

# FUND APPLICATION PACK

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## CORPORATE



**warwyck**  
PHOENIX PCC

### Important notes:

- After reviewing the terms and conditions of this Agreement, complete all applicable sections, sign it and return it to Warwyck Phoenix PCC by **email**: [fundmanagement@warwyckphoenix.com](mailto:fundmanagement@warwyckphoenix.com) or **fax**: (230) 696-9797. Please mail the original documents within 15 business days of the application pack being executed to:  
Warwyck Phoenix PCC  
Warwyck House  
Nalletamby Road  
Phoenix 73538, Mauritius  
**Please retain a photocopy for your records.**
- Subscriptions will not be permitted until Warwyck Phoenix PCC, (the "Fund") receives all required documentation (see Section 6) by mail or fax and sends you an acceptance notification by e-mail containing your investor number.
- Once you have received acceptance and your investor number, you may subscribe for shares.
- **THIS AGREEMENT IS TO BE USED ONLY BY NEW SUBSCRIBERS TO THE CELL. EXISTING REGISTERED INVESTORS OF THE CELL PURCHASING ADDITIONAL PARTICIPATING SHARES IN THE SAME REGISTERED NAME SHOULD USE THE FUND TRANSACTION FORM.**

# 1. SUBSCRIPTION AGREEMENT

**Warwyck Phoenix PCC**, a protected cell company incorporated as a private company with Limited Liability and converted into a public company with Limited Liability on the 3rd May 2016; authorised by the Financial Services Commission to operate as a collective investment scheme, classified as an expert fund under the laws of Mauritius with registration number C124895 C1/GBL with registered office situated at Warwyck House, Nalletamby Road, Phoenix 73538, Mauritius (**the “Fund” or the “Manager”**);

**And** the undersigned investor(s) (**the “Subscriber”**) hereby irrevocably and unconditionally agrees to subscribe to Class A and/or Class B Participating Shares (**the “Participating Shares”**) in Warwyck ITS Fund (**“Cell 3” OR the “Cell”**)

## WHEREAS

- A. The Fund has been authorised pursuant to the Securities Act 2005 to operate as a collective investment scheme and has further been categorised as an expert fund under the Securities (Collective Investment Schemes and Closed-end Funds) Regulations 2008.
- B. For the purpose of segregating and protecting cellular asset, the Fund has created a cell under the name of Warwyck ITS Fund (the “Cell”) in which Participating Shares are being offered to the Subscriber.
- C. The Subscriber acknowledge receipt of the Private Placemen At Memorandum dated 21 October 2016, as updated (the “PPM”) and the Cell Supplemental Memorandum (the “Supplement”) dated 2 July 2019, as amended, relating to the continuous offering of Class A and/or Class B Participating Shares in the Cell, and confirms having read and understood provisions of the constitution of Warwyck Phoenix PCC as amended (the “Constitution”).
- D. The Subscriber (who shall be deemed to include any person on behalf of whom the subscriber subscribes for shares) wishes to irrevocably and unconditionally subscribe for Participating Shares at the applicable Net Asset Value per Share of the Cell (plus the applicable subscription fee) provided the Fund has received the completed application and payment for such Participating Shares, at least one business day before the relevant Dealing Day, failing which this subscription agreement (the “Agreement”) will be held over until the next following Dealing Day and Participating Shares will be issued at the relevant Subscription Price calculated on the following Valuation Day. The Net Asset Value per share is calculated on the Valuation Day which is the last business day of the week and the Dealing Day is deemed to be the day following the Valuation Day.
- E. The Fund is willing (subject to the sole discretion of the Board of Directors of the Fund as to whether to accept investment and or subscription by any investor at any time and from time to time) to make Participating Shares available to the Subscriber in the manner and subject to the terms and conditions set out in this Agreement, in the Constitution, in the PPM and in the Cell Supplements (the “Particulars”).
- F. Capitalised terms that are not defined in this Agreement shall bear the same meaning as those given in the Particulars.
- G. The information requested in this Subscription Agreement is needed in order to ensure compliance with the applicable regulations and to enable the Fund to determine whether the Subscriber is eligible for investment in the Company.

## THE SUBSCRIBER AGREES AS FOLLOWS:

- 1. The Subscriber hereby subscribes for Participating Shares as detailed below subject to the acceptance of this Agreement by the Fund which acceptance will be evidenced by the issue of the respective Participating Shares. The Subscriber understands that the minimum initial investment in the Fund is EUR 100,000/- plus the applicable subscription fee and that all investments over and above this amount are required to be in increments of UEUR 100,000/- plus the applicable subscription fee.
- 2. This Subscription Agreement has been duly executed and delivered by and on the Subscriber’s behalf and is legally binding upon and enforceable against the Subscriber in accordance with its terms, subject to the qualifications that (i) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforcement of creditors’ rights, and (ii) an order of specific performance and an injunction are discretionary remedies and, in particular, are not available when damages are considered an adequate remedy.
- 3. The Participating Shares issued hereunder shall rank *pari passu* with all Participating Shares of the same Cell already issued by the Fund or thereafter subject to the Constitution of the Fund.
- 4. The rights attaching to the Participating Shares shall be as set out in the Constitution.

