

# Marlborough

International

## APPLICATION FORM

To: EPEA Fund Services (Guernsey) Limited (the “*Administrator*”)  
Re: Marlborough International Fund PCC Limited (the “*Company*”)  
Suites 7 & 8  
Fourth Floor  
Windsor House  
Le Pollet  
St Peter Port, Guernsey C.I.  
GY1 1WF  
Fax: + 44 (0) 1481 748956  
Tel: + 44 (0) 1481 748955  
Email: [investor@epicpea.com](mailto:investor@epicpea.com)

### Completion Instructions:

- A. Please use BLOCK CAPITALS.
- B. Complete Parts 1, 2 and 6 and either Part 3 or Part 4, as applicable.
- C. Prior to lodging the form, contact the *Administrator* on 44 (0) 1481 748955 to obtain Deal Reference Number(s) for each relevant *Fund* application.

### PART 1. Application and Payment by SWIFT or Telegraphic Transfer

I/We the undersigned, in relation to the Cell(s) identified below (each a “*Fund*”), hereby apply to subscribe for Participating Redeemable Preference Shares in the specified Cell(s) of the *Company* (“*Fund Shares*”) on the terms of the *Company’s* current *Scheme Particulars* and current *Supplemental Scheme Particulars*, which I/we acknowledge having received and read, and undertake to have settled funds as specified below paid in full by telegraphic transfer (as set out overleaf), for value by 5 p.m. (Guernsey time) one Business Day preceding the relevant Dealing Date for this application.

#### Details of your subscription:

FUND		Amount Remitted:	Deal Ref++:
Marlborough Defensive Cell	USD (\$)	.....	
Marlborough Cautious Cell	USD (\$)	.....	
Marlborough Balanced Cell	USD (\$)	.....	
Marlborough Adventurous Cell	USD (\$)	.....	

++ *To be supplied by Administrator*

In respect of Class A Participating Shares minimum investment is £1,000 or USD equivalent per *Fund*;  
In respect of Class F Participating Shares minimum investment is £1,000 or USD equivalent per *Fund*;  
In respect of Class C Participating Shares minimum investment is £1,000,000 or USD equivalent per *Fund*;  
In respect of Class P Participating Shares minimum investment is £5,000,000 or USD equivalent per *Fund*;  
and

Minimum additional investment for any Class of Shares is £1,000 or USD equivalent per *Fund*.

Please indicate here Class of Shares you are subscribing for

.....

**Routing instructions for telegraphic transfer** (select by currency): one payment for each Fund.

Please ensure your surname/company name is quoted by the remitting bank.

	<u>USD (\$)</u>
<b>Bank:</b>	<b>Butterfield Bank (Guernsey) Limited</b>
<b>SWIFT:</b>	<b>BNTBGGXXXX</b>
<b>IBAN</b>	**
<b>Correspondent Bank:</b>	<b>Bank of New York Mellon</b>
<b>SWIFT</b>	<b>IRVTUS3NXXX (Fedwire: 021000018)</b>
<b>Account Name:</b>	*
<b>Account No.:</b>	<b>8901213829</b>
<b>Deal Reference No(s):</b>	++

\*\* Required Fields – see details below                      ++ *To be supplied by the Administrator*

\* **Account Name**

**EPEA Fund Services Limited re Marlborough Defensive Cell, a Cell of Marlborough International Fund PCC Limited, client monies account**

\*                      EPEA Def Clt Ac  
\*\* IBAN:                      GB54BNTB60839870027569  
Account No.                      70027569

**EPEA Fund Services Limited re Marlborough Cautious Cell, a Cell of Marlborough International Fund PCC Limited, client monies account**

\*                      EPEA Caut Clt Ac  
\*\* IBAN:                      GB29BNTB60839870027534  
Account No.                      70027534

**EPEA Fund Services Limited re Marlborough Balanced Cell, a Cell of Marlborough International Fund PCC Limited, client monies account**

\*                      EPEA Bal Clt Ac  
\*\* IBAN:                      GB16BNTB60839870027477  
Account No.                      70027477

**EPEA Fund Services Limited re Marlborough Adventurous Cell, a Cell of Marlborough International Fund PCC Limited, client monies account**

\* EPEA Adv Clt Ac  
\*\* IBAN: GB79BNTB60839870027507  
Account No. 70027507

**PART 2. Bank which is transferring funds**

NAME OF BANK:.....

ADDRESS OF BANK: .....

.....

BANK CODE:.....

ACCOUNT NAME\*:.....

ACCOUNT NUMBER:.....

IBAN: .....

\* Please note that additional information may be requested if funds are being transferred from an account held other than in the name of the Applicant.

-----

**PART 3. Individual Applicants**

**See *Personal Due Diligence requirements A & D in Notes on Handbook Requirements***

*Include individuals acting as trustees*

NAME: .....

ANY FORMER NAMES OR OTHER NAMES USED:.....

PRINCIPAL RESIDENTIAL ADDRESS: .....

.....

DATE & PLACE OF BIRTH.....

NATIONALITY.....

OCCUPATION AND EMPLOYER .....

.....

PASSPORT/ID NUMBER.....

TAX RESIDENCE.....

TELEPHONE:.....FACSIMILE: .....

EMAIL: .....

- Tick here if a joint application and attach a *Subscription Agreement* with Parts 3 and 6 completed by other joint applicant(s). The Administrator will usually only correspond with the first named applicant.**

NAMES OF OTHER JOINT APPLICANTS .....

.....

