



## **BOC COMMON FUNDS (“BOC FUNDS”)**

An open-ended investment established in Cyprus as an Undertaking for Collective Investment in Transferable Securities ("UCITS")

## **SUBSCRIPTION AND REDEMPTION**

### **APPLICATION FORM**

**IMPORTANT**

INVESTORS SHOULD ENSURE THAT THE ORIGINAL APPLICATION FORM IS RETURNED BY POST TO THE ADMINISTRATOR AT THE ADDRESS BELOW. APPLICATIONS WILL NOT BE ACCEPTED AND UNITS WILL NOT BE ISSUED UNLESS THE APPLICATION FORM HAS BEEN COMPLETED IN FULL AND RECEIVED BY THE ADMINISTRATOR ALONG WITH ALL INFORMATION AND SUPPORTING DOCUMENTATION FOR ANTI-MONEY LAUNDERING PURPOSES.

*If, after you have carefully reviewed the current prospectus and the current relevant key investor information document(s) and supplement(s) thereto, as amended or further supplemented from time to time (together the "Prospectus") of BOC Funds (the "Fund"), you have decided to purchase shares or units ("Units") [issued with respect to one or more sub-funds established by the Fund (each a "Sub-Fund")], please observe the instructions below. Bank of Cyprus Asset Management Ltd (the "Management Company") is licensed and regulated by The Cyprus Securities Exchange Commission to act as a manager of UCITS and in this context has been appointed as the manager of the Fund.*

By signing this Application Form you acknowledge that you have received the Prospectus and Common Funds Regulation.

Please fax and send by post the original Application Form to BOC Asset Management Ltd (the "Administrator"):

BOC Asset Management Ltd  
Attn: Client Service & Administration Department  
154 Limassol Avenue  
Strovolos  
2025 Nicosia  
Cyprus

Tel: +357 22 121790  
Fax: +357 22 123743

**SUBSCRIPTION INFORMATION AND WIRING INSTRUCTIONS**

Please wire subscription monies to the applicable account below for receipt no later than the close of business, as indicated on the Administrator's website [www.am.bankofcyprus.com.cy](http://www.am.bankofcyprus.com.cy), on the Business Day immediately prior to the date of investment. Please have your bank identify on the wire transfer the name of the intended investor. It is recommended that your bank charge its wiring fees separately so that an even amount may be invested.

*Pay to:*

Bank Name:	<b>BANK OF CYPRUS</b>
Account Name:	<b>BOCAM ON BEHALF OF BOC EUROPEAN EQUITY FoF –SUB/ RED</b>
Account Number:	<b>357027146606</b>
Currency:	<b>EUR</b>
IBAN Number:	<b>CY 78 0020 0195 0000 3570 2714 6606</b>
SWIFT CODE:	<b>BCYPCY2N</b>

Please refer to the end of these application materials for the **Additional Subscription Application Form** (Appendix A) and the **Redemption Request Form** (Appendix B).



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If you have any questions concerning this Application Form, please contact the Client Service & Administration Department (telephone +357 22 121790; fax: +357 22 123743; email: bocam@bankofcyprus.com). Unless otherwise defined herein, all words and expressions used in this Application Form shall have the same meaning as in the Prospectus. A Greek copy of this Application Form may be obtained upon request from Client Service & Administration Department, 154 Limassol Avenue, Strovolos 2025, Nicosia, Cyprus.

**I. APPLICATION FOR UNITS IN THE FUND**

The undersigned ("**Subscriber**") hereby submits a subscription with respect to the following Funds in the amount indicated below:

<b>NAME OF THE SUB-FUND</b>	<b>Unit Class</b> <i>(tick below as applicable)</i>	<b>Gross Amount</b> <i>(insert amount and in words below)</i>
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BOC EUROPEAN EQUITY FUND OF FUNDS	<input type="checkbox"/> Class Retail Units: (ISIN: CYF000000762)	<hr/>
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**The Net Amount to be invested is the Gross Amount less the applicable Entry fee as described in the table below:**

Gross Amount Invested	Up to EUR 50,000	EUR 50,001 to EUR 150,000	EUR 150,001 and over
Entry fee (%)	2.0%	1.5%	1.0%