5. This application shall be deemed to be accepted by the Fund only after it has been countersigned by any two of its directors, and such acceptance has been communicated by the Fund to the Subscriber by email or in writing.
6. This Agreement is subject to the terms contained in the Constitution of the Fund. The Constitution and this Agreement, embody all the terms and conditions agreed upon between the Subscriber and the Fund as to the subject matter of this subscription and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Subscriber and the Fund with respect to the subject matter thereof, whether written or oral. In case of inconsistency between the Constitution and this Agreement, the Constitution shall prevail.
7. In consideration of the issue of the Participating Shares to the Subscriber, the Subscriber undertakes, represents, warrants and certifies to the Fund as follows:
  - 7.1. it has the legal capacity and authority and is permitted by applicable law to execute and deliver this Agreement;
  - 7.2. it is acquiring the Participating Shares for its own account, or on behalf of a third party or third parties for investment and not with a view to resale, transfer or other disposition in whole or in part except in accordance with the terms outlined in the PPM and Cell Supplement;
  - 7.3. it has received a copy of, read and understood the Constitution, the PPM and Cell Supplement, has read the "Risk Factors" section of the PPM, and understands that there are substantial risks involved in an investment in the Fund;
  - 7.4. it confirms that:
    - a. it has such knowledge, expertise and experience in financial investment and business matters that it is capable of evaluating the merits and risks of its acquisition of the Participating Shares;
    - b. it understands that an investment in the Cell is highly speculative and may result in a complete loss of its investment;
    - c. it is able to bear the economic risk of loss of its investment in the Cell;
  - 7.5. it has obtained and complied with all independent legal and tax advice, registrations, declarations or filings with, or consents, licenses, approvals or authorisations of any legislative body, governmental department or other governmental authority, necessary or appropriate in connection with its investment in the Cell;
  - 7.6. if it is not acquiring the Participating Shares as principal, it is acquiring as agent, nominee, portfolio manager or trustee pursuant to a statutory exemption or, in either case, pursuant to an exemption order permitting such acquisition;
  - 7.7. if it is an individual, then it is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required;
  - 7.8. if it is not an individual, it has the requisite power, authority, legal capacity and competence to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise with respect to such matters have been given or obtained;
  - 7.9. if it is a sole trader, a corporate, a trust or other entity, it has been duly incorporated or created and is validly subsisting under the laws of its jurisdiction of incorporation or creation;
  - 7.10. the person signing this Agreement on behalf of the Subscriber has full power and authority to do so;
  - 7.11. it understands that its capital contribution cannot be withdrawn from the Cell except by way of redemption of the Participating Shares in accordance with the terms outlined in the PPM and Cell Supplement, that a portion of its investment may be invested in securities that are illiquid, and that it has no right to demand distribution from the Cell prior to the Cell's termination other than by redemption of Participating Shares;
  - 7.12. it understands that if any of the Subscriber's representations, warranties, agreements or certifications contained in this Agreement are untrue the Directors of the Fund in their sole discretion may require a compulsory redemption of all or part of the Participating Shares;
  - 7.13. it represents that the Participating Shares are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct or criminal property within the meaning given in the Code on Prevention of Money Laundering and Terrorist Financing (2012);