- Tick here if applying as a trustee. Other individual trustees should complete as a joint applicant.**

NAME OF TRUST: .....

-----

**PART 4. Corporate Applicants**

*Including partnerships and corporations acting as trustees*

**Corporate Details**

COMPANY/PARTNERSHIP NAME: .....

ANY PREVIOUS NAME .....

REGISTERED ADDRESS: .....

.....

BUSINESS ADDRESS (if different): .....

.....

PLACE AND DATE OF INCORPORATION: .....

REGISTERED NUMBER: .....

NAME OF REGULATOR (if applicable).....

COMPANY/PARTNERSHIP ACTIVITY: .....

.....

TELEPHONE: ..... FACSIMILE: .....

EMAIL: .....

**Corporate Status (refer to *Corporate Due Diligence* requirements, as lettered, in *Notes on Handbook Requirements*)**

We hereby certify in connection with the acquisition and disposal of shares or units in collective investment schemes managed or administered by the *Administrator* that **(tick box that applies)**:

- (B) We are a company, or a subsidiary of a company, listed on a *Regulated Market*.
- (B) We are a collective investment scheme regulated by the Commission.
- (C) We are an *Appendix C Firm*, regulated by the *Regulator* shown above. We comply with the Anti-Money Laundering Requirements of our country of domicile and of the *Regulator* and, in particular we:
  - a) confirm that the account will only be operated by us and we have ultimate effective control over our investment in the *Fund*. You may therefore regard us as your customer in accordance with the terms of Chapter 6 of the *Handbook*.
  - b) confirm that we have appropriate risk-grading procedures in place to differentiate between *CDD* requirements for high and low risk relationships; and
  - c) give assurance that we conduct appropriate and effective *CDD* procedures in respect of our customers, including enhanced *CDD* measures for Politically Exposed Persons and other high risk relationships;
- (D) We are acting as corporate trustees.
- (E) None of the above applies.

**Authorised Signatories (Corporate Bodies only)**

The following individuals are authorised to give instructions on the account (alternatively you may enclose a *Certified Copy* of a corporate resolution which list the *Authorised Signatories* or a *Certified Copy* of your *Authorised Signature List*):

Name: .....Signature: .....

Name: .....Signature: .....

Name: .....Signature: .....

## **PART 5.      Declarations (apply to all applicants)**

### Data Protection Disclosure:

Personal data contained in this Application Form will be handled by the EPEA Fund Services Limited (the “Administrator”) (acting as Data Processor on behalf of the Company) in respect of the Fund in accordance with Guernsey and European Data Protection legislation; each of which are deemed to be equivalent to each other.

I/We confirm and represent that by submitting personal data to the Administrator I/We represent and warrant that I/We have read and understood the terms of the Company's Privacy Notice as set out in the application documents and have brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account I/we may act or whose personal data will be disclosed to the Administrator as a result of entering into this Subscription Application. Further, I/we confirm and represent that I/We have complied in all other respects with all relevant data protection laws (such as The EU Data Protection Directive (95/46/EC), the Data Protection (Bailiwick of Guernsey) Law, 2017, the Electronic Communications Data Protection Directive (2002/58/EC), and the EU's General Data Protection Regulation (2016/679/EC) (collectively the “Data Protection Laws”) in respect of disclosure and provision of personal data to the Administrator.

Where I/We act for or on account of an underlying data subject, I/We shall, in respect of the personal data I/We process in relation to or arising out of this Application Form:

- (a) Comply with the Data Protection Laws;
- (b) Take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
- (c) If required, agree with the Administrator the responsibilities of each such entity as regards relevant data subjects’ rights and notice requirements; and
- (d) Immediately on demand, fully indemnify the Administrator and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business, and reputation), actions, proceedings, and liabilities of whatsoever nature arising from or incurred by the Administrator in connection with any failure by me/us to comply with the provisions of this statement.

I/We confirm and represent that I/we have read and understood the Data Protection Statement contained in the Company’s Prospectus dated 25 February 2019.

I/We hereby consent to the processing of my/our information and the disclosure of my/our information to any company or agency where such disclosure is required for the Company’s operations or where disclosure is essential for the fulfilment of the Company’s legal obligations.



To: The *Fund* and the *Administrator*

I/We confirm and represent:

