Company (including any documents in connection with anti-money laundering procedures) has been received from the investor by the Administrator on behalf of the Company and the anti-money laundering procedures have been completed. Failure to comply with the above will result in redemption proceeds not being paid.

Redemption requests submitted by email will not be accepted.

DISTRIBUTIONS

The Company may pay distributions to Shareholders out of the capital assets of the relevant Fund (if provided for in the Prospectus and/or the relevant Supplement). The effect of any such payment out of capital is that capital will be eroded to allow dividends to be paid, thereby reducing the potential for future capital growth. This cycle may continue until all capital is depleted.

QUERIES

All queries regarding the completion of the Application Form should be addressed to the Company c/o the Administrator and specifying the Company and the Fund to which the query relates. The Administrator can be contacted by phone at +353 1 400 5300 or email at Dublinta@linkgroup.ie.

Terms defined in the Prospectus have the same meaning in this Application Form.

APPLICANT DETAILS

The Applicant Name(s) will be the registered name as reflected on the share register.

Applicant Name:

Applicant Name 2 (Joint Holder):

All communications will be delivered to the correspondence details of the first named shareholder

Applicant 1

REGISTERED ADDRESS

Street Address:

Town / City:

Postcode:

Country

Applicant 2

REGISTERED ADDRESS

Street Address:

Town / City:

Postcode:

Country:

CORRESPONDENCE DETAILS

Street Address:

Town / City:

Postcode:

Country:

Telephone:

Fax:

Email Address(es):

PLEASE TICK THE FOLLOWING BOX IF YOU WOULD LIKE YOUR ADVISOR / INTERMEDIARY TO RECEIVE COPIES OF ALL REPORTING RELATING TO YOUR ACCOUNT ☐

BENEFICIAL OWNER DETAILS

Individuals and joint account holders are not required to complete the below section.

- ☐ We confirm there is a natural person(s) who is a beneficial owner of the investor. (Please complete section 1 below of this declaration).
- ☐ We confirm there is no natural person(s) who is a beneficial owner of the investor. (Please list the senior managing official(s) in section 2 of this declaration).

Section 1: Natural person(s) who is a beneficial owner

BENEFICIAL OWNER 1			
Full Name		Identification number:	
Place of Birth	Occupation:		
Nationality:		Date of Birth:	
Percentage of ownership %			
Registered Address:			
City, Town, State, Province or County:	Postal Code:	Country:	
BENEFICIAL OWNER 2			
Full Name		Identification number:	
Place of Birth	Occupation:		
Nationality:		Date of Birth:	
Percentage of ownership %			
Registered Address:			
City, Town, State, Province or County:	Postal Code:	Country:	
BENEFICIAL OWNER 3			
Full Name		Identification number:	
Place of Birth	Occupation:		
Nationality:		Date of Birth:	
Percentage of ownership %			
Registered Address:			
City, Town, State, Province or County:	Postal Code:	Country:	

Section 2: No Natural person(s) who is a beneficial owner of the investor (No Individual owns directly/indirectly >25%)

In the event where no natural person falls under the above scenario, the senior managing official(s) (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President or any other individual who regularly performs similar functions) of the subscribing entity will be recorded as the Beneficial Owner.

If required, please add additional natural person(s) who are beneficial owners on a separate sheet

Senior Managing official 1			
Full Name		Identification number:	
Place of Birth	Occupation:		
Nationality:		Date of Birth:	
Percentage of ownership %			
Registered Address:			
City, Town, State, Province or County:	Postal Code:	Country:	
Senior Managing official 2			
Full Name		Identification number:	
Place of Birth	Occupation:		
Nationality:		Date of Birth:	
Percentage of ownership %			
Registered Address:			
City, Town, State, Province or County:	Postal Code:	Country:	
Senior Managing official 3			
Full Name		Identification number:	
Place of Birth	Occupation:		
Nationality:		Date of Birth:	
Percentage of ownership %			
Registered Address:			
City, Town, State, Province or County:	Postal Code:	Country:	

Definition of a Beneficial Owner:

Beneficial owner means any natural person(s) who ultimately owns or controls the customer and/or the natural person(s) on whose behalf a transaction or activity is being conducted and includes at least:

(a) in the case of corporate entities:

The natural person(s) who ultimately owns or controls a legal entity through direct or indirect ownerships of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, (A percentage of 25% plus one share held by a natural person is stated to be evidence of direct ownership and a shareholding of over 25% held by a corporate entity under the control of a natural person(s) or by multiple corporate entities which are under the control of the same natural person(s) is stated to be an indication of indirect ownership

or controls the management of the body (directors of the entity).

(b) in the case of trusts:

the settlor; the trustee(s); the protector, if any; any individual who is entitled to a vested interest in possession, remainder or reversion, whether or not the interest is defeasible, in the capital of the trust property (the beneficiaries); any other natural person exercising ultimate control over the trust by means of direct or indirect ownership or by other means;

(c) in the case of legal entities such as foundations, and legal arrangements similar to trusts:

the natural person(s) holding equivalent or similar positions to those referred to in point(b);

INVESTMENT ADVISOR / INTERMEDIARY DETAILS

Name of Advisor/Intermediary:	
Company Registration Number:	
Is the Company Regulated?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Regulator Name:	

CORRESPONDENCE DETAILS
Street Address:
Town / City:
Postcode:
Country:
Telephone:
Fax:
Email Address(es):

INVESTMENT DETAILS

FUND / CLASS NAME	ISIN	INVESTMENT AMOUNT	
MW JAPAN FUND			
Class A USD	IE00BWCH4002	\$	Shares
Class B USD	IE00BWCH4119	\$	Shares
Class C USD	IE00BWCH4226	\$	Shares

All cash amounts must be the currency of denomination of the relevant share class

The minimum initial subscription per investor is €100,000, or its equivalent in US Dollars, as appropriate, as at the date of subscription (except in the case of “Knowledgeable Persons” as set out below in the mandatory declaration section entitled “QUALIFYING INVESTOR DECLARATION AND MINIMUM INITIAL SUBSCRIPTION”).

DISTRIBUTION OPTION

Please tick as appropriate. If no selection is made all dividends will be automatically reinvested.

Please reinvest all dividends into shares of the same class in the relevant fund ☐

Please pay all dividends to the bank details supplied ☐

No dividends will be paid on any Accumulation share classes.

SOURCE OF FUNDS

For all subscriptions on behalf of individual investors please confirm the origin of the money subscribed into the fund using the options below

Savings	<input type="checkbox"/>
Employment Income	<input type="checkbox"/>
Proceeds of Sale	<input type="checkbox"/>
Gift or Inheritance	<input type="checkbox"/>
Company Profits	<input type="checkbox"/>
Other (Please specify)	
Occupation of Applicant(s)	

INVESTOR BANK DETAILS

All Redemption / Distribution proceeds will be paid to the account details below. No third party payments will be made.

Redemption proceeds will be paid in the currency of denomination of the relevant Share Class. Please ensure that the bank details provided below are able to receive payments in the relevant currency.

INVESTMENT SETTLEMENT DETAILS	
Bank Name:	
Bank Address:	
BIC/SWIFT:	
Sort Code:	
IBAN:	
Account Number:	
Account Name:	
Intermediary/Correspondent Bank:	
BIC/SWIFT:	

Subscription monies must come from an account in the name of the registered investor, the details of which must be verified by the Administrator. If the bank details to be used for transferring subscription monies are different from those listed above please provide the details below.

Bank Name:	
Bank Address:	
BIC/SWIFT:	
Sort Code:	
IBAN:	
Account Number:	
Account Name:	

PLEASE BE ADVISED THAT ANY AMENDMENT TO THE DETAILS PROVIDED ABOVE WILL REQUIRE VERIFICATION BY THE ADMINISTRATOR PRIOR TO ACCEPTANCE.

For Individuals/Joint holders the following are required prior to accepting the new details:

New/Amended Redemption bank details: A signed instruction confirming the bank details change including the reason for the change AND an original/certified copy of a bank statement for the new details dated within the previous 6 months.

New/Amended Subscription bank details only: Written confirmation of the bank details change including the reason for the change AND a copy of a bank statement for the new details dated within the previous 6 months.

INVESTMENT SETTLEMENT DETAILS

Listed below are the bank details to which your money should be settled in full by wire transfer. The Applicant's bank must be instructed at the time of application to forward the appropriate remittance by the fastest available means to reach the bank account listed below for value not later than 4 Business Days following the relevant Dealing Day on which the application is to be effective. Payment, net of charges, should be sent to:

SETTLEMENT MUST BE MADE IN THE CURRENCY OF DENOMINATION OF THE RELEVANT SHARE CLASS

	FOR USD INVESTMENTS
Bank Name:	The Bank of New York Mellon, London
SWIFT:	IRVTGB2X
Account Name:	MW Japan Fund
Account Number:	63983700
IBAN:	GB68IRVT70022563983700
Intermediary Bank Name:	The Bank of New York Mellon, NY
Intermediary SWIFT:	IRVTUS3N
Account Number with Intermediary:	8033093455

DECLARATION OF RESIDENCE OUTSIDE OF IRELAND

Applicants resident outside Ireland are required by the Irish Revenue Commissioners to make the following declaration which is in a format authorised by them, in order to receive payment without deduction of tax. It is important to note that this declaration, if it is then still correct, shall apply in respect of any subsequent acquisitions of Shares. Terms used in this declaration are defined in the Prospectus.