**Bank Account Details for Subscription Payments (complete as applicable):**

Currency: EUR

Bank: 

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Account Name\*: 

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Account Number: 

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IBAN: 

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SWIFT CODE: 

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*\*needs to be the same as beneficiary name. In case of joint holders the name of the account can be any one of the joint holders.*

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**II. SUBSCRIBER INFORMATION**

**General Information:**

<b>I. Natural person</b>		
Name:		Surname:
Date (dd/mm/yy) and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date (dd/mm/yy):
Passport number and Country of Issue:		Passport's Expiry Date (dd/mm/yy):
Address:		
Correspondence Address (if different to above)		
Home telephone number:	Work telephone number:	Mobile number:
Fax:		E-mail:
Professional activity		
Source of income		
Source of funds		
<b>Please complete the following section below for joint subscriptions only.</b>		
Name:		Surname:
Date (dd/mm/yy) and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date (dd/mm/yy):



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Passport number and Country of Issue:		Passport's Expiry Date (dd/mm/yy):
Address:		
Correspondence Address (if different to above)		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
Professional activity		
Source of income		
Source of funds		
<b>II. Legal entity</b>		
Name:	Registration number:	Form of Legal Person:
Place of Incorporation:	Date of Incorporation (dd/mm/yy):	
Address:		
Correspondence Address (if different to above)		
Main business / professional activities.		
Source of funds		
Telephone number:	Fax:	E-mail:
<b>Data of Representatives of Legal Person (Directors / Members of Management Committee)</b>		
Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date:



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Passport number and Country of Issue:		Passport's Expiry Date:
Profession and Employer's Name:		
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
Relationship of Representative with Client: Director / Member of Management Committee (delete and/or add accordingly)		
Name:	Surname:	Father's Name:
Date and Place of Birth:		
Nationality:		
Identity Card number (for Cypriot citizens):		Identity Card's Expiry Date:
Passport number and Country of Issue:		Passport's Expiry Date:
Profession and Employer's Name:		
Home Address:		
Work Address:		
Correspondence Address: <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Other:		
Home telephone number:	Work telephone number:	Mobile number:
Fax:	E-mail:	
Relationship of Representative with Client: Director / Member of Management Committee (delete and/or add accordingly)		

**Subscriber Type:** *Please check one:*

- |  |  |
|--|--|
| <input type="checkbox"/> Natural Person – Individual | <input type="checkbox"/> Partnership               |
| <input type="checkbox"/> Natural Person – Joint      | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation                 | <input type="checkbox"/> Trusts                    |
|  | <input type="checkbox"/> Other: _____              |

*In the case of joint subscribers:*

*-Any single joint subscriber may submit a redemption request up to the amount of joint investment held.*

*-With the death of any of the joint subscribers, its Units shall come, by operation of law, to the possession of the other living joint subscribers, up to the last of them.*



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**Authorised Signatories:**

The Subscriber agrees that the Fund and Administrator are authorised to act on the written instructions of any person listed below until further notice:

Name	Relationship to Subscriber	Signature

**Bank Account Details for Redemption Payments (complete as applicable):**

Currency: EUR

Bank: \_\_\_\_\_

Account Name\*: \_\_\_\_\_

Account Number: \_\_\_\_\_

IBAN: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

*\*needs to be the same as beneficiary name. In case of jointholders the name must be that of the jointholder requesting the redemption.  
In the case of a request to change bank details, please provide an original written instruction signed by a duly authorized signatory.*

### **III. INFORMATION CONCERNING THE PREVENTION OF MONEY-LAUNDERING & ADDITIONAL DOCUMENTS REQUIRED**

The Fund and the Administrator are required to obtain the following documentation to verify the identity, address and tax residency of all Subscribers. The Application Form may not be accepted until all relevant information has been received. Additional proof of identity or authority of the Subscriber or the source of funds may be required at the sole discretion of the Administrator and/or the Fund.

