



UNICUSANO
Global Alternative Investment Fund

**UNICUSANO Global Alternative Investment Fund
Variable Capital Investment Company PLC**

Subscription Form (Corporate)

Subscription Agreement

UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC (THE “FUND”)

GENERAL

1. The person named below (the “Investor”) hereby irrevocably subscribes for Participating/Investor Shares, subject to the provisions of the Memorandum and Articles of Association and upon the terms of the Offering Memorandum.
2. Applications received will be considered for issue as of the relevant Dealing Day. The Investor understands that Participating/Investor Shares will be sold and issued to the Investor during the Initial Offering Period at the Initial Subscription Price as determined by the Fund in the Offering Memorandum and thereafter at the prevailing Net Asset Value per Share. This Subscription will only be valid and binding on the Fund when accepted by the Fund’s Directors.

INVESTOR REPRESENTATIONS

The Investor hereby represents and warrants that:

1. I am/We are not a person in a jurisdiction in which such an offer or solicitation is not authorized or a person to whom it is unlawful to make such an offer or solicitation.
2. I am/We are not purchasing Participating/Investor Shares on behalf of or for the account of a person referred to in (1).
3. I/We will not transfer or deliver any of the Participating/Investor Shares or any interest therein to a person referred to in (1).
4. I am/We are not a Prohibited Person as defined in Appendix 3.
5. I/We have received, the Offering Memorandum of the Fund and all accompanying documents (including the most recent annual and half-yearly accounts, most recent KIID and any Supplements) studied, understood and agreed to terms of the same including, without limitation those sections of the Offering Memorandum and where applicable the Supplements relating to risks, conflicts of interest and fee structure of the Fund and have evaluated the merits and risks of investing in Participating Shares including seeking independent financial advice.
6. I/We further acknowledge that I/we have made an independent decision to invest in the Fund and that, in making mine/our decision to subscribe for units, I/we have relied solely upon the Offering Memorandum (and the accompanying documents) and independent investigations made by it. I am/We are not relying on the Fund, the Directors, the Administrator, each of their affiliates or any other person or entity with respect to the legal, tax and other economic considerations involved in this investment other than its own advisers.
7. All information I/we have provided to the Administrator concerning my/our person(s), status, financial position, tax and business matters is correct and complete as of the date set forth herein.
8. I/We agree that the representations given by me/us are so given on a continuing basis and agree to notify the Fund or Administrator promptly in writing should any information change, prior to it taking legal effect where there is a change in the ultimate beneficial ownership, or in the identity of the person(s) exercising effective control over the investor’s business.
9. I/We have full power and authority to execute and deliver this Subscription Agreement, and to subscribe for and purchase and hold the Participating/Investor Shares hereunder and am/are authorized to pay all amounts I/we have committed to pay to the Fund in the manner contained in this Subscription Agreement, the Offering Memorandum and the Articles of Association. The Investor’s purchase of the Participating

Shares and the execution and delivery of this Subscription Agreement have been authorized by all necessary action, and this Subscription Agreement is and, upon acceptance of the Subscription Agreement by the Fund's Directors, shall be, its legal, valid and binding obligations, enforceable against the Investor in accordance with its terms. The individual signing this Subscription Agreement on behalf of the Investor (if not the Investor) has been duly authorized by the Investor to do so.

10. If acting as trustee, agent, representative or nominee for a subscriber (a "Beneficial Owner", I/we understand and acknowledge that the representations, warranties and agreements made herein are made by it: (i) with respect to myself/ourselves, and (ii) with respect to the Beneficial Owner. I/We further represent and warrant that I/we have all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement. I/We also agree to indemnify and hold harmless the Fund, the Administrator and their affiliates and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from its assertion or lack of proper authorization from the Beneficial Owner to enter into this Subscription Agreement or perform the obligation hereof.
11. I/We understand that the value of my/our Participating Shares and redemptions thereof, and the performance of the Fund as the case may be, may be based on unaudited and in some cases, estimated valuations of the Fund's investments and that valuations provided in its account statement may be an unaudited estimated value.
12. In no event will I/we duplicate or furnish copies of the constitutional documents of the Fund or the Offering Memorandum to persons other than my/our investment and tax advisors, accountants or legal counsel.
13. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.
14. Except as otherwise provided herein this Subscription Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, trustees and legal representatives.