Please tick one	
<input type="checkbox"/>	DECLARATION ON OWN BEHALF
<p>I/we* declare that I am/we are* applying for the shares on my own/our own behalf/on behalf of a company* and that I am/we are/the company is entitled to the shares in respect of which this declaration is made and that</p> <ul style="list-style-type: none"> I am/we are/the company is* not currently resident or ordinarily resident in Ireland, and Should I/we/the company* become resident in Ireland I/we* will so inform the Company, in writing, accordingly. <p>* Delete as appropriate</p>	
<input type="checkbox"/>	DECLARATION AS INTERMEDIARY
<p>I/we* declare that I am/we are* applying for shares on behalf of persons:</p> <ul style="list-style-type: none"> who will be beneficially entitled to the shares; and who, to the best of my/our* knowledge and belief, are neither resident nor ordinarily resident in Ireland. <p>I/we* also declare that:</p> <ul style="list-style-type: none"> unless I/we* specifically notify you to the contrary at the time of application, each application for shares made by me/us* from the date of this application will be made on behalf of such persons; and I/we* will inform you in writing if I/we* become aware that any person on whose behalf I/we* hold(s) shares, becomes resident in Ireland. <p>* Delete as appropriate</p>	

Date: _____	
Signed:	Capacity of authorized signatory (if applicable):
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

IMPORTANT NOTES

1. Declarations of Residence outside of Ireland are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration.
2. To be valid, the Declaration of Residence outside of Ireland must be signed by the Applicant. Where there is more than one Applicant, each person must sign. If the Applicant is a company, it must be executed under seal or signed by duly authorised signatories
3. If the Declaration of Residence outside of Ireland is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.
4. If the Applicant is an Exempt Irish Investor it should contact the Administrator who will provide it with the appropriate declaration which must be made to confirm its status.
5. Definitions of an "Intermediary" and the concepts of "Residence in Ireland" and "Ordinary Residence in Ireland" are set out on the next page.

DEFINITIONS RELATING TO THE DECLARATION OF RESIDENCE

In the case of joint holders, ALL Applicants must complete this declaration.

Intermediary

An “Intermediary” means a person who:

- carries on a business which consists of, or includes, the receipt of payments from an investment undertaking resident in the State on behalf of other persons;
- holds units in an investment undertaking on behalf of other persons.

Residence

Residence - Individual

An individual will be regarded as being resident in Ireland for a tax year if he/she is present in Ireland:

1. for a period of at least 183 days in that tax year; or
2. for a period of at least 280 days in any two consecutive tax years, provided that the individual is present in Ireland for at least 31 days in each period.

In determining days present in Ireland, an individual is deemed to be present if he/she is in Ireland at any time during the day.

Residence - Company

A company which has its central management and control in Ireland is resident in Ireland irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in Ireland is resident in Ireland except where: -

1. the company or a related company carries on a trade in Ireland, and either the company is ultimately controlled by persons resident in a Member State of the EU or countries with which Ireland has a double taxation treaty, or the company or a related company are quoted companies on a Recognised Exchange in the EU or in a treaty country under a double taxation treaty; or
2. the company is regarded as not resident in Ireland under a double taxation treaty between Ireland and another country.

The exemption in 1 above, does not apply where it would result in an Irish incorporated company that is managed and controlled in a relevant territory (other than Ireland), but would not be resident in that relevant territory as it is not incorporated there, not being resident for tax purposes in any territory.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and declarants are referred to the specific legislative provisions which are contained in section 23A Taxes Consolidation Act, 1997.

The Finance Act 2014 (of Ireland) amended the above residency rules for companies incorporated on or after 1 January 2015. These new residency rules will ensure that companies incorporated in Ireland and also companies not so incorporated but that are managed and controlled in Ireland, will be tax resident in Ireland except to the extent that the company in question is, by virtue of a double taxation treaty between Ireland and another country, regarded as resident in a territory other than Ireland (and thus not resident in Ireland). For companies incorporated before this date these new rules will not come into effect until 1 January 2021 (except in limited circumstances).

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and potential investors are referred to the specific legislative provisions that are contained in Section 23A of the Taxes Consolidation Act, 1997 (of Ireland), as amended.

Ordinary Residence - Individual

The term “ordinary residence” as distinct from “residence”, relates to a person's normal pattern of life and denotes residence in a place with some degree of continuity.

An individual who has been resident in Ireland for three consecutive tax years becomes ordinarily resident with effect from the commencement of the fourth tax year.

An individual who has been ordinarily resident in Ireland ceases to be ordinarily resident at the end of the third consecutive tax year in which s/he is not resident. Thus, an individual who is resident and ordinarily resident in Ireland in the tax year 1 January 2011 to 31 December 2011 and departs from Ireland in that tax year will remain ordinarily resident up to the end of the tax year in 1 January 2014 to 31 December 2014.

RETURN OF VALUES (INVESTMENT UNDERTAKINGS) REGULATIONS 2013

The Return of Values (Investment Undertakings) Regulations 2013 (S.I. 245 of 2013) of Ireland (the “RoV Regulations”) requires certain Irish investment undertakings to make annual returns to the Irish Revenue Commissioners of the value, in a tax year, of the investments held by certain unit holders.

In order to satisfy the RoV Regulations, the Company must collect the following additional information from any Applicants¹ which are Irish Resident or Ordinarily Resident in Ireland (that are not excepted unit holders within the meaning of the RoV Regulations):

Tax Reference Number (TRN) / PPS Number²	
--	--

Furthermore, the RoV Regulations require the Company to seek appropriate documentation from the Applicant to verify the above TRN or PPS Number. Any one of the following additional documents (copy or original) is sufficient:

- P60
- P45
- P21 Balancing Statement
- Payslip (where employer is identified by name or tax number)
- Drug Payment Scheme Card
- European Health Insurance Card
- Tax Assessment
- Tax Return Form
- PAYE Notice of Tax Credits
- Child Benefit Award Letter /Book
- Pension Book
- Social Services Card
- Public Services Card

In addition, any printed documentation issued by the Irish Revenue Commissioners or by the Department of Social Protection which contains your name, address and TRN will also be acceptable. In the case of joint account holders, the additional documentation is required for each Applicant.

Your personal information will be handled by the Administrator or its duly appointed delegates as Data Processor for the Company in accordance with the Data Protection Acts 1988 to 2018 (as may be amended or supplemented from time to time) and from 25 May, 2018, the EU’s General Data Protection Regulations 2016/679 (the “GDPR” (together the “Data Protection Legislation”). In particular, all the relevant security measures will be taken to ensure an adequate level of protection of the personal data against unauthorised access, accidental loss or destruction. Your information provided herein will be processed for the purposes of complying with the RoV Regulations and this may include disclosure to the Irish Revenue Commissioners.

¹ Where the Applicant is an intermediary and that Applicant will be or is, as applicable, the registered Shareholder, reporting obligations under the RoV Regulations may be carried out on the basis that the intermediary is the Shareholder. For these purposes, intermediary has the same meaning as in Section 739B (1) of the Taxes Consolidation Act, 1997 of Ireland, as amended, (the “Taxes Act”).

² A PPS Number is required if the relevant Applicant is an individual.

CUSTOMER INFORMATION NOTICE – COMMON REPORTING STANDARD

The Company intends to take such steps as may be required to satisfy any obligations imposed by (i) the Standard for Automatic Exchange of Financial Account Information in Tax Matters ("**the Standard**") and, specifically, the Common Reporting Standard ("**CRS**") therein or (ii) any provisions imposed under Irish law arising from the Standard or any international law implementing the Standard (to include the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information or the EU Council Directive 2014/107/EU (amending Council Directive 2011/16/EU)) so as to ensure compliance or deemed compliance (as the case may be) with the Standard and the CRS therein from 1 January 2016.

The Company is obliged under Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to that section to collect certain information about each Applicant's tax arrangements.

In certain circumstances the Company may be legally obliged to share this information and other financial information with respect to an Applicant's interests in the Company with the Irish Revenue Commissioners. In turn, and to the extent the account has been identified as a Reportable Account, the Irish Revenue Commissioners will exchange this information with the country of residence of the Reportable Person(s) in respect of that Reportable Account.

In particular, the following information will be reported by the Company to the Irish Revenue Commissioners in respect of each Reportable Account maintained by the Company;

- The name, address, jurisdiction of residence, tax identification number and date and place of birth (in the case of an individual) of each Reportable Person that is an Account Holder of the account and, in the case of any Entity that is an Account Holder and that, after application of the due diligence procedures consistent with CRS is identified as having one or more Controlling Persons that is a Reportable Person, the name, address, jurisdiction of residence and tax identification number of the Entity and the name, address, jurisdiction of residence, TIN and date and place of birth of each such Reportable Person.
- The account number (or functional equivalent in the absence of an account number);
- The account balance or value as of the end of the relevant calendar year or other appropriate reporting period or, if the account was closed during such year or period, the closure of the account;
- The total gross amount paid or credited to the Account Holder with respect to the account during the calendar year or other appropriate reporting period with respect to which the Reporting Financial Institution is the obligor or debtor, including the aggregate amount of any redemption payments made to the Account Holder during the calendar year or other appropriate reporting period;
- the currency in which each amount is denominated.

Please note that in certain limited circumstances it may not be necessary to report the tax identification number and date of birth of a Reportable Person.