(1) Natural person/individual:

- Certified ID/Passport copy ;
- Proof of permanent residential address by providing a recent (up to 6 months) utility bill (e.g. electricity, water), or municipal taxes and/or bank account status from a reputable Bank of the EU or from a third equivalent country (original or duly certified as true copies)
- IBAN certificate for subscription and redemption accounts
- Copy of deposit slip (for subscriptions)

(2) Corporation/Limited Liability Company(Legal Entity):

- Corporate Documents (Memorandum and Articles of association, Certificate of Registration, Certificate of Registered office and registered address, Certificate of Directors & Secretary, Certificate of Shareholders, Trust deed in cases of Nominee shareholders)
- Certificate of Incumbency and Certificate of Good Standing as applicable (depending on the jurisdiction of the legal entity)
- Board of Directors Resolution for the signing of the Application Form and for giving the necessary authorisation to the people who will be the Authorised Signatories).
- Certified ID / Passport copies of all related persons (Ultimate Beneficial Owners, Directors, Secretary, Authorised Signatories, Registered Shareholders etc.)
- Proof of permanent residential address of all related persons by presenting a recent (up to 6 months) utility bill (e.g. electricity, water) or insurance policy, or municipal taxes and/or bank account status from a reputable Bank of the EU or from a third equivalent country (original or duly certified as true copies)
- Copies of recent audited financial statements (up to 2 years) / Management Accounts.
- The ownership structure of a Subscriber with a complex structure, signed by the beneficial owner or the person exercising effective control of the legal person or the person who has the ultimate responsibility for decision-making and directs the Subscriber's work (organization structure). The certificates of shareholders for all intermediate legal entities involved in the structure.
- IBAN certificate for subscription and redemption accounts
- Copy of deposit slip (for subscriptions)

(3) Other entity types will require their own unique documentation which will be communicated to the Subscriber. Such other entity types may include, but are not necessarily limited to, the following:

- Trusts
- Charities
- Government entities
- Foundations
- Funds and Pension Schemes
- Entities listed on a stock exchange
- Entities based in non-prescribed countries
- Limited Partnerships



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In order to be valid, this Application Form must be:

- in the case of applications by natural person investors, signed by each Subscriber;
- in the case of applications by partnerships, signed by the general partner;
- in the case of applications by corporations, executed under seal or signed by a duly authorized signatory and accompanied by a certified copy of the document authorizing such signatory and an authenticated list of signatories; and
- in the case of applications signed under a power of attorney, accompanied by such power of attorney or a duly certified copy thereof.
- in the case of joint applicants, all must sign and supply names and addresses in accordance with “Subscriber Information” above. All joint holders will be recorded in the unit-holders registry with one being denoted as the main applicant.

This Application Form may be executed in one or more counterparts, each of which shall, however, together constitute the same document. The undersigned hereby represents that the undersigned has carefully read and is familiar with this Application Form and the Prospectus and that the execution of this signature page constitutes the execution and receipt of this Application Form.

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Signature(s) of Subscriber(s) or Authorised Signatory

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Print Name(s)

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Capacity of Authorised Signatory (if applicable)

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Date



## DECLARATIONS, REPRESENTATIONS AND AGREEMENTS

By signing this Application Form, the Subscriber hereby represents, warrants and covenants to the Fund as follows:

**1. General:** The Subscriber has the legal capacity and authority and it is permitted by applicable law to execute and deliver this Application Form, and the Subscriber understands that this Application Form is and, upon acceptance of this Application Form by the Fund, shall be, its legal, valid and binding obligations, enforceable against the Subscriber in accordance with its terms. If the Subscriber is an individual, (s)he hereby represents and warrants that (s)he is over 18 years of age. Where the Subscriber is a financial institution, broker or other person applying to acquire Units on behalf of its individual client(s), the Subscriber represents and warrants that it has made due diligence enquiries to make sure that the individual investor is not involved in money laundering or terrorist activities.

The Subscriber has received in good time before its investment a copy of, read, understands and agrees to the terms and conditions of the offering of Units described in the Prospectus, and the Subscriber acknowledges that this Application Form is made on the terms thereof and subject to the provisions of the Fund's constitutional documents from time to time in force. The Subscriber understands that an investment in the Fund is speculative and may be lost entirely or in part and that past results are not necessarily indicative of future performance. The Subscriber has had the opportunity to ask questions of the Fund's representatives concerning the Fund and the terms and conditions of this offering and to obtain such additional information as the Subscriber considers necessary to appropriately evaluate an investment in the Fund. The Subscriber acknowledges and agrees that its investment will be subject to the minimum investment and holding amounts as described in the Prospectus, and represents that, unless it is acting as an intermediary subscribing for Units as a record owner on behalf of one or more investors or beneficial owners, it is acquiring the Units solely for its own account for investment and not with a view to distribution or resale in whole or in part. Unless otherwise stated, capitalised terms appearing herein shall have the same meaning as in the Prospectus.