- 5.1 that I/we agree with the terms of this Application Form, including the supplied *Notes on Handbook Requirements*, (together, the "*Subscription Agreement*") and also agree to be bound by the *Company*'s current Prospectus together with any appendices thereto current at the date of this subscription (together, the "*Scheme Particulars*"). If this Subscription Agreement covers applications for two or more *Funds*, its effect is to act as a separate agreement in respect of each *Fund* and the various confirmations, representations, warranties and statements herein are to be regarded as made severally in respect of each *Fund*.
- 5.2 that I am/we are 18 years of age or over (if relevant) and am/are aware of the risks involved in investing in the *Fund*. I/We further confirm that I am/we are not a US Person (as defined in the *Scheme Particulars*) and am/are not acquiring *Fund Shares* as a nominee for a United States Person, nor do I/we intend selling or transferring any *Fund Shares* which I/we may purchase to any United States Person. I/we have taken due note of the Directors' powers in respect of Non-Qualified Persons (including US Persons) set out in the *Scheme Particulars*.
- 5.3 that if I am/we are signing the *Subscription Agreement* on behalf of a *Corporate Body* I/we have due authority to do so on behalf of that *Corporate Body* and that the *Corporate Body* will be bound accordingly and will be deemed also to have given the confirmations, declarations and undertakings contained in the *Subscription Agreement*;
- 5.4 that I am/we are aware that no action may have been taken to permit a public offer in my/our jurisdiction and that, if the laws of any territory or jurisdiction outside Guernsey are applicable to my/our application, I/we have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with my/our application in any relevant territory and that I/we have not taken any action or omitted to take any action which will result in the *Fund* or its agents or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside Guernsey in connection with the Offer for Subscription or my/our application;
- 5.5 that I was/we were not in the United States at the time any *Fund Shares* were offered to me/us or when I/we executed the *Subscription Agreement*.
- 5.6 that I am/we are not resident for tax purposes in the Bailiwick of Guernsey and that the *Fund Shares* have not been offered to me/us as members of the public in Guernsey.
- 5.7 that the *Administrator* and the *Fund* are each hereby authorised and instructed to accept and execute any instructions in respect of the *Fund Shares* to which this subscription relates given by me/us in written form by mail or by facsimile. If the instructions are given by me/us by facsimile, I/we undertake to confirm them in writing by mail. I/We hereby agree to indemnify each of the *Administrator* and the *Fund* and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions.
- 5.8 that the *Administrator* and the *Fund* may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
- 5.9 that, having received, understood and considered a copy of the *Scheme Particulars*, this subscription is based solely on the *Scheme Particulars* and the material contracts therein referred to, together (where applicable) with the most recent audited annual report of the *Fund* and (if issued after such report) its most recent un-audited half-yearly report and that I am/we are not relying on any representations made by placement agents or other third parties. I/we agree in accordance with the *Scheme Particulars* that any

liability to me in respect of a particular *Fund* will be satisfied only out of the assets of that particular *Fund*.

- 5.10 that I/we have noted that the *Administrator* is licensed under the provisions of the *POI Law*.
- 5.11 that all documents and moneys sent by post to me/us, by or on behalf of the *Fund* or any of its Agents will be sent at my/our risk and, in the case of documents, may be sent to me/us at my/our address (or in the case of joint holders, the address of the first-named holder) as set out in the *Subscription Agreement*;
- 5.12 that I/We acknowledge that an investment in the *Fund* involves special risks as described in the *Scheme Particulars* that could lead to a loss of all or a substantial portion of any investment made.
- 5.13 that I/we have taken due note of the *Administrator's* policy in respect of return of funds to the bank account from which they originated (see General Notes below).
- 5.14 that I/we have noted that the *Fund's* shares are non-certificated and that a confirmation will be issued detailing the number of *Fund Shares* subscribed for and a reference number, including a personal account number, relating to the subscription.

I/We undertake:

- 5.15 to provide the above confirmations/representations to the *Fund* at such times as the *Fund* or the *Administrator* may request, and to provide on request such certifications, documents or other evidence as the *Fund* or the *Administrator* may reasonably require to substantiate such confirmations/representations.
- 5.16 to notify the *Administrator* immediately if I/we become aware that any of the confirmations/representations in this *Subscription Agreement* are no longer accurate and complete in all respects.
- 5.17 to supply all documents necessary for the *Administrator* to satisfy the requirements of the *Regulations* and the *Handbook*. Details are provided in the *Administrator's* current *Notes on Handbook Requirements* which accompany the *Subscription Agreement*, receipt of which is hereby acknowledged.

**PART 6. Signatures (all applicants to sign)**

By signing below:

- (a) I/We confirm that the subscription is made on the terms and conditions set out herein including the *General Notes* and the *Notes on Handbook Requirements* current as at the date hereof.
- (b) I/We certify the above information to be true and correct and that I/We will supply all required information with my/our application.
- (c) I/We confirm that, if the *Administrator* accepts further subscriptions into the *Fund*, the above information, statements, confirmations and representations may be relied upon in the absence of any changes advised to the *Administrator*.

SIGNATURE: ..... SIGNATURE: .....

NAME (BLOCK CAPITALS): ..... NAME (BLOCK CAPITALS): .....

.....

POSITION (if applicable) ..... POSITION (if applicable) .....

.....

DATE: ..... DATE: .....

**Please mail the original of this form to the *Administrator*; if you send a facsimile copy please also mail the original to the *Administrator*.**

## General Notes:

- 1: To be effective, this application must be received by EPEA Fund Services (Guernsey) Limited re Marlborough International Fund PCC Limited, Suites 7&8, Fourth Floor, Windsor House, Le Pollet, St Peter Port, Guernsey C.I. GY1 1WF.
- 2: To be valid, *Subscription Agreements* must be in the name(s) of and signed by each applicant if there is more than one applicant. In the case of a partnership, all partners must sign, and in the case of a corporate client *Authorised Signatories* should sign.
- 3: If the *Subscription Agreement* is signed under a power of attorney, such power of attorney or a duly *Certified Copy* thereof must accompany the *Subscription Agreement*.
- 4: Measures aimed towards prevention of money laundering will require a subscriber to supply certain identity information and verification of that information. This obligation is absolute but may vary in accordance with the applicable criteria set by the Guernsey Financial Services Commission from time to time in accordance with the *Handbook*. All subscribers must provide as a minimum the documentation set down in the Administrator's current *Notes on Handbook Requirements*, supplied separately but forming part of the *Subscription Agreement*. *Fund Shares* will not be allocated to any application not including the required documentation.
- 5: If this form is not fully completed to the satisfaction of the *Administrator* (including the provision of any additional information or documents the *Administrator* in its absolute discretion requires), the *Subscription Agreement* may not be accepted.
- 6: It is the usual requirement of the *Administrator* that funds will only be returned on redemption to the bank and the bank account from which the original funds for investment originated. If for any reason this is not possible, or if a subscriber wishes to change the details for payment, the *Administrator* reserves the right to make further due diligence enquiries to satisfy itself that the change in details is acceptable. For this reason, any change in bank account details may result in delays in payment of redemption proceeds. Subscribers are advised to inform the *Administrator* well in advance of this eventuality.
- 7: For the purposes of the *Subscription Agreement* collective investment schemes which are exempt from tax in Guernsey are regarded as non-resident for tax purposes in the Bailiwick of Guernsey.
- 8: Terms defined in the *Subscription Agreement* including terms defined in the *Notes on Handbook Requirements* are shown in italics. Terms not otherwise defined in the *Subscription Agreement* or in the *Notes on Handbook Requirements* shall have the meaning given to them in the *Scheme Particulars*.