In addition to the above, the Irish Revenue Commissioners and Irish Data Protection Commissioner have confirmed that Irish Financial Institutions (such as the Company) may adopt the "wider approach" for CRS. This allows the Company to collect data relating to the country of residence and the tax identification number from all non-Irish resident Applicants.

The Company can send this data to the Irish Revenue Commissioners who will determine whether the country of origin is a Participating Jurisdiction for CRS purposes and, if so, exchange data with them. Revenue will delete any data for non- Participating Jurisdictions.

The Irish Revenue Commissioners and the Irish Data Protection Commissioner have confirmed that this wider approach can be undertaken for a set 2-3 year period pending the resolution of the final CRS list of Participating Jurisdictions.

Applicants can obtain more information on the Company's tax reporting obligations on the website of the Irish Revenue Commissioners (which is available at <http://www.revenue.ie/en/business/aeoi/index.html>) or the following link in the case of CRS only:

<http://www.oecd.org/tax/automatic-exchange/>.

All capitalised terms above, unless otherwise defined above, shall have the same meaning as they have in the Standard and EU Council Directive 2014/107/EU (as applicable).

INDIVIDUAL SELF-CERTIFICATION

All individuals must complete Sections 1, 2 and 4 in BLOCK CAPITALS. Section 3 should be completed only if you are completing the form as a Controlling Person of an Entity.

SECTION 1: INVESTOR / CONTROLLING PERSON IDENTIFICATION

Investor / Controlling Person Name:			
Place of Birth (town or city):			
Country of Birth:		Date of Birth:	

Residential Address:			
House Name / Number:			
Street:			
City, Town, State, Province or County:			
Postal Code:			
Country			

Mailing address (if different from above):			
House Name / Number:			
Street:			
City, Town, State, Province or County:			
Postal Code:			
Country:			

SECTION 2: DECLARATION OF TAX RESIDENCY

Please indicate all countries in which you are resident for tax purposes and the associated tax reference numbers in the table below. If you are a US citizen or resident in the United States for tax purposes, please include the United States in this table along with your US Tax Identification Number.

Country of Tax Residency (and citizenship if U.S.)	Tax ID Number/TIN

SECTION 3: CONTROLLING PERSON TYPE

This section should only be completed by any individual who is a Controlling Person of an entity which is a Passive Non-Financial Entity or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

Tick as appropriate:

Controlling Person of a legal person – control by ownership	
Controlling Person of a legal person – control by other means	
Controlling Person of a legal person – senior managing official	
Controlling Person of a trust - settlor	
Controlling Person of a trust - trustee	
Controlling Person of a trust - protector	
Controlling Person of a trust - beneficiary	
Controlling Person of a trust - other	
Controlling Person of a legal arrangement (non-trust) – settlor equivalent	
Controlling Person of a legal arrangement (non-trust) – trustee equivalent	
Controlling Person of a legal arrangement (non-trust) – protector equivalent	
Controlling Person of a legal arrangement (non-trust) – beneficiary equivalent	
Controlling Person of a legal arrangement (non-trust) – other equivalent	

SECTION 4: DECLARATION AND UNDERTAKINGS

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete.

I acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

I undertake to advise the recipient promptly and provide an updated Self-Certification form where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

Authorised Signature:

Capacity in which Declaration is made:

Date:

ENTITY SELF-CERTIFICATION

Please complete all sections in **BLOCK CAPITALS**.

SECTION 1: INVESTOR IDENTIFICATION

Investor Name (the “Entity”):	
Country of Incorporation:	

Registered Address:	
Number:	
Street:	
City, Town, State, Province or County:	
Postal Code:	
Country	

Mailing address (if different from above):	
Number:	
Street:	
City, Town, State, Province or County:	
Postal Code:	
Country:	

SECTION 2: DECLARATION OF TAX RESIDENCY

Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder's Taxpayer Identification Number (TIN) for each country indicated.

Country of Tax Residency	Tax ID Number/TIN

SECTION 3: U.S. PERSONS

Please tick one box only in this section. If you are non-U.S. tax resident proceed to Section 4.

The Entity is a Specified U.S. Person		(if selected proceed to Section 5)
The Entity is U.S. person but not a Specified U.S. person		(if selected proceed to Section 5)

SECTION 4: FATCA CLASSIFICATION (Non-U.S. Persons)

(i) If the Entity is a Financial Institution please tick one of the below categories, and provide the entity's Global Intermediary Identification number (GIIN), if applicable.

Irish Financial Institution or a Partner Jurisdiction Financial Institution	
Registered Deemed Compliant Foreign Financial Institution (FFI)	
Participating Foreign Financial Institution	
Non-Participating Foreign Financial Institution	
Exempt Beneficial Owner	
Deemed Compliant Foreign Financial Institution (FFI)	
Excepted Foreign Financial Institution	

Please provide the Global Intermediary Identification number (GIIN)	
---	--

(ii) If the Entity is not a Financial Institution please confirm the Entity's FATCA status by ticking one of the boxes below.

Active Non-Financial Foreign Entity (incl. Excepted Non-Financial Foreign Entity)	
Passive Non-Financial Entity (if selected Section 6 must be completed)	

SECTION 5: COMMON REPORTING STANDARD (CRS) CLASSIFICATION

All entities MUST complete this section. Please tick only one box in this section

Financial Institution (this includes Non-Reporting Financial Institutions)	
A professionally managed Investment Entity outside of a CRS Participating Jurisdiction (if selected Section 6 must be completed)	
Active Non-Financial Entity:	
(i) a corporation the stock of which is regularly traded on an established securities market or a Related Entity of such a corporation	
(ii) a Government Entity	
(iii) an International Organisation	
(iv) Active Non-Financial Entity – other than (i)-(iii)	

SECTION 5: COMMON REPORTING STANDARD (CRS) CLASSIFICATION (CONTINUED)

Passive Non-Financial Entity (if selected Section 6 must be completed)

SECTION 6: CONTROLLING PERSONS

Please indicate the name of any controlling person(s) of the account holder and provide an individual self-cert for each controlling person(s).

SECTION 7: DECLARATION AND UNDERTAKINGS

I declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete.

I acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

I/We undertake to advise the recipient promptly and provide an updated Self-Certification form where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

Authorised Signature(s):

Capacity in which Declaration is made:

Date:

DISCLOSURE STATEMENTS

1. I/We acknowledge that Shares in the Company are issued in the name(s) and address set out above in registered form. Proof of title is evidenced by reference to the Register.
2. I/We, the undersigned, declare that I/we am/are over the age of 18, not a US Person as defined in the Prospectus, and that I/we am/are not acting on behalf of a US Person(s) or for the beneficial interest of a US Person(s), nor do I/we intend selling or transferring any Shares which I/we may purchase to any person who is a US Person, and will promptly notify the Administrator if I/we should become a US Person. I/We agree to substantiate the foregoing representation upon request to the satisfaction of the Company.
3. I/We hereby acknowledge that the Company is authorised by the Central Bank of Ireland to be marketed solely to Qualifying Investors. Accordingly, while the Company is authorised by the Central Bank, the requirements of the Central Bank which are deemed necessary for the protection of retail investors, in particular the conditions set down by the Central Bank in relation to investment and leverage, do not apply to the Fund.
4. I/We warrant that I/we have the right and authority to make the investment contemplated by this Application Form, whether the investment is my/our own or is made on behalf of another person or entity and that I/we are/will not be in breach of the Prospectus, the relevant Supplement, and/or any laws or regulations of any relevant jurisdiction.
5. I/We hereby confirm that the Company, the Directors, the Manager and the Administrator acting on behalf of the Company, are each authorised and instructed to accept and execute any subsequent instructions in respect of the Shares to which this Application relates given by me/us in written form, by facsimile and / or electronic dealing facilities (not including email) where available and in the case of joint account holders which are given by such means jointly by the Applicants ("Instructions"). I/We acknowledge that facsimile instructions and / or electronic dealing facilities may not be a secure means of communication, and are aware of the risks involved. I/We hereby indemnify the Company, the Directors, the Manager and the Administrator and agree to keep each of them indemnified against any loss of any nature whatsoever arising to each of them as a result of any of them acting upon my/our Instructions. The Company, the Directors, the Manager and the Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, Instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
6. I/We understand that the tax disclosures set forth in the Prospectus are of a general nature and may not cover the jurisdiction in which I am /we are subject to taxation and that the tax consequences of my/our purchase of Shares depend on my/our individual circumstances.
7. I am not/We are not subscribing for Shares on behalf of one or more (i) employee benefit plans ("ERISA Plans") subject to Title I of United States Employee Retirement Income Security Act of 1974, as amended, (ii) retirement plans covering only self-employed individuals and individual retirement accounts or otherwise defined as a "plan" in Section 4975(e)(1) of the United States Internal Revenue Code of 1986, as amended (collectively "Qualified Plans"), or (iii) entities deemed to hold the assets of an ERISA Plan or Qualified Plan.
8. I/We hereby undertake to observe and be bound by the provisions of the Prospectus and the Memorandum & Articles of Association of the Company and apply to be entered in the Register of Shareholders as the registered holder/holders of the Shares issued in relation to this application.
9. I/We acknowledge that the Company, the Administrator acting on behalf of the Company and any delegate may require certain customer due diligence documentation in order to comply with Anti-Money Laundering and Counter Financing of Terrorism regulatory and legislative requirements in force in Ireland which would include but are not limited to proof of identity of the Applicant and beneficial owner (where applicable), address and source of funds before processing applications and redemption requests, and the Company and/or the Administrator and its delegate (if applicable) shall be held harmless and indemnified against any loss occurring due to the failure to process this application, if such information as has been required by the parties hereto has not been provided by me/us within the timescales provided.
10. I/We shall provide the Company with any additional information and documentation which it may reasonably request in connection with tax or anti-money laundering and counter financing of terrorism or other similar requirements in order to substantiate any representations made by me/us or otherwise and I/We authorise the Company or its delegates to disclose such information relating to this application to such persons as they consider appropriate. In the case of delay or failure to provide satisfactory information, each of the Company, the Manager or Administrator, may take such action (including declining to accept an application) as they think fit.
11. I/We acknowledge and agree that, where I/we fail to meet any of the Company's verification and identification policies as applied from time to time in the Company's compliance with all applicable anti-money laundering and counter financing of terrorism laws and regulations [imposed upon me/us], the Administrator, after notification to the Directors where relevant, may suspend any dealings on the account in respect of my/our holding in the Company until I/we comply with such applicable verification and identification standards.
12. I/We hereby acknowledge that I/we have read and fully considered and understood the Prospectus and the relevant Supplement in connection with this application for Shares in the Company and the most recent Annual Report and Accounts of the Company and (if issued after such report and accounts) its most recent Unaudited Semi-Annual Report and that I/we have evaluated my/our investment in the Company in the light of my/our financial condition and resources. **I/We confirm that I/we am/are aware of the risks involved in investing in the Company and that an inherent risk in this investment is the potential to lose all of my/our investment.** I/We hereby further acknowledge that I/we am/are applying for Shares on the terms of the Prospectus and relevant Supplement and that I/we have not relied on any representations or statements made or information provided by or on behalf of the Company other than information contained in the Prospectus, the relevant Supplement and the relevant PRIIPs KID.
13. I/We hereby accept such lesser number of Shares, if any, than may be specified above in respect of which this application/transfer may be accepted.
14. (In respect of joint Applicants only) We direct that on the death of one of us, the Shares for which we hereby apply be held in the name of and to the order of the survivor(s) or the estate of the last remaining survivor. I/We acknowledge and agree that in the event of the death of one or more of us the Administrator will require further documentation in relation to any proposed change of name or authority to act in respect of the Shares for which we hereby apply including without limitation a copy of the relevant Death Certificate, Grant of Probate or copy of a valid will.
15. In accordance with the provisions of the Data Protection Legislation, I/we confirm that I/we have read the Company's Data Privacy Statement, which is set out in this Application Form and I/we acknowledge and are informed that personal data given in this Application Form (or otherwise provided in connection with an application to subscribe for Shares in the Fund, on application or at any other time, including without limitation my/our name, age, contact details, bank account details, transactions and the invested amount, and any information regarding the dealing in Shares (subscription, conversion, redemption and transfer) (the "Personal Data"), will be collected, recorded, stored, adapted, transferred and processed, by electronic means or otherwise, by the Company as a "data controller" under the Data Protection Legislation, and as further described in the Company's Data Privacy Statement herein and is otherwise available upon request. I/We understand and agree that the Company prohibits the investment of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time; (iii) any country, territory, individual or entity listed on any EU sanctions list; (iv) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Company, after being specifically notified by me/us in writing that I am/we are such a person, conducts further due diligence and determines that such investment shall be permitted; or (v) for a foreign shell bank (such persons or entities

- in (i) to (v) are collectively referred to as "Prohibited Persons"). I/We hereby represent, warrant and covenant that I/we and the persons we represent as agent or nominee or our beneficial owners or persons who control us or are controlled by us is/are not a Prohibited Person and subscription moneys are not directly or indirectly derived from activities that may contravene Irish or international laws and regulations, including anti-money laundering laws and regulations.
16. I/We agree to indemnify and hold harmless the Company, the AIFM, the Investment Manager, the Administrator, the Custodian, and their respective directors, officers, employees, and agents against any loss, liability, cost or expense (including without limitation legal fees, taxes and interest) that may result directly or indirectly, from any breach of any representation, warranty, condition, covenant or agreement contained herein or in any other document delivered by me/us to the Company, the Investment Manager, the Manager, the Administrator or the Custodian. Each of the indemnified parties referred to in this undertaking is an intended third party beneficiary of this undertaking.
 17. I/We have made arrangements for payment to be made to the relevant bank account(s) specified above for subscriptions.
 18. I/We acknowledge that the Company reserves the right to reject any application in whole or part without giving any reason for such rejection.
 19. I/We understand that the confirmations, representations, declarations, indemnities and warranties made or given herein are continuous and apply to all subsequent subscriptions of Shares by me/us in the Company.
 20. I/We understand and agree that in normal circumstances any redemption proceeds will only be paid to a bank account from which the subscription money has been remitted from and held in my/our name with a recognised financial institution. I/We acknowledge that if I/We request the Administrator to pay redemption proceeds to an account or bank the details of which differ from those held on file I/we understand that payment cannot be effected until such time as the relevant documentation as specified by the Administrator regarding the change is forwarded by me.
 21. I/We acknowledge that the Company reserves the right to cancel without notice any contract for which payment has not been received by the relevant settlement date and to recover any losses incurred.
 22. I/We understand that while an initial application will be actioned upon receipt of a fax I/we undertake to confirm this by forwarding an original copy of the completed application form used on initial subscription. I/We acknowledge that redemption proceeds may not be paid out until the original of the application form used on initial subscription together with all documentation required by the Company and the Administrator, including all documentation required for anti-money laundering purposes has been received by the Administrator.
 23. I/We hereby acknowledge that any notice, information or document may be served by the Company on me/us in the manner specified from time to time in the Prospectus and, for the purposes of the Electronic Commerce Act 2000 as amended, if I have provided an email address or fax number to the Company or its delegate, consent to any such notice or document being sent to me/us by fax or electronically to the fax number or email address previously identified to the Company or its delegate which I/We acknowledge constitutes effective receipt by me/us of the relevant notice or document. I/We acknowledge that I am/we are not obliged to accept electronic communication and may at any time choose to revoke my/our agreement to receive communications by fax or electronically by notifying the Company in writing at the above address provided that my/our agreement to receive communications by fax or electronically shall remain in full force and effect pending receipt by the Company of written notice of such revocation.
 24. I/We acknowledge the restrictions on dealing as disclosed in the Prospectus and the right of the Company to exercise its discretion in order to protect the Company from market timing, excessive trading or other activity which it believes is harmful to the Company.
 25. If any of the foregoing representations, warranties or covenants ceases to be true or if the Company, Manager and/or Administrator no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Company, Manager and/or Administrator may be obliged to freeze my/our investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or my/our investment may immediately be redeemed by the Company or the Manager, and the Company, Manager and/or Administrator may also be required to report such action and disclose my/our identity to a relevant authority. In the event that the Company, Manager and/or Administrator is required to take any of the foregoing actions, I/we understand and agree that I/we shall have no claim against the Company, the Manager, the Investment Manager, the Administrator and their respective affiliates, directors, officers, members, partners (where applicable), employees, shareholders and agents from any damages as a result of any of the aforementioned actions.
 26. I/We agree to provide these confirmations to the Company at such times as the Company may request, and to provide on request such certifications, documents or other evidence as the Company may require to substantiate such representations to the satisfaction of the Company.
 27. I/We agree to notify the Company immediately if I/we become aware that any of the confirmations are no longer accurate and complete in all respects and agree immediately either to have redeemed or to tender to the Company for redemption all of my / our Shares.
 28. I/We acknowledge that the Company intends to take such steps as may be required to satisfy any obligations imposed by: (i) the Foreign Account Tax Compliance provisions ("FATCA") enacted under the Hiring Incentives to Restore Employment Act 2010 of the United States of America; or (ii) any provisions imposed under Irish law arising from the intergovernmental agreement between the Government of the United States of America and the Government of Ireland (the "Irish IGA") so as to ensure compliance or deemed compliance (as the case may be) with the FATCA regulations or the Irish IGA.
 29. I/We hereby acknowledge that the Company intends to take such steps as may be required to satisfy any obligations imposed by: (i) the Standard for Automatic Exchange of Financial Account Information in Tax Matters ("the Standard") and, specifically, the Common Reporting Standard ("CRS") therein; or (ii) any provisions imposed under Irish law arising from the Standard or any international law implementing the Standard (including, without limitation, the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information or the EU Council Directive 2014/107/EU (amending Council Directive 2011/16/EU)) so as to ensure compliance or deemed compliance (as the case may be) with the Standard and the CRS therein.
 30. We agree to provide to the Company, the AIFM, the Investment Manager and/or the Administrator the necessary declarations, confirmations and/or classifications at such times as each of them may request and furthermore to provide any supporting certificates or documents as each of them may reasonably require in connection with this investment by reason of FATCA, the Irish IGA or the CRS, as described above, or otherwise. Should any information furnished to any of them, whether by way of this Application Form or any application form in respect of a previous application for Shares made by me/us, become inaccurate or incomplete in any way, I/we hereby agree to notify the Company, the Manager, the Investment Manager and the Administrator immediately of any such change and further agree immediately to take such action as the Company, the AIFM, the Investment Manager and/or the Administrator may direct, including where appropriate, redemption of our Shares in respect of which such confirmations have become incomplete or inaccurate where requested to do so by the Company, the AIFM, the Investment Manager and/or the Administrator (as applicable). If relevant, I/we agree to notify the Company, the AIFM, the Investment Manager and the Administrator of any change to my/our tax residency status. I/we hereby also agree to indemnify and keep indemnified the Company, the AIFM, the Investment Manager and the Administrator against any loss, liability, cost or expense (including without limitation legal fees, taxes and penalties) which may result directly or indirectly as a result of a failure to meet my/our obligations pursuant to this section or failure to provide such information which has been requested by the Company, the AIFM, the Investment Manager and/or Administrator and has not been provided by me/us, and from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any document delivered by me/us to the Company, the AIFM, the Investment Manager and/or the Administrator. I/We further acknowledge that a failure to comply with the foregoing obligations or failure to provide the necessary information required may result in the compulsory redemption of my/our entire holding in the Company, and that the Company is authorised to hold back from