The Subscriber confirms that no representations have been made to it by the Fund, the Management Company, the Administrator, the Global Distributor or their respective representatives that are inconsistent with the Prospectus. The Subscriber is not relying on the Fund, the Management Company, the Administrator, the Global Distributor and/or any of their affiliates, directors, officers or employees with respect to the tax and other economic considerations involved in this investment.

The Subscriber warrants that it: (i) has such knowledge, expertise and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Fund and of making an informed investment decision; (ii) is aware of the risks inherent in investing in the Units and the method by which the assets of the Fund are held and/or traded; (iii) does not have an overall commitment to investments that

is disproportionate to the Subscriber's net worth, and the Subscriber's investment in the Units will not cause such overall commitment to be excessive; and (iv) can afford to bear the risks of an investment in the Fund, including the risk of losing the Subscriber's entire investment and the potential difficulties in selling or transferring the Subscriber's Units. The Subscriber understands the redemption procedures and restrictions described in the Prospectus.

(In respect of joint Subscribers only) We direct that on the death of one of us the Units 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 or administrator of the last of such survivor or survivors.

The Subscriber represents that all of the information that the Subscriber has provided to the Fund in connection with this Application Form is true and correct.

**2. Electronic Delivery of Information:** The Subscriber elects and consents to receiving the Prospectus (including the relevant KIID(s)), constitutional documents, financial statements, investor newsletters, and other investor notices and materials of the Fund via e-mail to the Subscriber's e-mail address(es) in the Fund's records or where applicable via the website of the Administrator [www.am.bankofcyprus.com.cy](http://www.am.bankofcyprus.com.cy). Although the Fund does not impose any additional charges for electronic delivery, the Subscriber understands that it may incur costs associated with its personal electronic access, such as usage charges from internet access providers. The Subscriber acknowledges that e-mail messages (including any e-mail messages sent by the Fund, the Management Company, the Administrator, or the Global Distributor are not 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 or without the knowledge of the sender or the intended recipient. None of the Fund, the Management Company, the Administrator, or the Global Distributor gives any warranties in relation to these matters. If the Subscriber has any doubts about the authenticity of an email purportedly sent by the Fund, the Management Company, the Administrator, or the Global Distributor, the Subscriber should contact the purported sender immediately.

**3. Subscription and redemption process:** The Subscriber agrees that, for the purposes of efficient reconciliation of all subscription amounts received to the Subscriber's client subscription account, the Subscriber will provide within the Application Form, full banking details of the bank and the account from which the subscription proceeds are being paid. The Subscriber acknowledges that subscription payments may only be made by electronic funds transfer from a bank account in the investor's own name from a financial institution located in a country of equivalence. The Subscriber

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acknowledges that the Administrator reserves the right to request such information as may be reasonably necessary in order to verify the Subscriber identity and/or the identity of the owner of the account from which the payments are being made.

The Subscriber acknowledges that no redemption payment may be made from the Subscriber's holding until the original form Application Form (with respect to initial applications for Units), and all documentation required by the Fund and the Administrator (including all necessary anti-money laundering documentation) has been received by the Administrator. The Subscriber further acknowledges that redemptions will not be processed on non-cleared/verified accounts and that all redemption payments made by the Administrator back to the Unitholder(s), will be returned to the originating bank account specified in this Application Form, unless a written request for change has been received and approved by the Administrator. Neither the Fund nor the Administrator will be responsible in the event that the Administrator does not receive a redemption request on a timely basis. Therefore, all Unitholders submitting redemption requests should confirm receipt of such requests with the Administrator.

**4. Personal Data:** The Subscriber acknowledges that for the purposes of the EU Data Protection Law, the Administrator is acting as a Controller in relation to the Personal Data received by the Subscriber with this form, and that the Administrator shall comply with all the obligations imposed on a Controller under the EU Data Protection Law.