The Investor hereby agrees with the Fund as follows:

1. The subscription is not binding on the Fund until it is accepted by the Fund's Directors, which may reject this subscription in whole or in part in their sole discretion for any reason whatsoever, and at any time prior to its acceptance. The Investor agrees that unless and until its subscription is rejected or accepted by the Fund's Directors, the Investor shall not be entitled to cancel, terminate or revoke its subscription. If the Fund's Directors reject this subscription, any payment received by the Investor shall be returned without interest at the Investor's costs and risk and this Subscription Agreement shall have no force or effect.
2. The Subscription Price must be paid in by wire transfer to the account specified in Appendix 2. Settlement monies must be received by the cut-off time of the relevant Dealing Day. The Investor acknowledges that if payment in full has not been received within the time frame set out above, or in the event of non-clearance of funds, the Administrator or Fund's Directors shall be entitled to cancel the issue and allotment of Participating Shares.
3. That the Administrator or the Directors shall, if lawfully required to do so under the laws of any jurisdiction to which the Fund, or any service provider to the Fund, is subject, be entitled to disclose any information regarding the affairs of the Fund including, without limitation, information contained in the Register and books of the Fund, and that the Directors, the Administrator, any person acting as a service provider to the Fund and any other person authorized by the Administrator or the Directors shall have the right to access all information belonging to the Fund.
4. That I/we consent to the transmission by the Administrator of personal data (provided by the Investor to the Administrator), which may constitute personal data within the meaning of data protection legislation in

the Republic of Cyprus. Information in relation to the Investor will be held, used, disclosed and processed for the purposes of

- (i) managing and administering the Investor's holdings in the Fund and any related account on an ongoing basis;
 - (ii) for any other specific purposes where the Investor has given specific consent to do so;
 - (iii) to carry out statistical analysis and market research;
 - (iv) to comply with any applicable legal or regulatory obligations including legal obligations under the Companies Law Cap. 113 and the AIF Law 124(I) of 2018 of the Republic of Cyprus as well as anti-money laundering legislation;
 - (v) for disclosure and transfer whether in the Republic of Cyprus or elsewhere to third parties including the Investor's financial adviser (where appropriate), regulatory bodies, auditors, technology providers or to the Fund and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above;
 - (vi) or for other legitimate business interests of the Fund. The Investor hereby acknowledges that their right of access to and the right to amend and rectify their personal data, as provided herein.
5. The Investor understands that the Fund will hold any personal information provided by them in confidence and in accordance with the Processing of Personal Data (Protection of the Individual) Law of 2018 (as amended).
 6. The Investor consents to the Fund and the Administrator sending information about other investment services to them by letter, telephone or other reasonable means of communication. The Investor understands that the Fund has a right not to receive such information.
 7. The Investor consents to the transmission of information and correspondence relating to the Fund by the Administrator to it by e-mail to the e-mail address specified by it in the Application Form.
 8. This Subscription Agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which constitute one and the same instrument binding on all parties notwithstanding that all parties are not signatories to the same counterpart.
 9. This Subscription Agreement is not transferable or assignable by the Investor without the prior written approval of the Administrator or the Directors.
 10. This instrument contains the entire agreement of the parties and there are no representations, covenants or other agreements except as stated or referred to herein.
 11. This Subscription Agreement is governed by the laws of Cyprus.

Signature of or on behalf of Investor

Signature of Authorized Representative

Full name of Investor or signatory

Full name of Authorized Representative

Date (dd/mm/yyyy)

APPLICATION FORM (Corporate)

This application should be completed by the Investor subscribing to UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC and sent to:

OSYS LTD
c/o UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC
37 Stasikratous Street, Center Point Tower, Office 502
1065 Nicosia
CYPRUS

Applications should be made only by written application using the accompanying Subscription Agreement. Application forms duly completed should be sent to the address shown above by facsimile or electronic mail and original to follow by registered post. The Fund reserves the right to reject any application in which event the application monies will be returned to the applicant without interest at his own risk.