redemption proceeds or other distributions to me/us such amount as is sufficient after the deduction of any redemption charges to discharge any such liability and I/we shall indemnify and keep indemnified the Company, the Manager, the Investment Manager, the Administrator and the Custodian against any loss suffered by them or other Shareholders in the Company in connection with any obligation or liability so to deduct, withhold or account. I/We confirm that we have accurately and correctly completed the relevant self-certification form included this Application Form. I/We further confirm that if any information included in the self-certification form subsequently becomes inaccurate or incorrect we will notify the Company, the AIFM, the Investment Manager and the Administrator immediately of any such change and agree to immediately take such action as the Company, the AIFM, the Investment Manager and the Administrator may direct, including where appropriate, redemption of our Shares. I/We agree to waive any provision of any privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would, absent such a waiver, prevent the Company's compliance with the FATCA and CRS Requirements. I/We hereby acknowledge that I/we should consult our own tax advisers about the applicability of FATCA, CRS and any other reporting requirements with respect to the our own situation

31. By ticking the box below, the Applicant (or any person or entity on whose behalf Shares in the Company are being acquired) confirms that they do not constitute any of the following:

- (i) Russian national residing anywhere in the world
- (ii) Natural person residing in Russia
- (iii) Legal person, entity or body established in Russia
- (iv) Legal person, entity or body which is owned by a Russian national (residing anywhere in the world) or a natural person residing in Russia

- (v) Belarusian national residing anywhere in the world
- (vi) Natural person residing in Belarus
- (vii) Legal person, entity or body established in Belarus;
- (viii) Legal person, entity or body which is owned by a Belarusian national (residing anywhere in the world) or a natural person residing in Belarus

This information is being gathered by the Company in order to comply with applicable obligations imposed on it under Article 5f of Council Regulation (EU) 833/2014 as amended and Article 1(y) of Regulation (EC) No 765/2006 as amended.

32. By signing this Application Form, the Applicant confirms that as of the date of signing this Application Form, they (or any person or entity on whose behalf Shares in the Company are being acquired) do not appear on any sanctions list or are otherwise subject to a sanctions programme administered by the European Union and the United Nations.

TAXATION OF SAVINGS DIRECTIVE

On 10 November 2015 the Council of the European Union adopted a Council Directive repealing Council Directive 2003/48/EC (the 'Savings Directive') from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as reporting and exchange of information relating to and account for withholding taxes on payments made before those dates). While there are still a few concluding matters to be resolved (specifically ongoing discussions regarding some of Ireland's bilateral agreements with certain associated and dependent territories of the United Kingdom and the Kingdom of the Netherlands) for the most part the Savings Directive is now defunct, having been superseded by the Common Reporting Standard and the Revised EU Directive on Administration Cooperation in the Field of Taxation.

In the above transitional period (i.e. the period from 1 January 2016 until the date on which the Savings Directive fully ceases to be applicable), I/we agree to provide such information as may continue to be required by the Company in order to comply with the Savings Directive. I/we further consent to the disclosure of any information to the relevant tax authorities (or other relevant persons) as may be required for the Company to fully comply with its obligations under the Savings Directive.

I/We acknowledge that a failure to comply with the foregoing obligations or failure to provide the necessary information required may result in the compulsory redemption of our entire holding in the Company, and that the Company are authorized to hold back from redemption proceeds or other distributions to me/us such amount as is sufficient after the deduction of any redemption charges to discharge any such liability and I/we shall indemnify and keep indemnified the Company against any loss suffered by them or other Shareholders in the Company in connection with any obligation or liability to so deduct, withhold or account.

ANTI-MONEY LAUNDERING

We require detailed verification of each Applicant's and investor's identity for anti-money laundering purposes, in accordance with the Criminal Justice (Money Laundering & Terrorist Financing) Act 2010.

The information in Appendix 1 will provide you with the minimum requirements for different types of Applicants, for example individuals and corporate entities. It is strongly recommended that you contact the Administrator for full list of identification / verification documents before you send the instructions to place a subscription.

The Company reserves the right to request any further documentation it requires to satisfy its obligations under anti-money laundering procedures or legislation.

QUALIFYING INVESTOR DECLARATION AND MINIMUM INITIAL SUBSCRIPTION

The minimum initial subscription per investor is €100,000, or its equivalent in US Dollars, as appropriate, as at the date of subscription (except in the case of "Knowledgeable Persons" as set out below).

PART 1A – MUST BE COMPLETED BY ALL INVESTORS

QUALIFYING ALTERNATIVE INVESTMENT FUND INVESTOR DECLARATION

I/we hereby confirm that I/we am/are one of the following (please tick appropriate option depending on investor status):

- ☐ An investor who is a professional client within the meaning of Annex II of Directive 2014/65/EU (Markets in Financial Instruments);
- ☐ An investor who receives an appraisal from an EU credit institution, a MiFID firm or a UCITS management company that the investor has the appropriate expertise, experience and knowledge to adequately understand the investment in the scheme;
- OR
- ☐ An investor who certifies that they are an informed investor by providing the following (if applicable please also tick box beside (i) or (ii) as appropriate)
- ☐ (i) Confirmation (in writing) that the investor has such knowledge of and experience in financial and business matters as would enable the investor to properly evaluate the merits and risks of the prospective investment; or
- ☐ (ii) Confirmation (in writing) that the investor's business involves, whether for its own account or the account of others, the management, acquisition or disposal of property of the same kind as the property of the scheme.

If you have ticked main box 2 or 3 above AND are an investor based within the European Economic Area you must complete the Key Information Document confirmation (PART 2) also.

PART 1B – MUST BE COMPLETED BY ALL INVESTORS

I hereby certify that: (please tick box below)

- (a) I/we meet the minimum criteria set out above:
- (b) I/we are aware of the risk involved in the proposed investment; and
- (c) I/we are aware that inherent in such investment is the potential to lose all of the sum invested
- (d) I/we will notify the Administrator in the event that I/we cease to be a Qualifying Investor and will forthwith redeem my/our Shares or transfer them to a person who is a Qualifying Investor and who is able to make the above warranties.
- ☐ **By ticking this box I certify that all of the above statements (a-d) are accurate**

PART 2 – SEE NOTE FOLLOWING PART 1A

PACKAGED RETAIL AND INSURANCE-BASED INVESTMENT PRODUCTS (PRIIPs) KID

RETAIL / NON-PROFESSIONAL INVESTORS ONLY

By signing this Application Form, I/we confirm the following:

- that a copy of the latest Key Information Document (KID), relevant to my/our proposed investment(s) has been made available to me/us in line with my/our election below.
- that I/we have viewed, reviewed and understood the KID applicable to the relevant [fund/Share class(es)] to which this Application Form relates in good time and prior to making an application for Shares of such Class(es).
- that I/we will read and review further potential issuances of applicable PRIIPs before any subsequent investment that I/we wish to make in the relevant shares of such Class(es) any future investments into the Fund or Class(es) of the Fund can be transacted based on this confirmation.
- whenever I/we act as an intermediary, I/we hereby undertake that I/we will provide the PRIIPs for the respective share classes to my/our Clients in good time before any subscription in the relevant shares of such Class(es).

Please select one of the following [by ticking the relevant box]:

I/we confirm by ticking the relevant box below that:

- ☐ (i) the provision of the KID via the [Investment Manager's] website is appropriate to the context in which the business between the Fund and I/us is, or is to be, carried on;
- (ii) when offered the choice between the KID in paper form or in electronic form by accessing the latest version of the KID via www.morantwright.co.uk, I/we specifically choose the electronic form by accessing the latest version of the KID via www.morantwright.co.uk in respect of all subscriptions in the Fund present and future;
- (iii) I/We consent to the provision of the KID or the Prospectus by means of the Investment Manager's website www.morantwright.co.uk; and
- (iv) I/We have been notified electronically of the address of the website (i.e. www.morantwright.co.uk), and the place on the website where the KID or the Prospectus may be accessed

OR

- ☐ I/we wish to receive a copy of the KID in paper form, sent to the address as detailed on Page 4 of this Application Form. I/we confirm that I will request a copy of the KID in this format prior to any investment in any class(es) of the Fund

PART 3 – MUST BE COMPLETED IF INITIAL SUBSCRIPTION IS BELOW THE €100,00 (OR USD EQUIV) MINIMUM

Derogation from satisfying the minimum initial subscription per investor of €100,000, or its equivalent in US Dollars, as appropriate.