## **Notes on Handbook Requirements**

## Notes on Handbook Requirements

Defined terms (see the Definitions below) are Capitalised and shown in *italics*

In order to comply with the *Handbook*, subscribers must provide identification information to the *Administrator* and verification of that information. The *Administrator* will require identification and verification under one or more of Sections A, B, C, D or E below. This is referred to as Customer Due Diligence or *CDD*. If you have any difficulties with providing this you should contact the *Administrator* at the address shown. The *Administrator* reserves the right to seek further information and documents at its own discretion. **This may result in subscribers being issued *Fund Shares* on a dealing day subsequent to the dealing day on which they initially wished them to be issued or in delays in payment of redemption proceeds for *Fund Shares*.**

The Definitions at the end of these notes should be referred to when deciding exactly what you will need to supply. In case of doubt please ask the *Administrator*.

Original documents or *Certified Copies* must always be supplied. All documents must be current (i.e. less than 3 months old) or, as relevant, must not have expired (e.g. in the case of identity documents).

### Individuals (Personal Due Diligence)

Where individuals are applying jointly, this information must be provided for each of the individuals.

1. An official document bearing the individual's photograph, such as a passport, driver's licence or government identity document, or a *Certified Copy* of the main photograph page if the original is not being provided. This must enable the *Administrator* to verify the individual's:
  - a) full name
  - b) date and place of birth
  - c) official identity number, and
  - d) nationality
2. A recent bank statement or utility bill in the name of the individual, or a *Certified Copy* thereof, to confirm the individual's principal residential address; equivalent documents may be acceptable – please ask the *Administrator* if in doubt.
3. The individual should supply details of their occupation and employer, and of any former names (e.g. maiden name) used.
4. The certifier is required to sign and date the copy document and provide *Adequate Information* so that contact can be made with the certifier in the event of a query.

### Appendix C Firm

1. *Written confirmation* of the status of the firm; and
2. An *Authorised Signature List*.

### Company listed on a *Regulated Market* (includes subsidiaries); collective investment scheme regulated in Guernsey.

1. *Written confirmation* of listing on the *Regulated Market* or regulation in Guernsey; and
2. An *Authorised Signature List*.

### For Trusts - personal or corporate trustees (*Trust Due Diligence*)

1. *Certified Copy* of the Trust Deed (or extracts giving sufficient detail to identify the parties to the Trust) including the signature/seal pages;
2. *Personal Due Diligence* or *Corporate Due Diligence*, as appropriate, on the parties involved; and
3. A description of the nature and purpose of the Trust.

Note: The parties to the Trust include the trustee(s), the settlor, the protector (if any) and named beneficiaries. Similar documents will be required for Foundations – ask the *Administrator* for details.

## For all other Corporate Bodies

1. A *Certified Copy* of:
  - a) The *Corporate Body's* certificate of incorporation or equivalent such as a partnership certificate, including date of incorporation and any registered number, if applicable;
  - b) Any name changes, if applicable;
  - c) The *Corporate Body's* Memorandum and Articles of Incorporation or equivalent document, such as a partnership deed;
  - d) A list of all directors/partners etc.; details of the company secretary and of any other persons having a *large shareholding* or having ultimate or effective control over the *Corporate Body*;
  - e) The share register or equivalent (to establish existence of any *large shareholdings*);
2. An *Authorised Signature List*; and
3. The *Corporate Body's* head office and registered address, suitably verified (if not provided under 1.a) above).

All individuals who are directors, *Authorised Signatories*, large shareholders and controllers must provide *Personal Due Diligence*. If the any of these parties is a *Corporate Body*, *Corporate Due Diligence* will also be required on that body. If any of these parties is a trust, *Trust Due Diligence* will be required.

Each certifier is required to sign and date the copy document and provide adequate information so that contact can be made with the certifier in the event of a query. This information may be provided either on the certified document or attached to that document by way of email or other record, which accompanies the certified document.

### **Additional notes on certification:**

- Proof of Address documentation must be dated within the last three months
- Certification must be on the document being certified (i.e. not an a separate page)
- Certification must be current (i.e. dated within the last three months)
- Electronic documentation is not acceptable (i.e. an electronic utility bill sent via email)
- Documents in a foreign language must be translated (with the name and email address of translator included)
- Original Documents (i.e. original bank statement or utility bill) do not need to be certified
- Proof of address documentation must be the individual's residential address (i.e. not an office/work address)
- PO Box addresses are not acceptable as proof of address
- Mobile phone bills are not acceptable as proof of address

## Privacy Notice

EPEA Fund Services (Guernsey) Limited is a company incorporated in Guernsey with limited liability (registered no. 37106, registered office: Suites 7&8, Fourth Floor, Windsor House, Le Pollet, St Peter Port, Guernsey C.I. GY1 1WF) and is licensed by the Guernsey Financial Services Commission in respect of investment business pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended) and for fiduciary business pursuant to the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2000 (as amended).