- 7.14. it is not named on a list of prohibited countries, territories, entities and individuals maintained by the US Treasury Department's Office of Foreign Assets Control and is not operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Kingdom or the United Nations.
8. The Subscriber acknowledges and agrees that the Participating Shares have not been registered under the laws of any other jurisdiction.
- In accordance with the terms and conditions of the PPM and any other restrictions/conditions stated therein, a US Person shall represent and warrant to the Fund that he is able to acquire and hold Participating Shares without violating applicable laws.
9. The Subscriber acknowledges that, when accepted by the Fund, subscriptions are irrevocable.
10. The Subscriber undertakes to furnish, from time to time as requested by the Fund such documents and information as may be required for statutory, regulatory or other purposes, including, without limitation, such documents and information as are set out in Appendix 1 hereto.
11. In addition to other documents provided in Appendix 1 hereto, where the Subscriber is an individual, it agrees to produce a certified copy or copies of the relevant passport or passports together with any other documentation of identity providing detailed verification of the Subscriber's identity and source of its funds as requested by the Fund in order that it might comply with legislation for the prevention of money laundering from time to time in force. The Subscriber acknowledges that the Fund reserves the right to request any further information which it considers to be in any way necessary to the process of verification.
12. Where the Subscriber is a sole corporation or trust, it agrees to produce a certified copy or copies of the certificate of incorporation (and any change of name), the register of directors and any other relevant documentation as requested by the Fund together with any other documentation providing detailed verification of the Subscriber's identity and that of its directors and beneficial members and the source of its funds as requested by the Fund in order that it might comply with legislation for the prevention of money laundering from time to time in force.
13. Where the Subscriber is a corporation or trust, it agrees to produce the signature card verifying the authority of officers to sign on behalf of the corporate entity and any other relevant documentation as requested by the Fund.
14. The Subscriber acknowledges that the Fund reserves the right to reject in its absolute discretion this and any other application for Participating Shares in whole or in part, at any time without reasons, notwithstanding prior receipt by the Subscriber of notice of acceptance of the subscription. If the Participating Shares are oversubscribed, the Fund will determine in its sole discretion which subscriptions shall be accepted.
15. The Subscriber understands and accepts that in the event that the Fund accepts the subscription prior to confirmation of the Subscriber's identity to the satisfaction of the Fund, and such confirmation is not forthcoming, the shares allotted to the Subscriber will be compulsorily redeemed and the proceeds returned to the bank account from which the original subscription moneys were remitted, at the Subscriber's expense, and the Subscriber hereby indemnifies the Fund in respect of any loss that the Fund should suffer as a result of such action being taken.
16. The Subscriber further understands and accepts that the Fund will not confirm acceptance of the Subscriber's investment, or details of the number of Participating Shares allotted to the Subscriber until such time as the Fund has received the documentation verifying the Subscriber's identity to its satisfaction.
17. If this subscription is rejected or if the sale of the Participating Shares is not completed for any reason (in which event this subscription shall be deemed to be rejected), the Fund shall as soon as practicable return any funds transferred by the Subscriber (without interest) along with this Agreement and any other documents delivered by the Subscriber.
18. This Agreement and the rights, powers and duties set out in it shall bind and inure to the benefit of the heirs, executors, managers, legal representatives, successors and assigns of the parties to it.
19. No waiver by any party of any breach of any term of this Agreement shall be construed as a waiver of any subsequent breach of that term or any other term of the same or of a different nature.
20. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.
21. The Subscriber agrees to keep confidential all information contained in the PPM and the Cell Supplement that is not already in the public domain and to use the PPM and the Cell Supplement for the sole purpose of evaluating a possible investment in the Fund.

22. The Subscriber acknowledges that the Fund is entitled to act upon e-mail/facsimile instructions from or purported to be from the Subscriber and that all such instructions, where accepted by the Fund, will be final and binding upon the Subscriber. The Subscriber agrees to indemnify the Fund against any and all claims, demands, liabilities, costs, charges, damages and expenses that the Fund may incur by reason of any act or failure to act on the part of the Fund with regard to all e-mail/facsimile instructions so provided by the Subscriber.
23. The Subscriber consents to personal information obtained in relation to the Subscriber being handled by the Fund (as data processor on behalf of the Cell). Information in relation to the Subscriber will be processed for the purposes of carrying out the services of Manager and transfer agent of the Fund and to comply with any applicable legal obligations including legal obligations under company law and anti-money laundering legislation. The Subscriber acknowledges that the Fund may disclose the Subscriber's information to third parties where necessary or for legitimate business interests. The Subscriber consents to the processing of the Subscriber's information and the disclosure of the Subscriber's information as outlined above.
24. This Agreement represents the entire agreement of the parties in respect of the subscription for Participating Shares and may not be changed or terminated orally.
25. The representations, warranties, agreements and indemnification obligations of the Subscriber contained in this Agreement shall survive the execution of this Agreement and the purchase of the Participating Shares.
26. The Subscriber understands that a misrepresentation or breach of any warranty or agreement made by the Subscriber could subject the Fund to significant damages and expenses. The Subscriber agrees to indemnify the Fund from and against any loss, liability, damage, cost or expense (including legal fees and expenses in the defence or settlement of any demands, claims, or lawsuits) actually and reasonably incurred arising from the Subscriber's misrepresentation or breach of any warranty or agreement in this Agreement.
27. The Subscriber agrees when entering into the Agreement to be bound by the laws of the Republic of Mauritius.
28. Any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof shall be settled by international arbitration under the International Arbitration Act 2008.

The provisions of the First Schedule to the International Arbitration Act 2008 shall apply to the arbitration.

There shall be a sole arbitrator appointed by the parties. If the parties are not able to agree on the name of an arbitrator, then the matter of appointment of an arbitrator shall be referred to the Permanent Court of Arbitration by any party for the appointment of an arbitrator.

The juridical seat of arbitration shall be Mauritius and the language to be used in the arbitral proceedings shall be the English language.

The arbitrator shall conduct the proceedings pursuant to the Arbitration Rules of the LCIA-MIAC, where they are not in conflict with the International Arbitration Act 2008.

Any dispute, controversy or claim shall be kept confidential and any proceedings before the Supreme Court in relation thereto shall, with the agreement of all parties, be heard in private.

