

Application Form For Corporate Investor(s)

of the GemCap Investment Funds (Ireland) plc (the "Company")

This application form is for client(s) investing a lump sum into the following sub-funds of the Company (the "Fund(s), each a "Fund"): GSI Global Diversified Value Fund (Class A Shares Income)

Global Systematic Investors LLP acts as investment manager to the Funds.

All capitalised terms in this form shall have the meaning ascribed to them in the prospectus for the Company as amended from time to time (the "Prospectus").

Please complete this form using black ink and BLOCK capital letters and return it completed and signed together with the relevant Anti-Money Laundering documentation (AML) to:

RBC Investor & Treasury Services,
4th Floor, One George's Quay Plaza,
George's Quay,
Dublin 2,
Ireland.

Telephone: + 353 1 4406555
Email: Dublin_TA_Customer_Support@rbc.com

Corporate Details:

Corporate Name:

In the name of:
(i.e. nominee)

Registered Address:

Correspondence Address:

Postcode:

Postcode:

Contact Name:

Fax Number:

Email Address:

If regulated please record details (i.e. by whom)

Telephone Number:

PO Box or C/O addresses will not be accepted.

Bank Details:

Bank Name:

Address of Bank:

Account Name:

Account Number:

Sort Code:

IBAN*:

BIC*:

PLEASE NOTE: Should you wish to place a deal to invest immediately, in accordance with the trade cut-off, YOU MUST FAX RBC Investor Services this application together with the associated documentation as detailed in the General Terms and Conditions.

The fax number is + 353 1 6130401.

The original documents must also be either couriered or sent by post.

Bank details are required for remittance purposes only
*Both the IBAN and BIC reference can be found on a bank statement

I/We the undersigned having received, read and carefully considered a copy of the current Prospectus of the Company, the Supplements of the Funds containing information relating to the Funds and the Terms and Conditions attached to this application form and having had an opportunity to review the documentation referred to in the Prospectus hereby apply for such number of Shares at the subscription price calculated in accordance with the Prospectus, and Supplements for the Funds as may be subscribed for with the amount indicated below:

Key Investor Information Document(s) (“KIID”)

I/We hereby represent that I/we have regular access to the internet and acknowledge and agree that the provision of the KIID by way of email or website is appropriate in the context in which the business between the Company, its delegate(s) and me/us is, or is to be, carried on and that the provision by me/us of my/our email address to the Company or its delegate(s) is evidence of this.

I/We acknowledge that I/we have been offered the choice of receiving the KIID on paper and in electronic form by means of a website or by email and hereby specifically consent to receiving the KIID in electronic form by way of email or by accessing the latest version of the document online at www.gemini-im.com/about/gemini-investment-funds-ireland-plc (or such other website address as may be notified to me/us from time to time) (the “KIID Website”).

I/We hereby acknowledge that I/we have received or accessed by electronic means the KIID. I/We also consent to accessing the KIID by electronic means before making any subsequent and/or future subscriptions for Shares in any Class.

I/We acknowledge that the KIID shall be reviewed at least every 12 months and that the up-to-date version of the KIID at any given time shall be made available on the KIID Website. I/We agree that I/we will inspect the KIID by accessing the KIID Website in good time before making any subsequent and/or future subscriptions for Shares in any Class. I/We acknowledge and agree that I/we bear sole responsibility for ensuring that I/we have inspected the up-to-date version of the KIID and that, in any event, I/we consent to be, and shall be deemed to have been, provided with the up-to-date KIID by means of the KIID Website in good time before any subsequent or future subscriptions.

Where I/we are acquiring the Shares for or on behalf of any person in my/our capacity as a sub-distributor of the Company, I/we certify that prior to accepting any order for the acquisition of shares, I/we will ensure that the investor will be provided with the current KIID for the relevant Class. Where permitted by applicable law, “provided” shall include informing the investor of the applicable website where the KIID may be obtained, which is www.gemini-im.com/about/gemini-investment-funds-ireland-plc (or such other website address as may be notified to me/us from time to time).

I/We acknowledge that I/we may at any time request a hard copy of the KIID and any such documentation from the Company free of charge and/or revoke, in writing or other authorised manner, the consent given to receive such information electronically.

I/We wish to invest the following amount(s) in:

| Name of Fund | ISIN Code | Share Class Currency | Minimum Initial Subscription as per the Prospectus | Monetary amount to be invested in Share Class currency (in figures) OR Number of shares to be purchased in Share Class* | Monetary amount to be invested in Share Class currency (in words)* |
|---|--------------|----------------------|--|---|--|
| GSI Global Diversified Value Fund (Class A Shares Income) | IE00BZ036B68 | GBP | £1 million | | |

* If you are applying for a specific number of shares, please ensure it meets the minimum investment requirement.