EPEAFS is part of the EPEA group of companies (EPEA group), which comprises a number of separate companies undertaking business in various jurisdictions. For further details of companies within the group, please see our website, [www.epicpea.com](http://www.epicpea.com)

EPEA Fund Services (Guernsey) Limited (EPEAFS, the Firm, we, us or our) is committed to protecting your privacy. This Privacy Policy explains how we collect and look after your personal data and tells you about your privacy rights and options.

It is important that you read this Privacy Policy together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This Privacy Policy supplements any such privacy notices and is not intended to override them.

Please also refer to our Cookie Policy, which explains how we use cookies and other web tracking devices via our website.

### **1. Who is responsible for your personal data?**

EPEAFS is the controller of and responsible for your personal data.

### **2. What personal data do we collect?**

We may collect the following personal data from you:

- identity and contact information (including your name, job title, address, telephone number, mobile phone number, fax number and email address and, if you have one, your username and password for our website);
- technical data (including [internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website);
- usage data (including information about how you use our website, products and services);
- marketing and communications data (including your preferences in relation to receiving marketing materials from us and related parties and your communication preferences);
- information collected from publicly available resources, integrity databases and credit agencies; and
- details of your visits to our premises or telephone calls with members of our staff.

This personal information may, from time to time, include personal data about your membership of a profession or trade association and details of any criminal record you may have.

In certain cases, we may also collect what is known as “Special Categories” of information. Our money laundering, sanctions, financial crime, and fraud prevention checks sometimes result in us obtaining information about actual or alleged criminal convictions and offences, as well as in respect of Politically Exposed Persons.

You are not obliged to provide us with your information where it is requested but we may be unable to provide certain products and services or proceed with our business relationship with you if you do not do so. Where this is the case, we will make you aware.



### **3. How is your personal data collected?**

We primarily collect your Personal Data from the following sources:

1. from information which you or your authorised representative gives to us, including but not limited to:
  1. Client agreements, applications, or other materials you submit to us during the course of your relationship with us;
  2. your interactions with us, transactions and use of our services (including but not limited to the use of our website and email system);
  3. your business dealings with us, including via email, telephone, or as stated in our contracts with you;
  4. our online client platform; depending on the products or services you require, third parties (including for credit and money laundering checks, among other things); and
  5. recording and monitoring tools that we use for compliance or security purposes (e.g. recording of telephone calls, monitoring emails, etc.).
2. Personal Data we receive from you or any third party sources which may include:
  1. entities in which you or someone connected to you has an interest;
  2. your legal and/or financial advisors;
  3. other financial institutions who hold and process your Personal Data to satisfy their own regulatory requirements;
  4. credit reference agencies and financial crime databases for the purposes of complying with our regulatory requirements; and
  5. information collected via website (including cookies and IP addresses).

We may also collect and process your Personal Data in the course of dealing with advisors, regulators, official authorities, and service providers by whom you are employed or engaged or for whom you act.

### **4. How and for which purposes will we use your personal data?**

We will only use your personal data when the law allows us to do so. Most commonly, we will use your personal data in the following circumstances:

- where we need to perform the contract we are about to enter into or have entered into with you or your organisation;
- where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; or
- where we need to comply with a legal or regulatory obligation.

In addition, the processing may be based on your consent where you have expressly given that to us.

We may use your personal data for the following purposes only (being permitted purposes):

- managing and administering your or your organisation's business relationship with EPEAFS;
- compliance with our legal and regulatory obligations (such as record keeping obligations), compliance screening or recording obligations;
- analysing and improving our services and dealings with you or your organisation;
- protecting the security and access to our premises, website IT and communication systems and other systems;
- to comply with court orders and exercise and/or defend our legal rights; and
- for any other purpose that is related to or ancillary to the above or for which your personal data has been provided to us.
- communicating with you, including by sending you marketing communications regarding our products or services.

Where required, we will only send you marketing communications where you have opted-in and will provide you with the opportunity to opt-out at any time if you no longer wish to receive marketing communications from us.

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

We will not use your personal data for taking any automated decision affecting you or creating profiles other than described above.

We may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

Please let us know if any of your Personal Data (including correspondence details) changes as soon as possible. Failure to provide accurate information or to update changed information may have a detrimental impact upon services. Failure to provide information where the same is required for anti-money laundering, pursuant to automatic exchange of information agreements, or other legal requirements means we may not, or may no longer, be able to accept you as a client.

#### **5. With whom will we share your personal data?**

We may share your personal data with the following parties and in the following circumstances:

- other companies in the EPEA group, acting as processors, where required for the purposes of providing products or services to you or your organisation and for administrative, billing and other business purposes;
- organisations providing services for money laundering checks and other fraud and crime prevention purposes;
- courts, law enforcement authorities, regulators or attorneys or other parties where it is reasonably necessary for the establishment, exercise or defence of a claim or for the purposes of a confidential alternative dispute resolution process;
- third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets or to whom we may assign or novate any of our rights or obligations;
- third party service providers, to process personal data for one or more of the permitted purposes on our behalf and in accordance with our instructions – we will use appropriate safeguards as required by applicable law to ensure the integrity and security of your personal data when engaging such service providers.