This Application Form is subject to the provisions set out in the Fund's Offering Memorandum.

Subscription Price: Investments will be subject to Subscription and Redemption prices published on the Internet under the website www.unicusanofund.com

Payments: All payments should be made using the details stated in Appendix 2. Funds should be wired strictly from the account of the applicant. Failing to do so will result in rejection and return of the funds. Money should be received and cleared by the Fund at least three business days prior to the Dealing Day. Any money received later, will be held and accepted on the next dealing day. Amount of Subscription.

Amount of Subscription to
UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC

Legal Entity's Details (the "Company")

All fields marked with an asterisk (*) are mandatory.

Legal Name of Business *

Country of Incorporation *

Date of Incorporation *

Registration Number *

Day Month Year

Supervisory Authority and Licence Number (if applicable)

Place of Listing (if applicable)

Registered Office Address *

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code

Registered Head Office Address *

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code



Correspondence Address *

Same as Address stated above

If different please fill in below information:

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code

Email Address *

email@domain.com

Telephone Number *

Country Code Phone Number

Fax Number *

Country Code Phone Number

Website *

LEI Number

Is the company part of a Group?

Yes

No

If YES, please provide us with:

Group Company name:

Business activities of the Group:

Group's website:

Please check if any of the following applies:

1. The Company is subject to bankruptcy or insolvency:

Yes

No

If YES, please state the country:



2. The Company has a pending liquidation, disputed accounts or other unresolved matter:

Yes No

3. The Company is a reporting insider of a company whose shares are traded on a stock exchange or an over-the-counter market

Yes No

4. The Company is a significant shareholder of a company whose shares are traded on a stock exchange or an over-the-counter market

Yes No

5. The Company has transactions with Overseas.

Yes No

If YES, please state the country:

6. The Company has cash transactions.

Yes No

If YES, please state the estimated amount in EURO:

7. The Company is involved in gambling activities

Yes No

BENEFICIAL OWNERS / DIRECTORS / SHAREHOLDERS / AUTHORIZED SIGNATORIES

Please tick the box that applies to each individual's details.
Add more sheets if necessary.

PERSON 1

- Beneficial Owner
- Shareholder
- Director
- Authorized Signatory

First and Last Name *

Date of Birth *

Day Month Year

Nationality / Nationalities *

Permanent Residential Address *

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code

Profession *

Percentage of Shares % (if applicable)

Are you or a Politically Exposed Person ("PEP")? *

- Yes No

If YES: Please state, the following information:

Full Name of PEP:

Position:



Country the position was held:

PERSON 2

- Beneficial Owner
 Shareholder
 Director
 Authorized Signatory

First and Last Name *

Date of Birth *

Day Month Year

Nationality / Nationalities *

Permanent Residential Address *

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code

Profession *

Percentage of Shares % (if applicable)

Are you or a Politically Exposed Person ("PEP")? *

- Yes No

If YES: Please state, the following information:

Full Name of PEP:

Position:

Country the position was held:



PERSON 3

- Beneficial Owner
 Shareholder
 Director
 Authorized Signatory

First and Last Name *

Date of Birth *

Day Month Year

Nationality / Nationalities *

Permanent Residential Address *

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code

Profession *

Percentage of Shares % (if applicable)

Are you or a Politically Exposed Person ("PEP")? *

- Yes No

If YES: Please state, the following information:

Full Name of PEP:

Position:

Country the position was held:



PERSON 4

- Beneficial Owner
 Shareholder
 Director
 Authorized Signatory

First and Last Name *

Date of Birth *

Nationality / Nationalities *

Day Month Year

Permanent Residential Address *

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code

Profession *

Percentage of Shares % (if applicable)

Are you or a Politically Exposed Person ("PEP")? *

- Yes No

If YES: Please state, the following information:

Full Name of PEP:

Position:

Country the position was held:

Authorized Representative's Details

The details should be entered by the person who will be authorized to manage the account. If more than one, please add an additional sheet.