## 2. APPLICATION FORM

### APPLICANT - COMPANY / TRUST / FUND

\* Required fields

\*REGISTERED BUSINESS NAME:

\*BUSINESS REGISTRATION NUMBER:

\*BUSINESS ACTIVITY:

\*REGISTERED ADDRESS:

PO BOX IS **NOT** ACCEPTABLE

\*CITY

\*POSTCODE

\*COUNTRY

\*POSTAL ADDRESS

Postal address (if different to the already provided registered address) will be used for all account correspondence

\*CITY

\*POSTCODE

\*COUNTRY

\*TELEPHONE

\*FAX

\*EMAIL

### BANK ACCOUNT INFORMATION

\* Required fields

Please specify your bank account for receiving your redemption proceeds from the Fund.  
If your bank account information changes, please notify the Fund by sending a signed letter of instruction by post or email.

**Redemption proceeds can only be paid into the Investor's bank account. Payment to third parties is not permitted.  
Leave blank if wire details will be attached to the Application Pack**

\*NAME OF BANKING INSTITUTION

\*ACCOUNT NUMBER/IBAN

\*SWIFT CODE

\*BANK ADDRESS

\*CORRESPONDING BANK

\*ACCOUNT NUMBER/IBAN

\*SWIFT CODE

## STANDING INSTRUCTIONS AND CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

The Subscriber agrees, as per section 327 of the Mauritian Companies Act 2001, to receive notices, statements, reports, accounts, or other documents pertaining to the Company and / or the Cell on the email address provided below until such authority is revoked.

All documents delivered electronically will be delivered by e-mail to:

The Subscriber undertakes to advise the Fund within five days at its registered address of Warwyck House, Nalletamby Road, Phoenix 73538, Mauritius, with respect to any change in his/her email address.

This consent may be revoked at any time on the provision of five days' notice in writing to the Fund.

## SIGNATURE OF SUBSCRIBER

In witness whereof, Subscriber has executed this Agreement on the date set forth below:

TITLE (Director/Secretary/Sole Director/Trustee/Power of Attorney)

TITLE (Director/Secretary/Sole Director/Trustee/Power of Attorney)

COMPANY SEAL

FULL NAME

FULL NAME

DATE

DATE

SIGNATURE

SIGNATURE

## ACCEPTANCE

This subscription application is hereby accepted by the Fund

FULL NAME

FULL NAME

DATE

DATE

SIGNATURE

SIGNATURE

### 3. THE WOLFSBERG GROUP ANTI-MONEY LAUNDERING QUESTIONNAIRE

<b>Financial Institution Name:</b>
<b>Location:</b>

*This questionnaire acts as an aid to firms conducting due diligence and should not be relied on exclusively or excessively. Firms may use this questionnaire alongside their own policies and procedures in order to provide a basis for conducting client due diligence in a manner consistent with the risk profile presented by the client. The responsibility for ensuring adequate due diligence, which may include independent verification or follow up of the answers and documents provided, remains the responsibility of the firm using this questionnaire.*

<b>Anti-Money Laundering Questionnaire</b>		
If you answer "no" to any question, additional information can be supplied at the end of the questionnaire.		
<b>I. General AML Policies, Practices and Procedures:</b>	<u>Yes</u>	<u>No</u>
1. Is the AML compliance program approved by the FI's board or a senior committee?		
2. Does the FI have a legal and regulatory compliance program that includes a designated officer that is responsible for coordinating and overseeing the AML framework?		
3. Has the FI developed written policies documenting the processes that they have in place to prevent, detect and report suspicious transactions?		
4. In addition to inspections by the government supervisors/regulators, does the FI client have an internal audit function or other independent third party that assesses AML policies and practices on a regular basis?		
5. Does the FI have a policy prohibiting accounts/relationships with shell banks? <i>(A shell bank is defined as a bank incorporated in a jurisdiction in which it has no physical presence and which is unaffiliated with a regulated financial group.)</i>		
6. Does the FI have policies to reasonably ensure that they will not conduct transactions with or on behalf of shell banks through any of its accounts or products?		
7. Does the FI have policies covering relationships with Politically Exposed Persons (PEP's), their family and close associates?		
8. Does the FI have record retention procedures that comply with applicable law?		
9. Are the FI's AML policies and practices being applied to all branches and subsidiaries of the FI both in the home country and in locations outside of that jurisdiction?		