We will otherwise only disclose your personal data when you direct us or give us permission to do so, when we are required by applicable law or regulation to do so, or as required to investigate actual or suspected criminal or fraudulent activities.

We will not share your personal data with any company outside the EPEA group of companies for marketing purposes unless we first obtain your express opt-in consent.

#### **6. International transfers of personal data**

Like many international organisations, we may transfer your information to locations outside the European Economic Area (which for the purposes of this Privacy Notice includes the Bailiwicks of Guernsey and Jersey, the “EEA”).

Where we transfer your information outside of the EEA, however, we will ensure that the transfer is subject to appropriate safeguards in accordance with data protection laws. Often, these safeguards include contractual protections.

## **7. Keeping personal data secure**

We will take appropriate technical and organisational measures to keep your personal data confidential and secure in accordance with our internal procedures covering the storage, disclosure of and access to personal data. Personal data may be kept on our IT systems, those of our contractors and service providers or in paper files.

## **8. For how long will we retain personal data?**

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory accounting, or reporting requirements, or until you withdraw your consent (where applicable), and provided that in each case we are not legally required or otherwise permitted to continue storing such data.

## **9. Your rights**

Under certain circumstances and subject to certain legal conditions, you have the right:

- to request a copy of the personal data about you which we hold;
- to have any inaccurate personal data corrected;
- to request erasure of your personal data; and
- to object to or restrict our processing of your personal data.
- You may also make a complaint if you have a concern about our handling of your personal data.

If you wish to exercise any of the rights set out above or make a complaint, please send an email to [EPEprivacy@epicpea.com](mailto:EPEprivacy@epicpea.com). We may request specific information from you to confirm your identity, in order for us to comply with our security obligations and to prevent unauthorised disclosure of data. You will not usually have to pay a fee to access your personal data, but we reserve the right to charge you a reasonable administrative fee for (or we may refuse to comply with) any manifestly unfounded or excessive requests or any additional copies of the personal data you request from us.

We will respond to all legitimate requests in a timely manner. If you are not satisfied with our response, may take your complaint to the Guernsey Office of the Data Protection Authority, the Guernsey supervisory authority for data protection issues (<https://odpa.gg>) and/or a supervisory authority in the EU member state of your usual residence or place of work or of the place of the alleged breach.

## **10. Changes to this Privacy Policy and Updating Your Personal Data**

This Privacy Policy was last updated in August 2020. We reserve the right to update and change this Privacy Policy from time to time in order to reflect any new legal requirements or any changes to the way in which we process your personal data, by publishing the updated Privacy Policy either on our website or in some other way. The changes will take effect as soon as they are published.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data (including your email address) changes during your relationship with us or if you wish to cancel any request you have made of us, by sending an email to [info@epicpea.com](mailto:info@epicpea.com). We will not be responsible for any losses arising from any inaccurate, inauthentic, deficient or incomplete personal data that you provide to us.

## Definitions

<b><i>Adequate Information</i></b>	<ul style="list-style-type: none"> <li>- The full name of the certifier (i.e. not just the signature);</li> <li>- The location where the document was certified (e.g. St Peter Port, Guernsey);</li> <li>- The professional position or capacity held by the certifier;</li> <li>- A contact telephone number; and</li> <li>- An email address at which the certifier can be contacted.</li> </ul>
<b><i>Administrator</i></b>	EPEA Fund Services (Guernsey) Limited, which is licensed under the <i>POI Law</i> .
<b><i>Appendix C Firm</i></b>	See the definition contained in the <i>Handbook</i> ; broadly, a regulated financial services business in a reputable country, but <u>excluding</u> trustees and fiduciaries unless regulated by the <i>Commission</i> .
<b><i>Approved Signatory</i></b>	<ul style="list-style-type: none"> <li>- An embassy, consulate or high commission of the country of issue of the relevant documents;</li> <li>- A member of the judiciary, a senior civil servant or a serving armed forces, police or customs officer;</li> <li>- A lawyer or notary public, actuary or accountant who is a member of a recognised professional body;</li> <li>- A member of ICOSA;</li> <li>- A director or officer of an <i>Appendix C Firm</i>; or</li> <li>- In the case of a legal body certifying its own internal documents (excluding official documents), two Authorised Signatories.</li> </ul>
<b><i>Authorised Signature List/Signatories</i></b>	The full names and original specimen signatories of the persons authorised to operate the account (or a <i>Certified Copy</i> thereof), or as provided in the <i>Subscription Agreement</i> . Persons listed are referred to as <i>Authorised Signatories</i> .
<b><i>CDD</i></b>	Customer Due Diligence as defined in the <i>Handbook</i> and further detailed in these notes.
<b><i>Certified Copy</i></b>	<p>A copy certified as follows (if containing photographic identity):</p> <p>“I certify that this is a true copy of the original document that I have seen and the photograph contained in the document bears a true likeness to the individual named therein, who I have met.”</p> <p>For documents <u>not</u> containing photographic identity:</p> <p>“I certify that this is a true copy of the original document that I have seen.”</p> <p>by an <i>Approved Signatory</i>, which is dated and identifies the signatory and his or her position. Copies of certified documents are not acceptable.</p> <p>Copies of internal corporate documents (but not of official documents) certified by <i>Authorised Signatories</i> of a <i>Corporate Body</i> are also acceptable.</p>
<b><i>Commission</i></b>	The Guernsey Financial Services Commission.
<b><i>Corporate Due Diligence</i></b>	The documents specified in (B), (C) or (E) above, as appropriate.
<b><i>Corporate Body</i></b>	Any type of legal entity such as a company, partnership, trust, foundation etc.
<b><i>Fund</i></b>	The collective investment scheme to which the relevant application relates.
<b><i>Fund Shares</i></b>	Participating Shares or Units in the Fund.
<b><i>Handbook</i></b>	Handbook for Financial Services Businesses on Countering Financial Crime and Terrorist Financing issued by the Commission (the current version is available on the website of the Commission at <a href="http://www.gfsc.gg">www.gfsc.gg</a> ). The Handbook contains a copy of the Regulations.
<b><i>Large shareholding</i></b>	25% interest in the capital or net assets of a Corporate Body.
<b><i>Scheme Particulars</i></b>	A Fund’s Prospectus (or equivalent) as described in the Subscription Agreement, including any supplementary scheme particulars and/or appendices current at the date of the Subscription Agreement.
<b><i>Personal Due Diligence</i></b>	The documents specified in (A) above.
<b><i>POI Law</i></b>	The Protection of Investors (Bailiwick of Guernsey ) Law, 1997, as amended