Entity Self-Certification

Instructions for completion

We are obliged under Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor's interests in the Fund with relevant tax authorities. This form is intended to request information only where such request is not prohibited by Irish law.

If you have any questions about this form or defining the investor's tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser. For further information on FATCA or CRS please refer to Irish Revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link: <http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

If any of the information below about the investor's tax residence or FATCA/CRS classification changes in the future, please ensure that we are advised of these changes promptly.
(Mandatory fields are marked with an *)

Investors that are individuals should not complete this form and should complete the form entitled "Individual Self-Certification for FATCA and CRS".

Section 1: Investor Identification

Investor Name*: (the "Entity")

Country of Incorporation or Organisation:

Current Registered Address*:

Number: Street:

City, Town, State, Province or County

Postal Code: Country:

Mailing address (if different from above):

Number: Street:

City, Town, State, Province or County

Postal Code: Country:

Section 2: FATCA Declaration Specified U.S. Person:

Please tick either (a), (b) or (c) below 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:

U.S TIN: _____

OR

b) The Entity is **not** a Specified U.S. Person (please also complete Sections 3, 4 and 5)

OR

c) The Entity is a US person but **not** a Specified U.S. Person (please also complete Sections 3, 4 and 5)

Section 3: Entity's FATCA Classification* (the information provided in this section is for FATCA, please note your classification may differ from your CRS classification in Section 5):

3.1 Financial Institutions under FATCA:

If the Entity is a *Financial Institution*, please tick one of the below categories and provide the Entity's GIIN at 3.2

| | | |
|------|--|--|
| I. | <i>Irish Financial Institution or a Partner Jurisdiction Financial Institution</i> | |
| II. | <i>Registered Deemed Compliant Foreign Financial Institution</i> | |
| III. | <i>Participating Foreign Financial Institution</i> | |

3.2 Please provide the Entity's *Global Intermediary Identification number (GIIN)* _____

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

| | | |
|------|--|--|
| I. | The Entity has not yet obtained a GIIN but is sponsored by another entity which does have a GIIN Please provide Sponsoring Entity's Name and GIIN Sponsoring Entity's Name: _____ Sponsoring Entity's GIIN: _____ | |
| II. | <i>The Entity is an Exempt Beneficial Owner</i> | |
| III. | <i>Certified Deemed Compliant Foreign Financial Institution (including a deemed compliant Financial Institution under Annex II of the Agreement)</i> | |
| IV. | <i>Non-Participating Foreign Financial Institution</i> | |
| V. | <i>Excepted Foreign Financial Institution</i> | |

3.4 Non-Financial Institutions under FATCA:

If the Entity is not a *Financial Institution*, please tick one of the below categories

| | | |
|------|--|--|
| I. | <i>Active Non-Financial Foreign Entity</i> | |
| II. | <i>Passive Non-Financial Foreign Entity</i> (If this box is ticked, please include self-certification forms for each of your Controlling Persons) | |
| III. | <i>Excepted Non-Financial Foreign Entity</i> | |

Section 4: CRS Declaration of Tax Residency (please note that you may choose more than one country)*

Please indicate the Entity's country of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated tax identification numbers ("TIN")).

NOTE: Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not issue a (TIN).

If the Entity is not tax resident in any jurisdiction (e.g., because it is fiscally transparent), please indicate that below and provide its place of effective management or country in which its principal office is located.

| Country of Tax Residency | Tax ID Number |
|--------------------------|---------------|
| | |
| | |
| | |

Section 5: Entity's CRS Classification*

(The information provided in this section is for CRS. Please note an Entity's CRS classification may differ from its FATCA classification in Section 3):
For more information please see the CRS Standard and associated commentary.)