<b>II. Risk Assessment:</b>	<u>Yes</u>	<u>No</u>
10. Does the FI have a risk-based assessment of its customer base and their transactions?		
11. Does the FI determine the appropriate level of enhanced due diligence necessary for those categories of customers and transactions that the FI has reason to believe pose a heightened risk of illicit activities at or through the FI?		
<b>III. Know Your Customer, Due Diligence and Enhanced Due Diligence:</b>	<u>Yes</u>	<u>No</u>
12. Has the FI implemented processes for the identification of those customers on whose behalf it maintains or operates accounts or conducts transactions?		
13. Does the FI have a requirement to collect information regarding its customers' business activities?		
14. Does the FI assess its FI customers' AML policies or practices?		
15. Does the FI have a process to review and, where appropriate, update customer information relating to high risk client information?		
16. Does the FI have procedures to establish a record for each new customer noting their respective identification documents and 'Know Your Customer' information?		
17. Does the FI complete a risk-based assessment to understand the normal and expected transactions of its customers?		
<b>IV. Reportable Transactions and Prevention and Detection of Transactions with Illegally Obtained Funds:</b>	<u>Yes</u>	<u>No</u>
18. Does the FI have policies or practices for the identification and reporting of transactions that are required to be reported to the authorities?		
19. Where cash transaction reporting is mandatory, does the FI have procedures to identify transactions structured to avoid such obligations?		
20. Does the FI screen customers and transactions against lists of persons, entities or countries issued by government/competent authorities?		
21. Does the FI have policies to reasonably ensure that it only operates with correspondent banks that possess licenses to operate in their countries of origin?		
22. Does the FI adhere to the Wolfsberg Transparency Principles and the appropriate usage of the SWIFT MT 202/202COV and MT 205/205COV message formats? <sup>1</sup>		
<b>V. Transaction Monitoring:</b>	<u>Yes</u>	<u>No</u>
23. Does the FI have a monitoring program for unusual and potentially suspicious activity that covers funds transfers and monetary instruments such as travelers checks, money orders, etc?		

<sup>1</sup> The four payment message standards to be observed are: i) FIs should not omit, delete, or alter information in payment messages or orders for the purpose of avoiding detection of that information by any other FI in the payment process; ii) FIs should not use any particular payment message for the purpose of avoiding detection of information by any other FI in the payment process; iii) Subject to applicable laws, FIs should cooperate as fully as practicable with other FIs in the payment process when requesting to provide information about the parties involved; and (iv) FIs should strongly encourage their correspondent banks to observe these principles. Source: [http://www.wolfsberg-principles.com/pdf/standards/Wolfsberg\\_NYCH\\_Statement\\_on\\_Payment\\_Message\\_Standards\\_\(2007\).pdf](http://www.wolfsberg-principles.com/pdf/standards/Wolfsberg_NYCH_Statement_on_Payment_Message_Standards_(2007).pdf)

<b>VI. AML Training</b>	<b>Yes</b>	<b>No</b>
24. Does the FI provide AML training to relevant employees that includes: <ul style="list-style-type: none"> <li>▪ Identification and reporting of transactions that must be reported to government authorities.</li> <li>▪ Examples of different forms of money laundering involving the FI's products and services.</li> <li>▪ Internal policies to prevent money laundering.</li> </ul>		
25. Does the FI retain records of its training sessions including attendance records and relevant training materials used?		
26. Does the FI communicate new AML related laws or changes to existing AML related policies or practices to relevant employees?		
27. Does the FI employ third parties to carry out some of the functions of the FI?		
28. If the answer to question 27 is yes, does the FI provide AML training to relevant third parties that includes: <ul style="list-style-type: none"> <li>▪ Identification and reporting of transactions that must be reported to government authorities.</li> <li>▪ Examples of different forms of money laundering involving the FI's products and services.</li> <li>▪ Internal policies to prevent money laundering.</li> </ul>		

Space for additional information:  
*(Please indicate which question the information is referring to.)*

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<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

## 4. ENTITY SELF-CERTIFICATION

### Instructions for completion

We are obliged under local laws, regulations and treaties and intergovernmental agreements entered into by Mauritius in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities.

**If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly.** If you have any questions about how to complete this form, please contact your tax advisor or local tax authority.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

### PART I: General

#### Section 1: Account Holder Identification

Legal Name of Entity/Branch

Country of incorporation/organisation

Current Residence or Registered Address:

Number & Street

City/Town

State/Province/County

Post Code

Country

Mailing address (if different from above):

Number & Street

City/Town

State/Province/County

Post Code

Country

## PART II: US IGA

### Section 2: U.S. Persons

Please tick and complete as appropriate.

- (a) The entity is a **Specified U.S. Person** and the entity's U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

- (b) The entity is a U.S. Person that is not a Specified U.S. Person. Indicate exemption<sup>1</sup> \_\_\_\_\_.

**If the entity is not a U.S. person, please also complete Section 3.**

### Section 3: US FATCA Classification for all Non United States Entities

Please complete this section if the entity is **not** a U.S. Tax Resident

**3.1** If the entity is a **Registered Financial Institution**, please tick one of the below categories, and provide the entity's **FATCA GIIN** at 3.1.1.