<b><i>Regulated Market</i></b>	As defined in the Insider Dealing (Securities and Regulated Markets) Order, 1996, as amended; broadly the major EU stock exchanges including the LSE (but not including, for example, any US stock exchanges).
<b><i>Regulations</i></b>	The Criminal Justice (Proceeds of Crime) (Financial Services Businesses) (Bailiwick of Guernsey) Regulations, 2007, as amended.
<b><i>Regulator</i></b>	The regulatory organization to which an applicant is subject.
<b><i>Subscription Agreement</i></b>	The subscription agreement (including application form) entered into by an applicant for Fund Shares, which incorporates these notes.
<b><i>Trust Due Diligence</i></b>	The documents specified in (D) above (which may also refer to foundations).
<b><i>Written confirmation</i></b>	Includes a Certified Copy of a print-out from an official site such as <a href="http://www.gfsc.gg">www.gfsc.gg</a> which clearly identifies the firm and its status.

## **FATCA, Intergovernmental Agreements and the Common Reporting Standard – An Introduction**

Following the introduction of the USA Foreign Account Tax Compliance Act ('**FATCA**'), the Bailiwick of Guernsey has entered into Inter Governmental Agreements ('**IGAs**') with the USA and the UK for the provision of information on US citizens and residents and on UK residents holding interests in investment funds (strictly 'collective investment schemes') based in or administered in Guernsey.

- The reporting requirements for USA citizens and residents commenced in June 2015 with respect to financial information for calendar 2014.
- The reporting requirements for UK residents are due to commence in June 2016 with respect to calendar 2014 and 2015. Thereafter reports will be due annually by the end of June in each year in respect of the previous calendar year for both jurisdictions.

In 2014 Guernsey also committed to the new OECD Common Reporting Standard ('**CRS**'). With minor exceptions this has the same effect as the **IGAs** in respect of residents in all major countries in the world except the USA.

- The first returns under the **CRS** will be due in 2017 in respect of accounts in existence as at 31 December 2015 or opened since that date.

With effect from 1 January 2016 **EPEA Fund Services (Guernsey) Limited** is therefore required to obtain information from all investors so as to establish the jurisdiction(s) which will be relevant for reporting and obtain additional data for reporting purposes.

The information to be reported will in essence be the value of your holdings at the relevant cut-off date and of any amounts paid or credited to you during the year, including distributions or redemption proceeds. This information will be reported to the Guernsey authorities to be transmitted to the USA, UK or other appropriate **CRS** country.

### **Completing the Individuals Form**

Personal clients must complete the attached Form. This information is self-certified, but if there is any information in our records which suggests that you have not given accurate or complete information we reserve the right to ask for further details and we may be obliged to make a report regardless of the information provided.

If you have a joint account, each account holder should complete this form and you should indicate at the bottom the account to which this relates.

If you have any questions or any difficulty with completing the form please contact:

### **EPEA Fund Services (Guernsey) Limited**

Suites 7 & 8  
Fourth Floor  
Windsor House  
Le Pollet  
St Peter Port, Guernsey C.I.  
GY1 1WF

**T:** +44 (0) 1481 748955  
**E:** [investor@epicpea.com](mailto:investor@epicpea.com)

**Self-certification for IGA/CRS purposes**

**Individuals**

<b>Title (Mr, Mrs etc.)</b>	
<b>First or Given Name</b>	
<b>Middle Name(s)</b>	
<b>Family Name or Surname</b>	
<b>Permanent Residential Address</b>	.....
<b>City</b>	.....
<b>Country</b>	.....
<b>Postcode</b>	.....
<b>Place and Country of Birth</b>	
<b>Date of Birth</b>	_ _ / _ _ / _ _ _ _ (format (DD/MM/YYYY))
<b>Passport Number</b>	
<b>Issued by Government of</b>	
<b>Are you a USA Citizen?</b>	<b>Yes/No</b>
<b>US Tax resident?</b>	<b>Yes/No</b>
<b>If Yes to either state your Tax Identification Number</b>	(Social Security Number or other Tax Identification Number)

In which Countries (apart from the USA) are you tax resident. In each case give your tax reference number. For the UK, Jersey, Guernsey and Isle of Man only please also give your National Insurance/Social Security Number.

<b>Country</b>	<b>Tax Reference Number</b>	<b>National Insurance/Social Security Number – see above</b>

I declare that the above information is to the best of my knowledge and belief accurate and complete. I agree to inform you within 30 days of any material change in the above information.