For more information please see the CRS Standard and associated commentary. <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

5.1 Financial Institutions under CRS:

If the Entity is a *Financial Institution*, please tick one of the below categories

| | | |
|-----|---|--|
| I. | <i>Financial Institution under CRS (other than (II) below)</i> | |
| II. | An <i>Investment Entity</i> located in a <i>Non-Participating Jurisdiction</i> and managed by another <i>Financial Institution</i> (If this box is ticked, please indicate the name of any Controlling Person(s) of the Entity and complete a separate individual self-certification forms for each of your Controlling Persons **) | |

5.2 Non Financial Institutions under CRS:

If the Entity is a *Non Financial Institution*, please tick one of the below categories

| | | |
|------|--|--|
| I. | <i>Active Non-Financial Entity</i> – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation | |
| II. | <i>Active Non-Financial Entity</i> – a Government Entity or Central Bank | |
| III. | <i>Active Non-Financial Entity</i> – an International Organisation | |
| IV. | <i>Active Non-Financial Entity</i> – other than (I)-(III) (for example a start-up NFE or a non-profit NFE) | |
| V. | <i>Passive Non-Financial Entity</i> (If this box is ticked, please complete a separate Individual Self-Certification Form for each of your Controlling Person(s)) | |

****Controlling Person's:**

NB: Please note that each Controlling Person must complete a Separate Individual Self-Certification form.

If there are no natural person(s) who exercise control of the Entity then the Controlling Person will be the natural person(s) who hold the position of senior managing official of the Entity.

For further information on Identification requirements under CRS for Controlling Persons, see the Commentary to Section VIII of the CRS Standard.
<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

Individual (Controlling Person's) Self-Certification for FATCA and CRS

Instructions for completion

We are obliged under Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an investor's interests in the Fund with relevant tax authorities. This form is intended to request information only where such request is not prohibited by Irish law.

If you have any questions about this form or defining the investor's tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser.

For further information on FATCA or CRS please refer to Irish Revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link to the OECD CRS Information Portal at: <http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

If any of the information below about the investor's tax residence or FATCA/CRS classification changes in the future, please advise of these changes promptly.

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

Sections 1, 2, 3 and 5 must be completed by all investors.

Section 4 should only be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity.

For further guidance see. <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/common-reporting-standard-and-related-commentaries/#d.en.345314>

(Mandatory fields are marked with an *)

Section 1: Investor Identification

Investor Name*:

Current Residential Address*:

| | | | |
|---------------------------------------|----------------------|----------|----------------------|
| Number: | <input type="text"/> | Street: | <input type="text"/> |
| City, Town, State, Province or County | <input type="text"/> | | |
| Postal Code: | <input type="text"/> | Country: | <input type="text"/> |

Mailing address (if different from above):

| | | | |
|---------------------------------------|----------------------|----------|----------------------|
| Number: | <input type="text"/> | Street: | <input type="text"/> |
| City, Town, State, Province or County | <input type="text"/> | | |
| Postal Code: | <input type="text"/> | Country: | <input type="text"/> |

Place Of Birth*

| | | | |
|-------------------------|----------------------|--------------------|----------------------|
| Town or City of Birth*: | <input type="text"/> | Country of Birth*: | <input type="text"/> |
| Date of Birth*: | <input type="text"/> | | |

Section 2: FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax purposes*:

Please tick either (a) or (b) and complete as appropriate.

- a) I confirm that [I am]/[the investor is] a U.S. citizen and/or resident in the U.S. for tax purposes and [my]/[its] U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

OR

- b) I confirm that [I am not]/[the investor is not] a U.S. citizen or resident in the U.S. for tax purposes.

Section 3: CRS Declaration of Tax Residency (please note you may chose more than one country)*

Please indicate your/ the investor's country of tax residence (if resident in more than one country please detail all countries of tax residence and associated taxpayer identification numbers ("TIN"). Please see the CRS Portal for more information on Tax Residency.

| Country of Tax Residency | Tax ID Number |
|--------------------------|---------------|
| | |
| | |
| | |

NOTE: Provision of a Tax ID number (TIN) is required unless you are tax resident in a Jurisdiction that does not issue a TIN.

Section 4 – Type of Controlling Person

(ONLY to be completed by any individual who is a Controlling Person of an entity investor which is a Passive Non-Financial Entity or an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution)

For joint or multiple Controlling Persons please complete a separate Self-Certification form for each Controlling Person

| Please Confirm what type of Controlling Person applicable under CRS that applies to you/the investor by ticking the appropriate box. | Please Tick | Entity Name |
|--|-------------|-------------|
| Controlling Person of a legal person – control by ownership | | |
| Controlling Person of a legal person – control by other means | | |
| Controlling Person of a legal person – senior managing official | | |
| Controlling Person of a trust - settlor | | |
| Controlling Person of a trust – trustee | | |
| Controlling Person of a trust – protector | | |
| Controlling Person of a trust – beneficiary | | |
| Controlling Person of a trust – other | | |
| Controlling Person of a legal arrangement (non-trust) – settlor-equivalent | | |
| Controlling Person of a legal arrangement (non-trust) – trustee-equivalent | | |
| Controlling Person of a legal arrangement (non-trust) – protector-equivalent | | |
| Controlling Person of a legal arrangement (non-trust) – beneficiary-equivalent | | |
| Controlling Person of a legal arrangement (non-trust) – other-equivalent | | |
| Country of Tax Residency | | |
| Tax ID Number | | |