- (a) Mauritius Financial Institution or IGA Partner Jurisdiction Financial Institution  
(b) Registered Deemed Compliant Foreign Financial Institution  
(c) Participating Foreign Financial Institution

**3.1.1** Please provide your *Global Intermediary Identification number (GIIN)*: \_\_\_\_\_  
(if registration in progress indicate so)

**3.2** If the entity is a **Financial Institution but unable to provide a GIIN**, please tick one of the below reasons:

- (a) The Entity is a Sponsored Financial Institution and has not yet obtained a GIIN but is sponsored by another entity that has registered as a Sponsoring Entity. Please provide the Sponsoring Entity's name and GIIN.  
Sponsoring Entity's Name: \_\_\_\_\_ Sponsoring Entity's GIIN: \_\_\_\_\_
- (b) The Entity is a Trustee Documented Trust. Please provide your Trustee's name and GIIN.  
Trustee's Name: \_\_\_\_\_ Trustee's GIIN: \_\_\_\_\_
- (c) The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution). Indicate exemption: \_\_\_\_\_
- (d) The Entity is a Non-Participating Foreign Financial Institution

**3.3** If the entity is **not a Foreign Financial Institution**, please confirm the Entity's FATCA status below:

- (a) The Entity is an **Exempt Beneficial Owner**<sup>2</sup> Indicate status: \_\_\_\_\_
- (b) The Entity is an **Active Non-Financial Foreign Entity**<sup>3</sup> (including an Excepted NFFE)  
i. If the Entity is a Direct Reporting NFFE, please provide the Entity's GIIN:  
\_\_\_\_\_  
ii. If the Entity is a Sponsored Direct Reporting NFFE, please provide the Sponsoring Entity's name and GIIN.  
Sponsoring Entity's Name: \_\_\_\_\_ Sponsoring Entity's GIIN: \_\_\_\_\_
- (c) The Entity is a **Passive Non-Financial Foreign Entity**.

<sup>1</sup> Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

<sup>2</sup> "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.I of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations.

If you have ticked 3.3(c) (*Passive Non-Financial Foreign Entity*), please indicate the full name of any *Controlling Person(s)*:

Full Name of any Controlling Person(s)

Please complete Part V below providing details of any ultimate Controlling Persons who are natural persons.

## PART III: Common Reporting Standard

### Section 4: Declaration of All Tax Residency

Please indicate the Entity's place of tax residence (if resident in more than one country please detail all countries and associated tax reference number type and number). Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent.

Country/countries of tax residency	Tax reference number type	Tax reference number (e.g. TIN)

If applicable, please specify the reason for non-availability of a tax reference number:

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### Section 5: CRS Classification

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US or UK FATCA purposes.

**5.1** If the entity is a *Financial Institution*, please tick this box.

Specify the type of Financial Institution below:

Reporting Financial Institution under CRS.

OR

Non-Reporting Financial Institution under CRS. Specify the type of Non-Reporting Financial Institution below:

Governmental Entity

International Organization

Central Bank

Broad Participation Retirement Fund

Narrow Participation Retirement Fund

Pension Fund of a Governmental Entity, International Organization, or Central Bank

Exempt Collective Investment Vehicle

Trust whose trustee reports all required information with respect to all CRS Reportable Accounts

Qualified Credit Card Issuer

Other Entity defined under the domestic law as low risk of being used to evade tax.

Specify the type provided in the domestic law: \_\_\_\_\_

Financial Institution resident in a Non-Participating Jurisdiction<sup>4</sup> under CRS. Specify the type of Financial Institution resident in a Non-Participating Jurisdiction below:

(a) Investment Entity and managed by another Financial Institution<sup>5</sup>.

<sup>5</sup> The managing Financial Institution must be a Financial Institution other than an Investment Entity type b

If you have ticked this box please indicate the name of the *Controlling Person(s)*.

Full Name of any Controlling Person(s) <i>(must not be left blank)</i>

**Please also complete Part V below providing further details of any ultimate Controlling Persons who are natural persons.**

- (b) Other Investment Entity
- (c) Other Financial Institution, including a Depository Financial Institution, Custodial Institution, or Specified Insurance Company.

**5.2** If the entity is an *Active Non-Financial Entity* ("NFE") please tick this box.

Specify the type of NFE below:

Corporation that is regularly traded or a related entity of a regularly traded corporation.

Provide the name of the stock exchange where traded: \_\_\_\_\_

If you are a related entity of a regularly traded corporation, provide the name of the regularly traded corporation:

\_\_\_\_\_

Governmental Entity, International Organization, a Central Bank, or an Entity wholly owned by one or more of the foregoing

Other Active Non-Financial Entity

**5.3** If the entity is a *Passive Non-Financial Entity* please tick this box.

If you have ticked this box please indicate the name of the *Controlling Person(s)*.

Full Name of any Controlling Person(s) <i>(must not be left blank)</i>

**Please complete Part V below providing further details of any ultimate Controlling Persons who are natural persons**

### Entity Declaration and Undertakings

I/We 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/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities.