The Administrator may process the Personal Data for the following purposes:

- (a) performance by the Administrator of its obligations under this Agreement;
- (b) compliance with the requirements of applicable laws and regulations; and
- (c) response to government, regulatory or law enforcement enquiries.

(together for the purposes of this clause the "Permitted Purposes").

The Administrator relies on the following legal bases for processing the Personal Data as described in this clause 4:

- (a) the processing is necessary for compliance with the Administrator's legal obligations;
- (b) the processing is necessary for the Administrator's legitimate interests in pursuing the Permitted Purposes.

The Subscriber acknowledges that, for any Permitted Purpose and always in accordance with EU Data Protection Law, the Fund, the Management Company, the Administrator, the Global Distributor and/or the Subscriber's selling agent (if applicable) may disclose Personal Data (i) to each other, (ii) to their respective

affiliates, (iii) to any other service provider to the Fund and (iv) to any regulatory body and law enforcement and governmental agencies in any applicable jurisdiction to which any of the Fund, the Management Company, the Administrator, the Global Distributor and/or the Subscriber's selling agent (if applicable) is or may be required to do so by applicable laws or regulations, that are found in copies of the Subscriber's subscription/application documents and Personal Data concerning the Subscriber in their respective possession, whether provided by the Subscriber to the Fund, the Management Company, the Administrator, the Global Distributor and/or the Subscriber's selling agent or otherwise, including details of the Subscriber's holdings in the Fund, historical and pending transactions in Units and the values thereof, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of Personal Data imposed on any such person by law or otherwise.

The Administrator will not retain the Personal Data provided by the Subscriber, for longer than is necessary for the Permitted Purposes.

For the purposes of this clause the following words and expressions shall have the following meanings:

'Controller' means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

"EU Data Protection Law" means the EU General Data Protection Regulation 2016/679 (as amended and replaced from time to time) and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislations.

"Personal Data" means any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Confidentiality:** The Subscriber acknowledges that the Fund, the Management Company, the Administrator, the Global Distributor and/or the Subscriber's selling agent (if applicable) may disclose to each other, to their respective affiliates, to any other service provider to the Fund and to any regulatory body in any applicable jurisdiction to which any of the Fund, the Management Company, the Administrator, the Global Distributor and/or the Subscriber's selling agent (if applicable) is or may be subject, copies of the Subscriber's subscription/application documents and any information concerning the Subscriber in their respective possession, whether provided by the Subscriber to the Fund, the Management Company, the Administrator, the Global Distributor and/or the Subscriber's selling agent or otherwise, including details of the Subscriber's holdings in the Fund, historical and pending transactions in Units

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and the values thereof, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.

The Subscriber acknowledges that it may receive or have access to confidential proprietary information concerning the Fund, including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets and the like (collectively, "**Confidential Information**"), which is proprietary in nature and non-public. Without prejudice to any other duty owed to the Fund under which the Subscriber concerned has to keep Confidential Information given to him or received or obtained by him in confidence, the Subscriber hereby covenants with the Fund that it will not use, divulge or communicate to any person, firm or organisation (other than in the course of properly performing his duties or with the prior consent of the Directors or as required by law) any of the Confidential Information of the Fund relating to the business, finances or affairs of the Fund, reports (including but not limited to the Fund's financial statements), papers, data or other information prepared for the Fund or acquired by the Fund which the Subscriber may have received or obtained while a Unitholder in the Fund.

**5. Anti-Money Laundering Rules:** The Subscriber agrees to provide any information deemed necessary by the Administrator or the Global Distributor in their sole discretion to comply with their anti-money laundering programs and related responsibilities from time to time. The Subscriber represents that the funds to be invested in the Fund were not derived from activities that may contravene any applicable anti-money laundering laws or regulations. The Subscriber represents that the Units are not being acquired and will not be held in violation of any applicable laws.