Section 5: Declaration and Undertakings

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

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

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

Authorised Signature*:

Print Name*:

Date: (dd/mm/yyyy)*:

Capacity*:

Section 6: Declarations 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 acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

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

Authorised Signature(s)*:

Print Name(s)*:

Capacity in which declaration is made*:

Date: (dd/mm/yyyy)*:

Revenue Declarations

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

Please tick a) or b)

Either:

(a) Declaration on own behalf

I / We* declare that I am / we are* applying for the Shares on my own / our own behalf / on behalf of a company* and that I am / we are / the company is* entitled to the Shares in respect of which this declaration is made and that

- I am / we are / the company is* not currently resident or ordinarily resident in Ireland and
- Should I / we / the company* become resident in Ireland, I / we* will so inform you, in writing, accordingly.

or

(b) Declaration as Intermediary

I am / We are* applying for Shares on behalf of persons:

- who will be beneficially entitled to the Shares, and
- who to the best of my / our* knowledge and belief are neither resident nor ordinarily resident in Ireland.

I / We* also declare that:

- unless I / We* specifically notify you to the contrary at the time of application, all applications for Shares made by me / us* from the date of this application will be made on behalf of such persons; and
- I / We* will inform you in writing if I / we* become aware that any person, on whose behalf I / we* holds shares/units, becomes resident in Ireland.

* Please delete as appropriate

If you are resident or ordinarily resident in Ireland and are a qualifying investor within the meaning of Section 739D(6) of the Taxes Consolidation Act, 1997 please delete the declarations on own behalf and as Intermediary and contact the Administrator for a separate declaration form suitable for you.

Authorised Signatory/signatories:

1.

2.

I/We hereby warrant that I/we have read the Prospectus and Articles of Association (as amended from time to time) of the Company and apply to be entered in the Register of Shareholders as the holder/holders of the Shares issued in relation to this application.

I/We acknowledge that due to money laundering and other legal, regulatory and taxation requirements operating within their respective jurisdictions the Administrator, the Investment Manager, the Investment Adviser, the Manager and the Company (as the case may be) may require further identification or information or documentation of the applicant(s) before the application can be processed and/or on an ongoing basis and the Administrator, the Investment Manager, the Investment Adviser, the Manager and the Company shall be held harmless and indemnified against any loss arising as a result of a failure to process the Application if such information has been required by the parties referred to and has not been provided by me/us.

I/We hereby agree to indemnify and keep indemnified the Manager and the Company against any loss arising to it as a result of any breach of any representation, warranty, covenant or confirmation by me/us in the application form or from my/our failure to disclose any relevant details or provide it with all information or documentation requested by them or by the Administrator on their behalf. In the case of delay or failure to provide satisfactory information or documentation, each of the Company, the Manager and the Administrator may take such action (including declining to accept an application) as they think fit.

I am/We are fully empowered and have the authority to make this investment whether the investment is my/our own or is made on behalf of another person or institution.

I/We confirm that I/we have the right and authority to request redemption or repurchase of Shares and confirm that I/we will comply with the redemption and repurchase procedures set out in the Prospectus. All redemption or repurchase instructions must be given in writing and must be accompanied by an endorsed Share Certificate if such has been issued, or failing which, the appropriate account number must be quoted.

I/We hereby represent and declare that I/we am/are fully informed as to: (i) the legal requirements within my/our country for the purchase of Shares and are permitted to purchase the Shares under the laws and regulations of my/our home country in the manner in which the Shares have been offered and sold to me/us; (ii) any foreign exchange restrictions applicable to me/us; and (iii) any relevant tax considerations relating to me/us arising out of my/our purchase and ownership of Shares.

I/We agree to provide these confirmations to the Company and/or the Manager at such times as the Company and/or the Manager may request, and to provide on request such certifications, documents or other evidence as the Company and/or the Manager may reasonably require substantiating such representations.

I/We agree to notify the Company and/or the Manager immediately if I/we become aware that any of the confirmations are no longer accurate and complete in all respects and agree immediately either to sell or to tender to the Company and/or the Manager for redemption a sufficient number of Shares to allow the confirmation to be made.