First and Last Name *

Date of Birth *

Day Month Year

Nationality / Nationalities *

Permanent Residential Address *

Street Name and Number

Street Address Line 2

City

Country

Postal/Zip Code

Email Address *

email@domain.com

Telephone Number *

Country Code

Phone Number

Position/Title *

Are you or a Politically Exposed Person ("PEP")? *

Yes

No

If YES: Please state, the following information:

Full Name of PEP:

Position:

Country the position was held:

ECONOMIC PROFILE

The details entered must belong to the Client (Legal Entity).

Pursuant to Directive (EU) 2015/849, the CySEC Law for the Prevention and Suppression of Money Laundering and Terrorist Financing of 2007-2019 and the CySEC Directive of 2020 regarding the prevention and suppression of money laundering and terrorist financing, we are obliged to take all reasonable steps and to request identification information in order to establish a well-structured relationship with our Investors.

Main Business Activities *

Please state your principal business activities:

Principal place of your business operations *

Balance Sheet Total (EUR) *

Net Turnover (EUR) *

Type and Value of Assets owned by the company *

Please state the approximate amount (total deposits in bank, immovable and movable property, investments and if there are other please specify type and amount):

Current Net Worth (EUR) *

- 3 Million or above
- 1 Million – 3 Million
- 500.001 – 1 Million
- 300.001 – 500.000
- 100.001 – 300.000
- 0 – 100.000

Current Liquid Assets (EUR) *

- 3 Million or above
- 1 Million – 3 Million
- 500.001 – 1 Million
- 300.001 – 500.000
- 100.001 – 300.000
- 0 – 100.000

Source of Wealth *

- | | |
|--|---|
| Corporate Profits <input type="checkbox"/> | Asset (share) exchange <input type="checkbox"/> |
| Business Owner <input type="checkbox"/> | Sale of a Subsidiary <input type="checkbox"/> |
| Sale of Investments / Liquidation of investment portfolio <input type="checkbox"/> | Sale of Business / Investment / Immovable Property <input type="checkbox"/> |
| Other (please specify below) <input type="checkbox"/> | Dividends <input type="checkbox"/> |

If Other, please specify

Source of Funds *

- | | | | |
|---|--------------------------|--|--------------------------|
| Corporate Profits | <input type="checkbox"/> | Asset (share) exchange | <input type="checkbox"/> |
| Business Owner | <input type="checkbox"/> | Sale of a subsidiary | <input type="checkbox"/> |
| Sale of Investments / Liquidation of investment portfolio | <input type="checkbox"/> | Sale of Business / Investment / Immovable Property | <input type="checkbox"/> |
| Other (please specify below) | <input type="checkbox"/> | Dividends | <input type="checkbox"/> |

If Other, please specify

Purpose of applying *

Total Intended Investment Amount (EUR) *

Annual income (EUR) *

Size of wealth (EUR) *

BANK ACCOUNT DETAILS

The Investor will arrange payment of the subscription moneys from the following account:

Account Name:	<input type="text"/>
Account Number:	<input type="text"/>
IBAN:	<input type="text"/>
Bank Name:	<input type="text"/>
Bank Address:	<input type="text"/>
BIC/SWIFT:	<input type="text"/>

As a rule, any distributions and redemptions will normally be made to the above account. However, payment may be made to an alternative account, if such account is in the name of the registered Investor and revised payment instructions in writing and duly signed have been received by the Fund's Directors.

FAX WAIVER

The holder hereby authorizes UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC to accept and carry our instructions received by telefax and accepts all consequences resulting from the use of such mode of transmitting instructions.

Initialed by individual/authorized representative(s):

1.
2.
3.

SIGNATURES

The holder(s) confirm(s), by signing the present application form, having read with particular care, and understood the Offering Memorandum and the Key Investor Document (KIID), available on the following website: www.unicusanofund.com or upon request, in paper format, at the registered office of the Fund.

I / We confirm that:

1. The above information is true and correct.
2. The funds have not been obtained by any illegal activity.
3. **UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC** (or any duly authorized affiliate), may contact my / our bankers and/ or others in order to fulfil the various legal requirements.
4. I am / We are expected to seek advice from my / our own taxation adviser and to make the appropriate taxation declarations.
5. I / We attach the information required by me / us in accordance with the requirements in Appendix 1.
6. (i) I / We confirm that I / we are 18 years of age or older, or (ii) We confirm that we are duly registered and in good standing.