- ☐ An investor who is a Director of the Company or is, the AIFM, the Investment Manager or entities within the same group as the AIFM or the Investment Manager (an "Affiliated Entity"), any director and / or any employee of the AIFM, the Investment Manager or Affiliated Entity where such employee is either directly involved in the investment activities of the Company or a senior employee of such firm and has experience in the provision of investment management ("Knowledgeable Persons").

As an investor who is a Knowledgeable Person I hereby certify that: (please tick box below)

- (a) I/we meet the minimum criteria set out above;
- (b) I/we are subject to the minimum initial investment requirement;
- (c) I/we are aware of the risk involved in the investment in the Company; and
- (d) I/we are aware of the potential to lose all of the sum invested by me/us in the Company.

- ☐ **By ticking this box I certify that all of the above statements (a-d) are accurate**

SIGNATURE

I/We* declare that the information contained in this form and any attached documentation is true and accurate to the best of my/our* knowledge and belief.

I/We* declare that I/we* have read and fully understand all terms, representations, and conditions in this form.

(* delete as applicable).

Applicant / Authorised Signatory Name:		
Capacity of Authorised Signatory (if applicable)		
Signature:		
Date:		

Applicant / Authorised Signatory Name:		
Capacity of Authorised Signatory (if applicable)		
Signature:		
Date:		

Applicant / Authorised Signatory Name:		
Capacity of Authorised Signatory (if applicable)		
Signature:		
Date:		

Applicant / Authorised Signatory Name:		
Capacity of Authorised Signatory (if applicable)		
Signature:		
Date:		

IMPORTANT:

To be valid Application Forms must be signed by each Applicant and received by the Administrator. In the case of a legal entity, Applications Forms should be executed under seal or signed by duly authorised signatories provided that a copy of the authorised signatories list together with sample signatures and details of any signing protocol accompanies the Application Form. If this Application Form is signed under power of attorney such power of attorney or a copy thereof must accompany it. The right is reserved to reject any Application Form in whole or in part or to seek such further information as the Company may require to satisfy itself in regard to the identity and legal capacity of any Applicant.

APPENDIX 1 – ANTI-MONEY LAUNDERING REQUIREMENTS

The below lists are indicative of the minimum requirements for specific investor categories. These lists are for guidance purposes only and do not represent a definitive list of requirements in all cases. Please contact the Administrator for a full list of requirements relevant to your investor category.

INDIVIDUAL / JOINT HOLDERS

Individuals

- (1) Copy of Passport/Driver's Licence or other form of government issued identity card with photograph and signature included
- (2) 1 x copy of confirmation of address in investor's name dated within the last 6 months (utility bill, tax statement, bank statement or equivalent)
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) For all subscriptions: Description of the origin of the money subscribed into the relevant Fund, for example, savings from employment income, proceeds of sale, inheritance, company profits etc. Please complete 'Source of Funds' section on page 8 of the application form

CORPORATE ENTITY*

Corporate Entity

- (1) Certified copy of Certificate of Incorporation and any Change of Name Certificate
- (2) Certified copy of Memorandum and Articles of Association, statute or equivalent constitutional document of the corporate entity
- (3) Description of the nature of business conducted
- (4) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (5) A certificate of incumbency or other list certified by the company secretary, registered agent or a director of the corporate entity, giving the names, dates of birth and country of residence of ALL directors. If the director is another corporate entity we will require the same information as above on its directors
- (6) A list of all authorised signatories certified by the company secretary or directors, samples of all signatures, details of any signing protocol
- (7) A list of all beneficial owners of 25%+ of the share capital, and the beneficial owners of the monies invested (if different), plus verification of ID and address for each individual person. An additional requirement as per point 4 of the Individual Person section applies to any beneficial owner of the money invested
- (8) Verification of ID and address for at least 2 directors, or 1 director and 1 authorised signatory, or 2 authorised signatories
- (9) If other legal entities own more than 25% each of the subscribing entity, the information as per point 1 or 2 and 7 of this section must be given for these entities

* Please contact the Administrator directly in relation to corporate entities with securities listed on a regulated market.

PARTNERSHIP or OTHER UNINCORPORATED BUSINESS

Partnership or other Unincorporated Business

- (1) Certified copy of Constitutional Document (e.g. Partnership Agreement / Operating Agreement or equivalent)
- (2) Description of the nature of business conducted
- (3) A letter confirming the name of General Partner / Managing Member / Chief Executive Officer, or all Directors giving the dates of birth and country of residence for all. If General Partner, Managing Member or Director is a corporate entity we will require a letter confirming the names, dates of birth and country of residence of all its directors
- (4) A list of all authorised signatories certified by General Partner / Managing Member / Chief Executive Officer or directors, samples of all signatures, details of any signing protocol
- (5) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (6) Verification of ID and address for General Partner / Managing Member / Chief Executive Officer / Director and at least 1 other authorised signatory (if any)
- (7) A list of all beneficial owners of 25%+ of the entity and beneficial owners of the monies invested (if different) plus Verification of ID and address for each individual person. An additional requirement as per point 4 of the Individual Person section applies to any beneficial owner of the money invested. If the beneficial owner is a corporate entity we will require information as detailed in point 1 or 2 and 7 of the Corporate Entity section above

TRUSTS

Trust

- (1) Copy of Trust Deed and any supplementary agreements thereto (if the Trust is a pension scheme approved by an appropriate pension regulator, a proof of approval is required instead)
- (2) Written details on the purpose for which the Trust was established unless the Trust is an approved pension scheme as above
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) List of trustees and:
 - a) If the trustees are individual persons verification of ID and address for all
 - b) If the trustee is a corporate entity, the information as per 1 or 2 and 5 of the Corporate Entity section above plus verification of ID and address for at least 2 directors. If the Trust is an approved pension scheme, personal information on directors will not be required – the list of directors' names will suffice
- (5) Verification of ID and address for settlor of the Trust and confirmation of the source of assets used to establish the Trust
- (6) Verification of ID and address for all beneficiaries and protector (if any). If a beneficiary is a legal entity, information as per 1 or 2 and 7 of the Corporate Entity section must be given for this entity
- (7) A list of all authorised signatories certified by the Trustee(s), samples of all signatures, details of any signing protocol and verification of ID and address for all authorised signatories. (Personal information on all authorised signatories is not required if the Trust is a pension scheme approved by an appropriate pension regulator)

FINANCIAL INSTITUTIONS

Financial Institution

- (1) Name of the relevant regulatory body
- (2) A list of all authorised signatories, samples of all signatures and details of any signing protocol
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) Details of the ownership structure as per the beneficial owner section
- (5) Confirmation of the types and jurisdictions of such clients the entity's business serves
- (6) Confirmation in writing as to whether the investment is made on own behalf or on behalf of an underlying investor
- (7) All details and confirmations as per Appendix 2 if the investment is made on a nominee/intermediary basis

NOMINEE COMPANY OWNED AND OPERATED BY A REGULATED FINANCIAL INSTITUTION

Nominee Company owned and operated by a regulated Financial Institution

- (1) Same details as per point 1 to 5 of the Financial Institution section above.
- (2) All details and confirmations as detailed in Appendix 2a

OCCUPATIONAL PENSION SCHEMES (where contributions are made by employer/deductions from wages)

Occupational Pension Schemes

- (1) Proof of approval by an appropriate Pensions Board / Tax
- (2) A list of all authorised signatories, samples of all signatures, details of any signing protocol
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (3) Copy of Constitutional/Formation Document (e.g. Trust Deed)
- (4) List of trustees / administrators / directors of the scheme

REGISTERED CHARITIES / FOUNDATIONS and OTHER NON-PROFIT ORGANISATIONS

Registered Charities / Foundations and other Non-Profit Organisations

- (1) Copy of the relevant Revenue/Tax Authority approval or proof of registration status from the relevant Charities register or equivalent
- (2) Details on the nature/purpose of the Charity/Organisation
- (3) A list of all authorised signatories, samples of all signatures, details of any signing protocol
- (4) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (5) Copy of constitutional/formation document
- (6) List of beneficial owners of 25%+ of the share capital
- (7) If the Charity is not registered with the relevant Charities register we will require the following:
 - a) List of names of Trustees/ Directors/ Governors/ Board members or equivalent
 - b) Verification of ID and address for 2 Trustees/ Directors/ Governors/ Board Members or equivalent or 1 Trustee/ Directors/ Governor/ Board Member and 1 authorised signatory (if any)

COLLECTIVE INVESTMENT SCHEMES

Collective Investment Schemes

- (1) Certified copy of Prospectus/ Operating Memorandum of CIS
- (2) Certified copy of a list of all authorised signatories, samples of all signatures, details of any signing protocol
- (3) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (4) All details and confirmations as detailed in Appendix 2 to be completed by the entity responsible for carrying out the AML checks on the CIS.
- (5) Completion of Beneficial Ownership Details Section

Private Schools / Colleges / Universities

- (1) Copy of the registration status from the relevant register
- (2) List of Trustees/Directors/ administrators
- (3) A list of all authorised signatories, samples of all signatures, details of any signing protocol
- (4) Details of the bank account from which the subscription money has been / will be remitted from, including a/c number and name, address (BIC / Swift and IBAN may be required). Note that the bank account must, in normal circumstances, be in the name of the registered investor
- (5) Names, dates of births and addresses of all beneficial owners holding 25%+ of the assets
- (6) Confirmation of the ownership structure of the entity
- (7) Verification of ID and address for 2 Officials or equivalent or 1 Official and 1 authorised signatory (if any)
- (8) Verification of ID and address for all beneficial owners

IMPORTANT NOTES

Note: Where any change in circumstances occurs which causes any of the information provided in this form to be incorrect, please contact the Administrator immediately.