I/We request that the Shares issued pursuant to this Application are registered in the name and address set out above.

I/We consent to details of my/our shareholding or personal data which is revealed on this form or is disclosed by me/us subsequently being disclosed to the Manager, Investment Manager, Investment Adviser, their Affiliated Companies and any other service provider to the Company.

In respect of Joint applicants only

We direct that on the dissolution or death of one of us the Shares for which we hereby apply be held in the name of and to the order of the survivor or survivors of us or the executor of such survivor or survivors.

Corporate Applicants

I/We hereby authorise and instruct the Administrator to act upon the request or instructions of:

Any one of us Any two of us As per attached Mandate

To be ticked as appropriate (if this section is not completed it will be assumed that authentication is required from all signatories)

Data Protection/Information about other investment services

Your personal information will be handled by the Administrator or its duly appointed delegate (as Data Processor on behalf of the Company) in accordance with the Irish Data Protection Acts 1988 to 2003. The Administrator, the Manager, the Global Distributor, the Distributor, the Investment Manager or the Company may disclose or transfer your information or documentation to each other, to any affiliate, to any other service provider of the Company and third parties such as auditors and any authority whether regulatory, taxation or otherwise where necessary or advisable to facilitate the acceptance and management of this subscription including but not limited to, in connection with anti-money laundering purposes or for compliance with legal, taxation and regulatory requirements and guidance of any jurisdiction or for disclosure to the tax authorities in Ireland or in the applicant's country of residence or domicile or establishment or in any country as may be required by law, legislation or regulation or tax/regulatory authorities or for legitimate business interests. The applicant hereby consents to the processing of his/her information, which may include the recording of telephone calls with the Administrator for the purpose of confirming data, and the disclosure or transfer of his/her information and/or documentation as outlined above and to the Investment Manager and where necessary or in the Company's or the Manager's, or the Administrator's legitimate interests to any company in the Administrator's and/or Manager's, and/or the Manager and/or the Investment Manager's group of companies or agents of the Administrator including companies situated in countries outside of the European Economic Area which may not have the same data protection laws as in Ireland.

Please tick this box if you do not wish to receive such communications:

I/We* acknowledge my/our* right to object to the processing of my/our* data for direct marketing purposes by written request to the Company.

Authorising Payment

I/We have authorised payment to GemCap Investment Funds (Ireland) plc - GSI Global Diversified Value Fund via bank transfer to the bank account details given on page 12:

Signature:

Signature:

Print Name:

Print Name:

Position:

(only if signing on behalf of the beneficial owner)

Date:

Date:

Payment details for TT settlement

| | |
|--|--|
| Beneficiary Bank: | RBC Investor Services Bank SA Luxembourg |
| SWIFT I.D.: | FETALULL |
| Beneficiary Account: | GemCap Investment Funds (IRL) plc |
| IBAN Number: | LU983414420027839700 |
| Reference* | |
| * The applicant's name should be placed in the Reference field, it is extremely important this is completed. | |

| | |
|--|--|
| Currency | GBP (Great Britain Pounds) |
| Intermediary Bank | Bank of America London |
| SWIFT I.D.: | BOFAGB22 |
| Beneficiary Bank: | RBC Investor Services Bank SA Luxembourg |
| SWIFT I.D.: | FETALULL |
| Beneficiary Account: | GemCap Investment Funds (IRL) plc |
| IBAN Number: | LU983414420027839700 |
| Reference* | |
| * The applicant's name should be placed in the Reference field, it is extremely important this is completed. | |

| | |
|--|--|
| Currency | USD (US Dollars) (Via Fedwire) |
| Intermediary Bank | Bank of America New York |
| SWIFT I.D.: | BOFAUS3N |
| Beneficiary Bank: | RBC Investor Services Bank SA Luxembourg |
| SWIFT I.D.: | FETALULL |
| Beneficiary Account: | GemCap Investment Funds (IRL) plc |
| IBAN Number: | LU893412420027835500 |
| Reference* | |
| * The applicant's name should be placed in the Reference field, it is extremely important this is completed. | |

| | |
|-----------------------------|--|
| Currency | EUR (Euro) |
| Intermediary Bank | Bank of America Dublin |
| SWIFT I.D.: | BOFAIE3X |
| Beneficiary Bank: | RBC Investor Services Bank SA Luxembourg |
| SWIFT I.D.: | FETALULL |
| Beneficiary Account: | GemCap Investment Funds (IRL) plc |
| IBAN Number: | LU583416420027834500 |
| Reference* | |

* The applicant's name should be placed in the Reference field, it is extremely important this is completed.