Authorised Signature: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Date: (dd/mm/yyyy): \_\_\_\_\_

Date: (dd/mm/yyyy): \_\_\_\_\_

## PART IV: Controlling Persons

(please complete for each Controlling Person)

### Section 6 – Identification of a Controlling Person

#### 6.1 Name of Controlling Person:

Family Name or Surname(s):

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First or Given Name:

---

Middle Name(s):

---

#### 6.2 Current Residence Address:

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

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Line 2 (e.g. Town/City/Province/County/State)

---

Country:

---

Postal Code/ZIP Code:

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#### 6.3 Mailing Address: (please complete if different from 8.2)

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

---

Line 2 (e.g. Town/City/Province/County/State)

---

Country:

---

Postal Code/ZIP code:

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#### 6.4 Date of birth (dd/mm/yyyy)

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#### 6.5 Place of birth

Town or City of Birth

---

Country of Birth

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#### 6.6 Please enter the legal name of the relevant entity Account Holder(s) of which you are a Controlling Person

Legal name of Entity 1

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Legal name of Entity 2

---

Legal name of Entity 3

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**Section 7 – Country of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent (“TIN”)**

Please complete the following table indicating:

- (i) where the Controlling Person is tax resident;*
- (ii) the Controlling Person’s TIN for each country indicated; and,*
- (iii) if the Controlling Person is a tax resident in a country that is a Reportable Jurisdiction(s) then please also complete **Section 10 “Type of Controlling Person”**.*

*If the Controlling Person is tax resident in more than three countries please use a separate sheet*

	Country/countries of tax residency	Tax reference number type	Tax reference number (e.g. TIN)
1			
2			
3			

**If applicable, please specify the reason for non-availability of a tax reference number:**

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## Section 8 – Type of Controlling Person

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person's Status by ticking the appropriate box.	Entity 1	Entity 2	Entity 3
a. Controlling Person of a legal person – <b>control by ownership</b>			
b. Controlling Person of a legal person – <b>control by other means</b>			
c. Controlling Person of a legal person – <b>senior managing official</b>			
d. Controlling Person of a trust – <b>settlor</b>			
e. Controlling Person of a trust – <b>trustee</b>			
f. Controlling Person of a trust – <b>protector</b>			
g. Controlling Person of a trust – <b>beneficiary</b>			
h. Controlling Person of a trust – <b>other</b>			
i. Controlling Person of a legal arrangement (non-trust) – <b>settlor-equivalent</b>			
j. Controlling Person of a legal arrangement (non-trust) – <b>trustee-equivalent</b>			
k. Controlling Person of a legal arrangement (non-trust) – <b>protector-equivalent</b>			
l. Controlling Person of a legal arrangement (non-trust) – <b>beneficiary-equivalent</b>			
m. Controlling Person of a legal arrangement (non-trust) – <b>other-equivalent</b>			

**Controlling Person Declaration and Undertakings**

I acknowledge that the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) 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 [I/the Controlling Person] may be tax resident pursuant to international agreements to exchange financial account information.

I certify that I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates.

**I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**

I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** If you are not the Controlling Person please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity: \_\_\_\_\_

## 5. DECLARATION OF BENEFICIAL OWNERSHIP FOR CORPORATE INVESTORS

**Beneficial owner means:**

**In case of a corporate body –**

Every person who directly or indirectly, for his own account and not as a nominee for any third party, owns or has an effective interest of 20% or more of the shareholding or voting rights of the corporate body is considered as a beneficial owner thereof.

Where the person owns the shares for the benefit of another party, that party is deemed to be the beneficial owner of those shares. Accordingly, details of the beneficial owner(s) who are 'natural persons' will have to be provided.

### In case of a trust

For a trust, details of the settlor(s) (i.e. the provider of the funds/assets in the trust) will have to be furnished in the attached template.

### In case of a partnership

For a partnership, details of individual(s) owning 10% or more of a partnership will have to be provided on the attached template.

## DECLARATION OF BENEFICIAL OWNERSHIP

Name of Investor

## Legal Status

Certificate of incorporation/registration number

Business Registration number

Date of incorporation/registration number

Country of incorporation

I/we herein acting on behalf of the above-named investor hereby declare that the beneficial owner(s) of the investor is/are strictly limited to the person(s) revealed in the official documents duly submitted to the Warwyck Phoenix PCC in disclosing the entire shareholding structure and for KYC purposes.

The beneficial owner(s) has/have appointed ultimate shareholder/nominee shareholder/settlor/partner/founder to act for their account or hold shares as nominees on their behalf as per details below:

Details of Beneficial Owners	NIC / Passport	Residential Address	Nationality	Effective Interest (%)
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I/We acknowledge that there is no need to provide:

- The details of any of the ultimate shareholders(s)/beneficial owners if they own the shares through a company that is listed on a recognized stock exchange;
- The details of any of the ultimate shareholders(s)/beneficial owners if the investor is controlled or owned by 50% or more by another company which is itself on a recognized stock exchange.

I/We hereby certify that the information provided here above is complete, true and accurate. I/We are aware of the true identity of the beneficial owners and undertake to inform Warwyck Phoenix PCC forthwith of any subsequent changes brought to the customer's beneficial ownership.