VERIFICATION OF ID AND ADDRESS:

Verification of ID and address should be consistent with those requirements outlined in the Individuals/Joint Holders section of Appendix 1.

CERTIFICATION STANDARDS

The standard requires that a statement such as "I confirm that this is a true copy of the original document, which was seen by me", is written on the document. The certifier should also include the detail of the capacity in which they are signing the document. Only the "true ink" copies are acceptable (scanned / faxed copies of certified copies will not be accepted). Self-Certification (i.e. a person certifying a copy his own passport) is NOT permitted.

The following are generally accepted to certify documents:

- a notary public / solicitor, an accountant, a police officer, embassy staff, a member of the judiciary, a bank official, a suitably senior employee of another regulated financial institution or any regulated entity permitted to provide certification services.

DOCUMENTS IN ANOTHER LANGUAGE:

If the document is not in English relevant details may need to be translated and, if this is the case, the certification should also include a statement that the translation is a true translation.

ONGOING MONITORING:

The Administrator is required to carry out ongoing monitoring to confirm that information previously provided remains valid and correct, hence, the Administrator reserves the right to request updated and in some cases further documentation if deemed necessary.

ID DOCUMENTATION FOR INDIVIDUALS:

All ID documents provided on behalf of an individual e.g. passport, government issued ID card must include the applicants signature.

FULL REDEMPTION OF SHARES

The investment relationship with the ICAV is deemed to be terminated upon the redemption of all available shares. The Administrator will require a new application form to be completed prior to any new investment in the ICAV.

APPENDIX 2: AML LETTER (FINANCIAL INTERMEDIARY)

Fund Name ("The Fund"):
c/o Link Fund Administrators (Ireland) Limited
4th Floor
35 Shelbourne Road
Ballsbridge
Dublin 4, Ireland
D04 A4E0

..... (Date)

RE: Investment in the name of (Name of Investor)

Please tick box if this letter is to apply to all designations relating to the afore mentioned Investor ☐

Dear Sir or Madam,

We, (Name of your Company), are an entity authorised and regulated in (Relevant Country) ... by the (Name of Regulatory Body), under the (Relevant Law)

We comply with all Anti-Money Laundering ("AML") and Counter Terrorist Financing ("CTF") regulatory and legislative requirements in force in (Relevant Country) and are supervised / monitored for such compliance by the relevant regulatory / supervisory authority.

We confirm our AML/CTF policies, procedures and internal controls incorporate systems and controls to identify and verify our customers, and their beneficial owners² and controlling parties, and performs (i) appropriate risk-grading procedures to differentiate between customer due diligence for high and low risk relationships (ii) ongoing customer due diligence, (iii) regular AML/CTF monitoring and sanction screening, (iv) staff AML/CTF training and (v) detect, investigate and, as required, report any suspicious activities to the relevant authorities;

We have systems and controls in place to identify Politically Exposed Persons, their relatives and close associates (collectively PEPs) and we conduct enhanced due diligence, including establishing the source of wealth and the source of funds and enhanced ongoing monitoring on PEPs and other high risk customers.

With regard to each investor who has invested via the financial intermediary in the above Fund, we confirm that:

- (i) We conduct customer due diligence, in the form of the collection of appropriate documentary evidence including obtaining information on the purpose and the intended nature of the business relationship and other relevant checks on all our clients and where applicable beneficial owners in line with the requirements specified in the Fourth Money Laundering Directive or equivalent;
- (ii) The accounts will only be operated by the Financial Intermediary who maintains the ultimate, effective control over the account;
- (iii) We comply with all requirements regarding the retention of customer due diligence and that all documents must be retained for at least 5 years after the relationship between us and our client has ended;
- (iv) We maintain processes for regular screening of all clients and where applicable beneficial owners against sanctions and PEP lists;
- (v) None of the investor(s) including any beneficial owner have been identified as PEPs or are subject to sanctions lists administered by the European Union, the United States, including OFAC, and the United Nations;
- (vi) To the best of our knowledge we are unaware of any activities on the part of the customer(s), and their beneficial owners which could lead us to suspect an involvement in criminal conduct, money laundering or terrorist activities;
- (vii) If we believe that a client, beneficial owner and / or a transaction would be deemed suspicious we report such suspicion to the appropriate competent authorities, as obliged by the requirements;

² Beneficial owner includes the natural person(s) who ultimately owns or controls a customer and/or the natural person(s) on whose behalf a transaction is being conducted. It also includes those persons who exercise ultimate effective control over a legal person or arrangement

(viii) We will inform you if an underlying client / beneficial owner (where applicable) invested in the Fund is identified as a PEP or a sanctioned entity;

(ix) We acknowledge that the Fund is placing reliance on (Name of your Company)...for the purposes of meeting the due diligence obligations which it is subject to under Irish law, and we agree to furnish you with the documentary evidence retained by us concerning our client(s) and where applicable beneficial owners, promptly upon request.

We further undertake to advise you, should at any time in the future there be any change in any information provided above.

Yours faithfully,

(Authorised Signature)
(State Name and Position of Authorised Signatory)

APPENDIX 2a: AML LETTER (NOMINEE COMPANY WITH REGULATED PARENT ENTITY)

Fund Name ("The Fund"):
 c/o Link Fund Administrators (Ireland) Limited
 4th Floor
 35 Shelbourne Road
 Ballsbridge
 Dublin 4, Ireland
 D04 A4E0

..... (Date)

Investor Name:

Please tick box if this letter is to apply to all designations relating to the above mentioned Nominee ☐

Regulated Parent Entity Name:

Dear Sir or Madam,

We confirm that,.....[Nominee] is a wholly owned subsidiary of.....[Regulated Parent Entity Name], an entity authorised and regulated in[Country Name] and is regulated by[Regulatory Body Name] under the[Relevant Law Name].

We comply with all Anti-Money Laundering ("AML") and Counter Terrorist Financing ("CTF") regulatory and legislative requirements in force in (Relevant Country) and are supervised / monitored for such compliance by the relevant regulatory / supervisory authority.

We confirm the following in respect to both the Parent and the Nominee entity:

We confirm our AML/CTF policies, procedures and internal controls incorporate systems and controls to identify and verify our customers, and their beneficial owners³ and controlling parties, and performs (i) appropriate risk-grading procedures to differentiate between customer due diligence for high and low risk relationships (ii) ongoing customer due diligence, (iii) regular AML/CTF monitoring and sanction screening, (iv) staff AML/CTF training and (v) detect, investigate and, as required, report any suspicious activities to the relevant authorities;

We have systems and controls in place to identify Politically Exposed Persons, their relatives and close associates (collectively PEPs) including establishing the source of wealth and the source of funds and enhanced ongoing monitoring on PEPs and other high risk customers;

With regard to each investor who has invested via the Nominee Company in the above Fund, we confirm that:

- (i) We conduct customer due diligence, in the form of the collection of appropriate documentary evidence including obtaining information on the purpose and the intended nature of the business relationship and other relevant checks on all our clients and where applicable beneficial owners in line with the requirements specified in the Fourth Money Laundering Directive or equivalent;
- (ii) The accounts will only be operated by the Nominee and / or the Parent Company who maintain the ultimate, effective control over the account;
- (iii) We comply with all requirements regarding the retention of customer due diligence and that all documents must be retained for at least 5 years after the relationship between us and our client has ended;
- (iv) We maintain processes for regular screening of all clients and where applicable beneficial owners against sanctions and PEP lists and we conduct enhanced due diligence;
- (v) None of the investor(s) including any beneficial owner have been identified as PEPs or are subject to sanctions lists

³ Beneficial owner includes the natural person(s) who ultimately owns or controls a customer and/or the natural person(s) on whose behalf a transaction is being conducted. It also includes those persons who exercise ultimate effective control over a legal person or arrangement

administered by the European Union, the United States, including OFAC, and the United Nations;

- (vi) To the best of our knowledge we are unaware of any activities on the part of the customer(s), and their beneficial owners which could lead us to suspect an involvement in criminal conduct, money laundering or terrorist activities;
- (vii) If we believe that a client, beneficial owner and / or a transaction would be deemed suspicious we report such suspicion to the appropriate competent authorities, as obliged by the requirements;
- (viii) We will inform you if an underlying client / beneficial owner (where applicable) invested in the Fund is identified as a PEP or a sanctioned entity;
- (ix) We acknowledge that the Fund is placing reliance on (Name of Parent Company)..... for the purposes of meeting the due diligence obligations which it is subject to under Irish law, and we agree to furnish you with the documentary evidence retained by us concerning our client(s) and where applicable beneficial owners, promptly upon request.

We further undertake to advise you, should at any time in the future there be any change in any information provided above.

Yours faithfully,

(Authorised Signature)
(State Name and Position of Authorised Signatory)

DATA PRIVACY STATEMENT

In accordance with the General Data Protection Regulation (697/2016/EU) (the “**GDPR**”) and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2018) (collectively, “**Data Protection Legislation**”) MW Japan Fund Plc (the “**Fund**”) being a data controller, must provide you with information on how the personal data that you provide as part of your subscription to shares in the Fund will be processed by the Fund, its service providers and delegates and their duly authorised agents and any of their respective related, associated or affiliated companies.