NOTE for EUR Payments:

In order to benefit as much as possible from local clearing, it is recommended that you route your payment via one of the following of our Bank of America EUR correspondent banks:

Code Swift Bank Name

BOFAGB22 Bank of America London
 BOFADEFX Bank of America Frankfurt
 BOFAES2X Bank of America Madrid
 BOFAIE3X Bank of America Dublin

BOFAFRPP Bank of America Paris
 BOFAIT2X Bank of America Milan
 BOFABE3X Bank of America Antwerp
 BOFANLNX Bank of America Amsterdam

When sending payment by TT, please quote the applicant's name, bank, bank account number and class of Shares. *Sub Account: Please quote the full name of the Fund and relevant reference number. All subscription monies must be received in the relevant subscription account immediately in cleared funds within three days of the relevant Dealing Day. In the event that settlement monies are subsequently not paid, all costs and expenses will be borne by the applicant and the Shares will be cancelled.

GENERAL TERMS AND CONDITIONS

1. GENERAL

1.1 These Terms and Conditions relate to the subscription of Shares in the Fund and the applicant(s) agree(s) to be bound by these Terms and Conditions and the Prospectus.

1.2 The Company, the Manager and the Administrator reserve the right to reject any application in whole or in part which is not completed in full and supported by the documentation requested and cleared monies, or for any other reasons at their sole discretion. Failure to attach all documentation requested may result in a delay in the transaction being processed.

1.3 The Company, the Manager and the Administrator reserve the right to request additional information and documentation, including but not limited to, translations and certifications relating to such additional requests from the applicant(s) and existing investors in compliance with legislation and regulations in force from time to time, or deemed necessary for regulatory or taxation purposes.

2. PREVENTION OF MONEY LAUNDERING

2.1 All applicants must attach to this application form all the relevant documentation requested. Please refer to the Administrators anti-money laundering policy and procedures.

2.2 All applicants understand that due to the changing nature of anti-money laundering laws and regulations and the possible extensions of applicable rules, the Company, the Manager and the Administrator may update and amend its procedures from time to time to comply with such amendments.

2.3 In compliance with applicable anti-money laundering rules and regulations, the Company, the Manager and the Administrator may require further identification of the applicant(s) or an existing investor before the application can be processed or any redemption proceeds can be paid out. Note that no redemption proceeds will be paid out unless or until all anti-money laundering documentation has been received by the Company, the Manager and the Administrator.

2.4 Subscription monies from a third party will not be accepted. Redemption proceeds cannot be paid other than to the account of record as detailed above. Redemptions will not be processed on non cleared/verified accounts.

3. CORPORATE, TRUSTEE AND JOINT APPLICATIONS

3.1 If more than one person is named in a single application form, all applicants will be considered as joint applicants. As such, they authorise the Company, the Manager and the Administrator to act and rely on the signed or purportedly signed instructions of any one of the applicants without liability with respect to any transfer, payment or other act made or done or omitted to be done in accordance with such instructions.

3.2 The different joint holders shall determine between them, by separate agreement, the rights of any joint account holder on the account. The Company, the Manager and the Administrator may at any time request each joint account holder to inform it about this determination. Under no circumstances can the knowledge that the Company, the Manager and the Administrator has about the distribution of assets between the account holders of a joint account be used against the Company, the Manager or Administrator in any way.

3.3 The applicants hereby confirm that upon the dissolution or death of any of the undersigned, this individual signatory power will continue to be in force the Company, the Manager and the Administrator may rely and act without liability on any instruction including the transfer or redemption of the Shares signed by the survivor(s) unless the Company, the Manager or the Administrator has been informed in writing of the contrary.

3.4 Unless otherwise advised in writing, all notices and communications shall be addressed and all payments directed to the first applicant specified in section 1 of the present application form (the "First Applicant").

4. POWER OF ATTORNEY

Where a Power of Attorney Form is required, a certified copy must be provided, and such Power of Attorney Form shall form an integral part of these Terms and Conditions.

5. APPLICATION BY A PERSON UNDER THE AGE OF 18 YEARS OLD

Unless a Corporate, I/we confirm that I am/we are 18 years of age or over. (N.B a person over 18 may apply for shares in the Company to be held in trust for a minor).