Print full name: .....

Signature: .....

Date:.....

Joint accounts only - Account Name: .....

For reporting purposes, **corporate clients** will be categorised as either:

- A. **Financial Institutions** ('**FIs**') or
- B. **Entities** (companies, partnerships, trusts or foundations), broadly defined as Non-Financial Foreign Entities ('**NFFEs**')

The only significant exceptions to the reporting requirement are for:

1. **FIs** who will be making their own returns and have logged their intention to do so with the relevant authorities by obtaining a Global Intermediary Identification Number (**GIIN**); please complete Part I of the Form.
1. **NFFEs** who have agreed that their return will be prepared by a sponsoring **FI** (a '**Sponsored Entity**' or a '**Trustee Documented Trust**');
2. Companies whose shares are actively traded on an established securities market (**Listed Entities**); or
3. **NFFEs** which are in essence trading businesses (i.e. which derive the bulk of their income from non-investment activity) and are defined as '**Active NFFEs**' – please ask for clarification if you think this applies.

We consider it unlikely that any investors will be able to benefit from other **FATCA/CRS** exemptions, but if you think any other exemption applies to you please inform us.

Part II of the Form is for any **Entity** which is not an **FI**, and is thus defined as an **NFFE**; we are required to establish:

- a) Whether it is a '**Sponsored Entity**' or a '**Trustee Documented Trust**';
- b) If not, the nature of that **Entity** - whether it is an **Active NFFE** or, in essence, an investment holding vehicle (**Passive NFFE**);
- c) If a **Passive NFFE** whether it qualifies as a **Listed Entity**; and
- d) If not, who is a '**Controlling Person**' of that **Entity** (for example a major shareholder of a company or a beneficiary of a trust). The information to be reported will be for **Controlling Persons** in respect of their interests in the relevant investment.

For the purposes of **FATCA** and the **CRS** you are therefore required to provide us with information which will enable us to classify each **Entity** in the appropriate category and to provide the information required for reporting purposes. This information is self-certified, but if there is any information in our records which suggests that you have not given accurate or complete information we reserve the right to ask for further details and we may be obliged to make a report regardless of the information provided.

If you have any difficulty with completing the self certification form please contact us and we will endeavour to provide assistance.

### **Completing the Entities Form**

In all cases we ask you to complete a basic information section and then to give the necessary information for reporting purposes. Complete **only one part** of the form. If you are unable to certify that an entity is a '**Sponsored Entity**', a '**Trustee Documented Trust**', an **Active NFFE** or a **Listed Entity** you will be required to provide further information on any '**Controlling Persons**' by arranging for them to complete an Individual self-certification form. In this case, please contact us to agree who will be classified as a **Controlling Person** and we will send you the appropriate forms for completion.

If you have any difficulty with completing the form or have any questions please contact:



**EPEA Fund Services (Guernsey) Limited**

Suites 7 & 8

Fourth Floor

Windsor House

Le Pollet

St Peter Port, Guernsey C.I.

GY1 1WF

**T:** +44 (0) 1481 748955

**E:** [investor@epicpea.com](mailto:investor@epicpea.com)

**ONLY COMPLETE ONE PART OF THIS FORM.**

**Self-certification for IGA/CRS purposes**

**Part I – Financial Institutions**

**For the purposes of this form a Financial Institution is any Entity that has obtained a Global Intermediary Identification Number (GIIN)**

<b>Financial Institution Name</b>	
<b>Permanent Residential Address</b>	.....
<b>City</b>	.....
<b>Country</b>	.....
<b>Postcode</b>	.....
<b>GIIN</b>	

I/we declare that the above information is to the best of my/our knowledge and belief accurate and complete. I/we agree to inform you within 30 days of any material change in the above information. I/we confirm that I/we have the capacity to sign on behalf of the named Financial Institution.

Print full name(s): .....

Signature(s): .....

Capacity(ies): .....

Date: .....

**ONLY COMPLETE ONE PART OF THIS FORM.**

**Self-certification for IGA/CRS purposes**

**Part II – Other Entities**

An **Entity** is a corporate body such as a company, partnership, foundation or trust (but for these purpose excludes a **Financial Institution**)

<b>Entity Name</b>	
<b>Permanent Residential Address</b>	.....
<b>City</b>	.....
<b>Country</b>	.....
<b>Postcode</b>	.....
<b>Category of Entity</b>	Delete as applicable Company                  Partnership                  Foundation                  Trust
<b>Has a Financial Institution agreed to make returns on your behalf?</b>	Delete as applicable <b>Yes/No</b> If Yes as a:    Sponsored Entity                  Trustee Documented Trust
<b>If Yes give Name and GIIN for that Financial Institution</b>	Name:..... GIIN:.....

If you answered **Yes** above then the form is complete, and merely requires signature. If you answered **No** please complete the following.

<b>Is the Entity is an Active NFFE?</b>	Delete as applicable <b>Yes/No</b>
<b>If not, are the shares in the Entity actively traded on an established securities market</b>	Delete as applicable <b>Yes/No</b> Name of market:.....

If you answered **No** to the above questions, you are classified as a **Passive NFFE** and further information will be required on **Controlling Persons**. Please contact **EPEA Fund Services** for assistance in this case.

I/we declare that the above information is to the best of my/our knowledge and belief accurate and complete. I/we agree to inform you within 30 days of any material change in the above information. I/we confirm that I/we have the capacity to sign on behalf of the named Entity.

Print full name(s): .....

Signature(s): .....

Capacity(ies): .....

Date: .....