As a consequence of your investment, the Fund acting as a data controller may itself (or through third parties including but not limited to Link Fund Administrators (Ireland) Limited (the “**Administrator**”), Waystone Management Company (IE) Limited (the “**Manager**”) and Morant Wright Management Limited as investment manager and global distributor together with any sub-distributors that may be appointed from time to time (the “**Investment Manager**”), local paying agents and mailing firms appointed by any of the foregoing (together the “**Service Providers**”)) process your personal information or, to the extent that you are a non-natural person, that of your directors, officers, employees, intermediaries and/or beneficial owners. Save where otherwise expressly provided, any reference in this Data Privacy Statement to “you” or “your” in the context of processing personal data of data subjects shall be understood to mean and relate to the personal data of your directors, officers, employees, intermediaries and/or beneficial owners as the context may require.

In certain circumstances, BNY Mellon Trust Company (Ireland) Limited (the “**Depository**”) may use your personal data where this is necessary for compliance with a legal obligation to which it is directly subject (i.e. to comply with applicable law in the area of anti-money laundering and counter terrorist financing or where mandated by a court order or regulatory sanction). The Depository, in respect of this specific use of personal data, acts as a data controller. In such circumstances, all rights afforded to you as a data subject under the GDPR shall be solely exercisable against the Depository.

In certain circumstances, the Administrator or Manager may use your personal data for their own respective purposes and as a result be considered a data controller of such data. In such circumstances, all rights afforded to you as a data subject under the GDPR shall be solely exercisable against the Administrator or Manager respectively.

In this regard, please note the following:

Purposes of Processing and Legal Basis for Processing

The personal data collected from you or provided by you or on your behalf in connection with your holdings in the Fund will be collected, stored, disclosed, used and otherwise processed by the Service Providers on behalf of the Fund for the purposes outlined in the table below.

Processing Activity by or on behalf of the Fund	Legal Basis for Processing
Where you are a natural person, managing and administering your holdings in the Fund and any related account on an ongoing basis	Performance of the contract between the Fund and you
Where you are a natural person, disclosures to third parties such as auditors, regulatory authorities, tax authorities and technology providers in the context of the day to day operations of the Fund.	Performance of the contract between the Fund and you.
Where you as an investor are a non-natural person, disclosures to third parties such as auditors, regulatory bodies, tax authorities and technology providers in the context of the day to day operations of the Fund.	Pursuing the legitimate interests of the Fund in managing and administering the holdings of the non-natural persons in the Fund and any related account on an ongoing basis.
Complying with any applicable legal, tax or regulatory obligations imposed on the Fund including legal obligations under Fund law, the AIFM Regulations, the Central Bank's	Compliance with a legal obligation to which the Fund is subject

Processing Activity by or on behalf of the Fund	Legal Basis for Processing
AIF Rulebook, under tax law and under anti-money laundering / counter terrorist financing legislation	
(i) Recording, maintaining, storing and using recordings of telephone calls and electronic communications that you make to and receive from the Fund, the Service Providers and their delegates or duly appointed agents and any of their respective related, associated or affiliated companies for any matters related to investment in the Fund, dispute resolution, record keeping, security and/or training purposes	<p>Pursuing the legitimate interests of the Fund including:</p> <p>(a) for risk management and fraud prevention purposes, to manage litigation and for the Fund's accounting purposes, for effecting processing on behalf of the Fund, for the exercise or defence of legal claims or for the protection of rights of another natural or legal person</p> <p>(b) for the purpose of the provision of investor-related services including account administration, handling of orders, management of subscription, redemption and transfer of shares, maintaining the register of investors and distributions, managing distributions including the allocations of profit and loss between investors, internal audit validations, communications and more generally performance of services requested by and operations in accordance with the instructions of the investor.</p> <p>Further information relating to the balancing test undertaken by the Fund in respect of such processing is available upon request.</p>

The Depositary as a data controller of your personal data may also collect, store, disclose, use or otherwise process your personal data for the purposes outlined in the table below.

Processing Activity by the Depositary	Legal Basis for Processing
Compliance with applicable law in the area of anti-money laundering and counter terrorist financing or where mandated by a court order or regulatory sanction.	<p>Compliance with a legal obligation to which the Depositary is directly subject.</p> <p>Further information relating to the balancing test undertaken by the Depositary in respect of such processing is available upon request.</p>

Please note that where personal data is processed for purposes of legitimate interests, you have a right to object to such processing and the Fund and its appointed Service Providers will no longer process the personal data unless it can be demonstrated that there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

Profiling and Screening

The Fund and its appointed Service Providers may engage in PEP screening and financial sanctions screening programs defined by the European Union ("EU"), the United Nations ("UN"), Her Majesty's Treasury ("HMT") and the Office of Foreign Assets Control ("OFAC") for the purposes of complying with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as may be amended or replaced from time to time and with UN, EU and other applicable sanctions regimes. The implementation of financial sanctions screening programmes may result in the Fund or its Service Providers refusing an application for Shares in the Fund. Further, the implementation of such PEP screening and financial sanctions screening programmes may result in the Fund or its Service Providers or delaying or refusing to make any redemption payment or distribution payment to you if you, your directors or any beneficial owner of your Shares appear on such screening programmes. In the event that you are identified as a PEP as a result of the screening process, you may be required to provide additional information and/or documentation to the Fund or its Service Providers. Such processing, which may reveal your political opinion, is considered lawful on the grounds of

substantial public interest permitted under Article 9(2)(g) of the GDPR.

Undertaking in connection with other parties

By providing personal data to the Fund, you undertake to be authorised to disclose to the Fund relevant information applicable to the beneficial owner of the investment, to your directors and authorised signatories and to persons that own, directly or indirectly, an interest in the Fund. In this respect you confirm that you have provided these persons with all the information required under applicable data protection law, notably regarding their data protection rights, and received from these persons their authorisation for the processing and transfer of their personal data to us.

Disclosures to Service Providers and / or Third Parties

Personal data relating to you which is collected from you or provided by you or on your behalf may be handled by Service Providers appointed by the Fund and its or their duly appointed agents and any of related, associated or affiliated companies within the Link, BNY Mellon and Morant Wright groups for the purposes specified above.

These Service Providers will be obliged to adhere to the data protection laws of the countries in which they operate.

The Fund and/or the Depositary may disclose your personal data to other third parties where required by law or for legitimate business interests. This may include disclosure to third parties such as auditors and the Central Bank of Ireland, regulatory bodies, taxation authorities and technology providers.

Transfers Abroad

Personal data collected from you or provided by you or on your behalf may be transferred outside of Ireland including to companies situated in countries outside of the European Economic Area (“EEA”) which may not have the same data protection laws as in Ireland.

Where data transfers outside of the EEA take place, the Fund and/or the relevant Service Provider have taken the necessary steps to ensure that appropriate safeguards have been put in place to protect the privacy and integrity of such personal data, in particular the implementation of binding corporate rules between companies within the respective groups of the Manager, Depositary and Investment Manager and/or ensuring the implementation of model contracts by the Service Providers and their affiliates. Please refer to the contact details set out below under “Contact Us” should you wish to obtain information concerning such safeguards.

Data Retention Period

The Fund and its appointed Service Providers will retain all information and documentation provided by you in relation to your investment in the Fund for such period of time as may be required by Irish legal and regulatory requirements, being at least seven years after the period of your investment has ended or the date on which you had your last transaction with us.

Your data protection rights

Please note that you have the following rights under the GDPR. In each case, the exercise of these rights is subject to the provisions of the GDPR:

- (i) You have a right of access to and the right to amend and rectify your personal data.
- (ii) You have the right to have any incomplete personal data completed.
- (iii) You have a right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of personal data relating to you carried out by the Fund infringes the GDPR.
- (iv) You have a right to be forgotten (right of erasure of personal data).

- (v) You have a right to restrict processing.
- (vi) You have a right to data portability.
- (vii) You also have the right to object to processing where personal data is being processed for direct marketing purposes and also where the Fund or a Service Provider is processing personal data for legitimate interests.

Where you wish to exercise any of your data protection rights against the Fund or against the Depositary, please contact us via the details provided below under “Contact Us”.

The Fund or its Service Provider will respond to your request to exercise any of your rights under the GDPR in writing, as soon as practicable and in any event **within one month** of receipt of your request, subject to the provisions of the GDPR. The Fund or its Service Provider may request proof of identification to verify your request.

Failure to provide personal data

As outlined in the section titled “**Purposes of Processing and Legal Basis for Processing**”, the provision of personal data by you is required for us to manage and administer your holdings in the Fund and so that we can comply with the legal, regulatory and tax requirements referenced above. Where you fail to provide such personal data in order to comply with anti-money laundering/counter terrorist financing or other legal requirements, in certain circumstances, we may be prohibited from making redemption or any applicable dividend payments to you and/or may be required to discontinue our business relationship with you by compulsorily redeeming your shareholding in the Fund.

Contact us

Queries regarding data processing can be addressed to the Company as data controller at MW Japan Fund plc (via the Administrator, as data processor) at the following email address ComplianceDeptDublin@linkgroup.ie or using the following contact telephone number +353 1 4005300 and your query will be relayed to the appropriate responsible party.