6. INDEMNITY

6.1 The applicant(s) will indemnify upon first demand the Company, the Manager and the Administrator and any other delegates against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by them arising either directly or indirectly out of or in connection with a breach by the applicant(s) of these Terms and Conditions or out of anything done or omitted by the Company, the Manager or the Administrator pursuant to any instructions given by fax or out of the Company, the Manager or Administrator relying on, accepting or failing to act on any instruction or declaration or information given by or on behalf of the applicant(s) unless due to the wilful default or fraud of the Company, the Manager or the Administrator.

6.2 The Company and/or the Manager will indemnify the applicant for direct damages solely to the extent of its gross negligence, wilful misconduct or fraud. The Company and the Manager will in no way indemnify indirect or consequential damages suffered by the applicant(s).

6.3 Fax indemnity: Instructions may initially be sent by fax, the original application form etc. to follow by mail or courier to the above address, advising electronic instructions have already been given. Redemptions will be processed on receipt of fax instructions but redemption proceeds will not be paid out until original documents are received. The Administrator is authorised to act on any fax instructions without verification which it in its sole discretion believes emanates from a Shareholder and it shall not be liable for and will not be liable for any failure in acting on any of the instructions by reason of breakdown, delay or failure of transmission or communication facilities or breakdown of or error in transmission or communication for any other reason.

6.4 Each applicant for Shares acknowledges that neither fax nor e-mail is a secure means of communicating with or giving instructions to the Administrator and confirms that he/she is aware of the risks involved in communicating in this way and that a request to act on any instruction given by fax or e-mail is for his/her convenience only and he/she hereby indemnifies the Administrator against any claims and hold it harmless from all actions, proceedings, claims, loss, damage, costs (including without limitation, interest and legal fees), charges and expenses which may be brought against it or suffered or incurred by it and which shall have arisen either directly or indirectly out of or in connection with it accepting Instructions by fax or e-mail and acting thereon;

6.5 Each applicant hereby undertakes to immediately send the Administrator the original of the application form, and acknowledges that the non-receipt by the Administrator of such written confirmation shall in no way invalidate the authority or indemnity provided by the Shareholder.

7. DATA PROTECTION

Your personal information will be handled by the Administrator or its duly appointed delegate (as Data Processor on behalf of the Company) in accordance with the Irish Data Protection Acts 1988 to 2003. The Administrator or the Company or the Manager will disclose your information to third parties where necessary or for legitimate business interests. This may include disclosure to third parties such as auditors and any authority whether regulatory, taxation or otherwise, or agents of the Administrator who process the data for anti-money laundering purposes for compliance with legal, taxation and regulatory requirements and guidance of any jurisdiction or for disclosure to the tax authorities in Ireland or in the applicant's country of residence or domicile or establishment or in any country as may be required by law, legislation or regulatory or tax/regulations authorities or for legitimate business interests.

I/we acknowledge information relating to my/our holding of Shares Fund, and/or details of income arising from such holdings may be subject to disclosure to any relevant tax authority ("tax purposes") and I/we hereby consent to such disclosure by the Administrator or any person deemed to be a paying agent for such purposes (the "Paying Agent").

I/we confirm that we will promptly advise the Administrator of any amendments to information which may be relevant for tax purposes including my/our name(s), address (es) tax identification number and country of residence.

I/we hereby agree to indemnify the Paying Agent, the Manager and the Company against any and all loss, liability, costs and expenses (including without limitation legal fees, taxes and penalties) which may arise directly or indirectly from my/our failure to provide the requisite information or where the information provided is incorrect or where I/we have failed to update information previously provided. The Applicant hereby consents to the processing of his/her information and the disclosure of his/her information as outlined above and to the Investment Manager and where necessary or in the Company's or the Manager's or the Administrator's legitimate interests to any company in the Manager's or the Administrator's and/or the Investment Manager's or Global Distributer's group of companies or agents of the Administrator including companies situated in countries outside of the European Economic Area which may not have the same data protection laws as in Ireland.

8. SUBSCRIPTION ORDERS

Upon receipt of the completed application form and the full subscription amount, the Administrator will issue Shares in the Fund in the name of the applicant(s).

9. ELECTRONIC DELIVERY OF REPORTS AND OTHER COMMUNICATIONS

9.1 I/we confirm that we consent to and accept that, the Company, the Manager, the Investment Manager, the Global Distributer the Distributer and/or the Administrator, acting on their behalf, may provide me/us (or our designated agents) with statements, reports and other communications relating to the Company and/or my/our investment in the Company, in electronic form, such as e-mail. I/we note that e-mail messages may not be secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. I/we note that the Company, the Manager and the Administrator makes no warranties in relation to these matters. I/we also note that the Company, the Manager and the Administrator reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. I/we confirm that if I/we have any doubts about the authenticity of an e-mail purportedly sent by the Company, the Manager, the Investment Manager, the Global Distributer, the Distributer or the Administrator, I/we will contact the purported sender immediately.