I / We understand that **UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC** will not accept any subscription monies for investment unless or until satisfied with the results of its verification procedures.

DATA PROTECTION

I / We hereby acknowledge that my / our personal information will be handled by the Administrator (as data processor) in accordance with the Cyprus Processing of Personal Data (Protection of the individual) Law 125(I) of 2018, as amended or substituted from time to time. I / We also acknowledge that this information will be processed by the Administrator for the purposes of carrying out the services of administrator, registrar and transfer agent of the Fund and to comply with legal obligations including legal obligations under company law and anti-money laundering legislation. I / We acknowledge that the Administrator or Fund will disclose my / our information to third parties where necessary or for the legitimate business interests. This may include disclosure to third parties such as the auditors, the Cyprus Inland Revenue Authorities pursuant to the EU Savings Directive and the CySEC or other service providers who may process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements.

I / We hereby consent to the processing of my / our information, which may include (1) the recording of telephone calls with the Administrator for the purpose of confirming data, (2) the disclosure of my / our information as outlined above to the Administrator and/or Fund.

Marketing

I want to opt out from receiving any marketing material.

Signature of or on behalf of Investor

Signature of Authorized Representative

Full name of Investor or signatory

Full name of Authorized Representative

Date (dd/mm/yyyy)

Appendix 1

ANTI-MONEY LAUNDERING REQUIREMENTS

Verification Documents

Pursuant to Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorism financing we are obliged to take all reasonable steps to prevent the use of the Fund for money laundering or terrorism financing purposes. Therefore, we require each potential investor to provide us with following documents accompanied with this **duly filled in and signed Subscription Form**:

Physical Persons (Directors, Shareholders, Beneficial Owners and authorized representative(s))

- 1. Valid Passport and if deemed necessary by the AMLCO, the ID card (in cases of dual citizenship, applicant must provide the relevant documents from both jurisdictions);
- 2. Utility bill, local authority tax bill or bank statement showing your full name, address and date of issue (not older than 3 months);
- 3. Bank or professional reference letter
- 4. Duly filled in and signed Subscription form

Legal Persons

- 1. Certificate of Incorporation;
- 2. Certificate of Registered Office or equivalent;
- 3. Memorandum and Articles of Association (or equivalent), including all amendments;
- 4. Certificate of Directors and Secretary or equivalent;
- 5. Certificate of Shareholders or equivalent;
- 6. Documents applicable to Physical Persons;
- 7. Structure chart of the group to which the applicant belongs showing ownership and control;
- 8. An authorized signatory list which must include specimen signatures and signing powers of the signatories;
- 9. Documentation evidencing authority or decision to invest (e.g. board minutes or resolution);
- 10. Copies of the latest audited financial statement (if available) and/or copies of its latest management accounts;
- 11. Certificate of good standing (not older than 6 months);

12. **Where the Investor is a legal person:**

- a. Quoted on a stock exchange in an Approved Jurisdiction; or
- b. Is known to be the subsidiary of such quoted company; or
- c. Is regulated by a regulator in an Approved Jurisdiction

- Evidence that the company is so quoted, is the subsidiary of a company so quoted, or is regulated;
- List of Directors names;
- An authorised signatory list which must include specimen signatures and the names of the persons who have signing authority.

N.B. Please note that the documents must be in English or Greek. In case they are issued in a different language we will require a certified translation for each document which is not in English or Greek.

N.B. Furthermore, each document must be either in original form or certified true copy, the latter having been notarized by a notary public as a true copy of the original or any other form acceptable to the Directors of the Fund.

The above documents are not exhaustive, and the Fund's administrators reserve the right to require additional documents and identifications where it should be deemed necessary. Funds may not be invested until all verifications have been completed. All Documents should be enclosed to the Application Form and mailed to the Fund's administrators at the following address:

**OSYS LTD
c/o UNICUSANO Global Alternative Investment Fund V.C.I.C. PLC
37 Stasikratous Street, Center Point Tower, Office 502
1065 Nicosia
CYPRUS**

Please send the documents for preliminary review to:

sales@osysglobal.com

Appendix 2

Wire Transfer Details

Please arrange for funds (NET OF BANK CHARGES) to arrive to the Depositary by bank transfer by the Cut-Off Time on the relevant Dealing Day.