**TITLE** (Director/Secretary/Sole Director/Trustee/Power of Attorney)

**TITLE** (Director/Secretary/Sole Director/Trustee/Power of Attorney)

**COMPANY SEAL**

**FULL NAME**

**FULL NAME**

**SIGNATURE**

**SIGNATURE**

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## 6. DOCUMENTS REQUIRED

All Subscribers are requested to provide the documents listed below, depending on the type of investor applicable to them. Please note that the Fund reserve the right to request such further information as is necessary to verify the identity of a Subscriber.

### Companies

1. Certified true copy\* of certificate of incorporation or registration or other document-evidencing establishment.
2. Certified true copy\* Memorandum & Articles of Association / Constitutional documents.
3. Any two directors of applicant and individual beneficial owners to provide:
  - (i) Certified true copy\* of current valid passport as mentioned above for individuals; and
  - (ii) A proof of address as mentioned above for individuals.
4. Certified true copies\* of the duly signed and dated registers of directors and shareholders;
5. For immediate and intermediate corporate shareholder of the applicant holding 25% or more of the share capital;
  - (i) Certified true copy\* of Certificate of Incorporation; and
  - (ii) Certified true copy\* of register of directors and shareholders.
6. Latest set of accounts (audited if applicable);
7. Original certified true copy\* of certificate of Good Standing/Current Standing not older than 3 months; and
8. List of all authorised signatories with specimen signatures, certified by the company secretary.

### Financial Institutions

1. AML Letter
2. AML Questionnaire
3. List of all authorised signatories with specimen signatures, certified by the company secretary
4. Certified true copy\* of certificate of incorporation or registration or other document-evidencing establishment.
5. Certified true copy\* of regulatory licence(s).

### Trusts

1. Due diligence documents as indicated above for individuals of all the principals of the trust (trustees, beneficiaries<sup>1</sup>, settler, protector, enforcer);
2. Certified true copy\* of the trust deed or pertinent extract thereof;
3. Certified true copy\* of the registration of the trust where applicable;
4. Details of registered office and place of business of the trustee;
5. Latest set of accounts; and
6. For corporate trustees:
  - i. certified true copy\* of certificate of incorporation or registration or other document evidencing establishment;
  - ii. certified true copies\* of registers of directors and secretaries;
  - iii. certified true copy\* of current valid passport of at least two directors as mentioned above for Individuals; and
  - iv. List and signature card of all authorised signatories certified by the company secretary.

### Partnerships

1. For limited partners owing more than 25%, we will require documents mentioned above for individuals and companies as applicable;
2. Certified true copy\* of the partnership deed/agreement Latest set of accounts for the partnership;
3. Details of registered office and place of business of the partnership;
4. Certified true copy\* of the registration of the partnership where applicable;
5. Document showing the name of the general partner and limited partners (with percentage holdings);
6. For the general partner(s) (if individuals): same as for Individual mentioned above;
7. For the general partner(s) (if corporate): same as for Companies mentioned above; and
8. List and Signature card of all authorized signatories.

The list above is not exhaustive and can be changed from time to time as required by Mauritius laws and regulations. The copies have to be certified by persons mentioned below (see note \*). Apart from the documents mentioned above, we may request you to provide more details and documents when required.

<sup>1</sup> Where the beneficiaries are discretionary, the due diligence documents must be submitted upon making a distribution.

All document copies in English and French language (certified English translation of all or any of the documents herewith must be provided to the Fund, if the same are in any other language) must be certified by an authority entitled to certify such documents (\*), e.g. a lawyer, notary, actuary or an accountant holding a recognised professional qualification, director or secretary of a regulated financial services business in Mauritius or in an equivalent jurisdiction, a Commissioner of Oath or a bank manager.

The request for information may be reduced where the Subscriber is a regulated financial services business based in Mauritius or in an equivalent jurisdiction (i.e. subject to the supervision of a public authority for AML/CFT purposes) or in the case of public companies listed on a recognized Stock /Investment Exchanges or in the case of government administrators/enterprises and statutory bodies or in the case of a pension, superannuation or similar scheme that provides retirement benefits to employees.

Any Subscriber applying as a nominee for and on behalf of a beneficiary investor must submit the applicable documents as mentioned above for individuals not only with respect to its own status as nominee but also with respect to the beneficiary investor. The Fund shall recognize the subscription only on being fully satisfied with the completeness, accuracy and authenticity of the documents on record.

In the event that enhanced due diligence measures are applied, additional information may be required from Subscribers.

**Note \*: Where the documentary not in an original form is provided, it should be an exact copy of the original document certified by one of the following:**

- i. **A lawyer, notary, actuary, an accountant holding a recognised professional qualification or director of regulated banks and financial institutions.**
- ii. **A senior employee of an embassy or consulate of the country of issue of identity documentation.**

**In addition, it is very important that the form of the certification or the copy of the identification document meet the following requirements:**

- i. **The certification must state that the document is a "True Copy".**
- ii. **The certification must include the date, professional status, full name, signature, address and telephone number of the person certifying the documents.**