9.2 All notices, reports, statements, documents and communications sent to the address of the first applicant are deemed to have been effected to all the applicants on the date sent to the first applicant's address.

9.3 The applicant(s) shall check the accuracy of the details contained in the contract note and statements of accounts sent by the Administrator. Failure to report any inaccuracy within 30 business days of their dispatch will result in the confirmation details to be deemed accurate by the applicant(s).

10. EU SAVINGS DIRECTIVE

I/we acknowledge that information relating to my/our holding of shares in the Company, and/or details of income arising from such holdings may be subject to disclosure to any relevant tax authority in accordance with the terms of the EU Taxation of Savings Directive (2003/48/EC) (the "ESD") and I/we hereby consent to such disclosure by the Administrator or any person deemed to be a paying agent for the purposes of the ESD (the "Paying Agent"). I/we confirm that we will promptly advise the Administrator of any amendments to information which may be relevant for the purposes of the ESD, including my/our name(s), address (es) tax identification number and country of residence for tax purposes.

I/we hereby agree to indemnify the Paying Agent against any and all loss, liability, costs and expenses (including without limitation legal fees, taxes and penalties) which may arise directly or indirectly from my/our failure to provide the requisite information or where the information provided is incorrect or where I/we have failed to update information previously provided.

11. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

I/we hereby agree that for the purpose of allowing GemCap Investment Funds (Ireland) plc. to comply with the rules of Sections 1471 through 1474 (inclusive) of the Internal Revenue Code of 1986 of the US, as amended, any current or future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof ("FATCA") in order to receive any payments without withholding tax, I / we will:

- (i) provide GemCap Investment Funds (Ireland) plc (or any nominated service provider) (including the Manager) with any information, declarations, certificates or documentation necessary for FATCA reporting including completing the Self-Certifications contained in this Application Form; and
- (ii) permit GemCap Investment Funds (Ireland) plc (or any nominated service provider including the Manager) to:
 - a. share such information with the Irish Revenue or other relevant tax or other government authority as required by FATCA;
 - b. compel or effect the sale or redemption of the shares or repurchase and cancel the shares if I / we fail to comply with the foregoing requirement; and
 - c. make any other amendments to any other documents entered into in connection with the subscription as may be necessary to enable GemCap Investment Funds (Ireland) plc and/or the Manager to comply with FATCA.

12. LATE TRADING AND MARKET TIMING

The Administrator shall not permit transactions which it knows to be in has reason to believe to be related to late trading or market timing practices and shall report those transactions to the Global Distributor, and the Manager and/or the Company.

13. TELEPHONE RECORDING

The applicant(s) specifically accept(s) that telephone-recording procedures may be used and agree(s) that these records may be used in court or any legal proceeding, with the same value as written evidence.

14. FRAUDULENT USE OF SIGNATURE

14.1 Neither the Company, the Manager nor the Administrator shall be liable for the fraudulent use by a third party of the applicant's signature, whether this signature be authentic or forged ("Fraudulent Instruction").

14.2 Except in the event of gross negligence on their part, the Company, the Manager and/or the Administrator shall not be liable for any damage, loss, expense or liability of any nature which the applicant(s) may suffer due to the reliance by the Company, the Manager and/or the Administrator on a Fraudulent Instruction which the Company, the Manager and/or Administrator believe in good faith to be genuine and to have been given or signed by the applicant(s).

15. AMENDMENTS TO THE TERMS AND CONDITIONS

The Company and/or the Manager reserves the right at any time to modify these Terms and Conditions. The Company and/or the Manager shall inform the applicant (s) in writing of all amendments to these Terms and Conditions. Such modifications shall be deemed to be accepted by the applicant(s) if the applicant(s) does not raise objection in writing to the proposed amendments, within two weeks from the date of the notification.

16. SEVERANCE

If any provision or clause of these Terms and Conditions is or becomes void or unenforceable in whole or in part for any reason such enforceability or invalidity shall not affect the validity of the remaining Terms and Conditions. Corresponding Terms and Conditions must replace the invalid Terms and Conditions.

17. APPLICABLE LAW

The laws of Ireland shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the courts of Ireland.

18. FINAL PROVISION

These Terms and Conditions form an integral part of the application form, which applicant(s) declare having accepted by signing this application form.