RECIPIENT: EFG BANK LUXEMBOURG SA
BENEFICIARY: UNICUSANO GLOBAL ALTERNATIVE INVESTMENT FUND V.C.I.C. PLC
IBAN: LU42 3430 0047 5980 1308
ADDRESS: 16 GRAND-RUE, 1660 LUXEMBOURG
SWIFT: EFGBLULX

Notifications will be sent to subscribers showing the details of each transaction as soon as reasonably practicable.

Appendix 3

Definitions

“Bankruptcy” - The legal term for when a person or business cannot repay their outstanding debts.

“Beneficial Owner” – A person who enjoys the benefits of ownership even though the title to some form of property is in another name. It also means any individual or group of individuals who, either directly or indirectly, has the power to vote or influence the transaction decisions regarding a specific security, such as shares in a company.

“Entity” – A legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation.

“FATCA” - FATCA stands for the U.S. provisions commonly known as the Foreign Account Tax Compliance Act, which were enacted into U.S. law as part of the Hiring Incentives to Restore Employment (HIRE) Act on March 18, 2010. FATCA creates a new information reporting and withholding regime for payments made to certain non-U.S. financial institutions and other non-U.S. entities.

“Immovable Property” - Immovable assets such as land, buildings, hereditary allowances, rights to way, lights, ferries, fisheries or any other benefit which arises out of land, and things attached to the earth or permanently fastened to anything which is attached to the earth.

“Insolvency” - When an individual or organization can no longer meet its financial obligations with its lender or lenders as debts become due.

“Politically Exposed Persons - PEP”- Is defined as a natural person who is or who has been entrusted with prominent public functions in Cyprus or in another country, an immediate close relative of such person as well as a person known to be a close associate of such person.

Provided that, for the purpose of the present definition, ‘prominent public function’ means any of the following public functions:

- a. heads of State, heads of government, ministers and deputy or assistant ministers; b. members of parliament or of similar legislative bodies;
- c. members of the governing bodies of political parties;
- d. members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances;
- e. members of courts of auditors or of the boards of central banks;
- f. ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- g. members of the administrative, management or supervisory bodies of State-owned enterprises;
- h. directors, deputy directors and members of the board or equivalent function of an international organisation;
- i. mayor.

Provided further that no public function referred to in points (a) to (i) shall be understood as covering middle-ranking or more junior officials; Provided furthermore that ‘close relatives of a politically exposed person’ includes the following:

- a. the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person;
- b. the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;
- c. the parents of a politically exposed person;

Provided even furthermore that ‘persons known to be close associates of a politically exposed means natural person:

- a. who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person;
- b. who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been setup for the de facto benefit of a politically exposed person

“Prohibited Person” - any person, firm or corporation applying for subscription of Investor Shares or an existing Investor

- (i) that does not meet, or has ceased to meet the requirements of an Eligible Investor, and/or
- (ii) that for legal, tax, regulatory or any other reason which from time to time is determined by the Directors, in their sole discretion, is prohibited from being an Investor.

“Shareholder” - An individual, group, or organization that owns one or more shares in a company, and in whose name the share certificate is issued.

“Signatory” - Person who binds himself or herself, or the entity he or she is authorized to represent, by his or her signature to the terms of an agreement.

“Tax residency” - The country where the Company is paying taxes

“TIN” — The Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a “functional equivalent”).

“US Reportable Person” - In accordance to FATCA, a US Reportable person is:

- a) a US citizen (including dual citizen)
- b) a US resident alien for tax purposes
- c) a domestic partnership
- d) a domestic corporation
- e) any estate other than a foreign estate
- f) any trust if:
 - (i) a court within the United States is able to exercise primary supervision over the administration of the trust;
 - (ii) one or more United States persons have the authority to control all substantial decisions of the trust; and/or
 - (iii) any other person that is not a foreign person.