The Subscriber represents that it is not a Prohibited Investor. A Prohibited Investor includes: (i) an individual, entity or organisation identified on any U.S. Office of Foreign Assets Control "watch list"; (ii) a foreign shell bank<sup>1</sup>; and (iii) a person or entity resident in or whose subscription funds are transferred from or through a jurisdiction identified as non-cooperative by the Financial Action Task Force ("**FATF**"); (iv) does not fall in the list of persons not accepted by the Administrator (v) does not require the execution of transactions that are not accepted by the Administrator. The Subscriber further represents that it does not have any affiliation of any kind with an individual, entity or organisation described in (i), (ii) (iii) and (iv) and (v) above. If the Subscriber is acting as an intermediary subscribing for Units as a record owner on behalf of one

<sup>1</sup> Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the U.S. or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such entity.

or more investors or beneficial owners (each such person being a "**Beneficial Owner**"), the Subscriber understands and acknowledges that the representations, warranties, acceptances and agreements made herein are made by the Subscriber (i) with respect to the Subscriber and (ii) with respect to the Beneficial Owner. The Subscriber represents that it: (i) has provided the Beneficial Owner with a copy of the Prospectus in good time before the relevant transaction (unless the Subscriber has the requisite discretionary authority to make investment decisions on the Beneficial Owner's behalf and under the regulations of the Subscriber's country and the Beneficial Owner's country, and under the Subscriber's agreement with the Beneficial Owner, the Subscriber is not required to deliver any or all of the aforementioned documents to the Beneficial Owner); (ii) has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Application Form, and has determined that any investment in the Fund is consistent with any obligation the Subscriber may have to the Beneficial Owner; and (iii) has informed each Beneficial Owner that (A) the Subscriber (and not the Beneficial Owner) will be the record owners of any Units purchased hereunder and (B) such Beneficial Owner will not have any recourse directly to the Fund or other entity associated with the Fund. The Subscriber agrees to indemnify the Fund, the Management Company, the Administrator, the Global Distributor and each of their respective directors and officers, for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Subscriber's, or the Beneficial Owner's misrepresentation or misstatement contained herein, or the assertion of the Subscriber's lack of proper authorisation from the Beneficial Owner of the Units subscribed for hereby to enter into this Application Form or perform the obligations hereof.

The Subscriber represents that to the extent the Subscriber has beneficial owners or is an intermediary subscribing for Units as a record owner on behalf of one or more investors or beneficial owners (collectively, "**Owners**"): the Subscriber (i) has carried out thorough due diligence to establish the identities of all such Owners; (ii) based on such due diligence, reasonably believes that no such Owners are Prohibited Investors; (iii) has conducted enhanced due diligence on any Owner who is a PEP; (iv) based on such enhanced due diligence, has no reason to believe that the funds invested by each such PEP involve the proceeds of official corruption; (v) has no reason to believe that the funds invested or to be invested by the Subscriber's Owners were derived from activities that may contravene any applicable anti-money laundering laws or regulations; (vi) holds the evidence of such identities and status and will maintain all such evidence for at least 10 years from the date of the Subscriber's complete redemption from the Fund; and (vii) will make available such information and any additional information requested by the Directors, and as required by the Administrator in compliance with applicable anti-money laundering regulations, to the extent permitted by applicable law.

**6. US-related warranties and representations:** The Subscriber declares that it is not a "U.S. Person" as described in the Prospectus and that the Subscriber is not subscribing for Units as nominee(s) for or on behalf of

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any such person(s). The Subscriber will notify the Fund immediately if the Subscriber becomes a "U.S. Person" or becomes aware that any person for whom the Subscriber holds Units has become a "U.S. Person." The Subscriber represents that it has not been solicited to purchase Units while present in the United States, its territories or possessions nor have the funds to be utilized for such purchase been obtained from any "U.S. Person." The Subscriber further represents that the Units are being acquired for investment purposes, that neither the Units nor any interest therein will be transferred to a "U.S. Person" or be transferred within the United States, its territories or possessions without the consent of the Fund and that the Subscriber will not enter into any swap or other derivative transaction with respect to the Units without the prior written approval of the Fund.

The Subscriber is not a "benefit plan investor" unless otherwise notified in writing to the Fund. The term "benefit plan investor" refers to (i) any "employee benefit plan" as defined in, and subject to the fiduciary responsibility provisions of, the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (ii) any "plan" as defined in and subject to Section 4975 of the Code, and (iii) any entity deemed for any purpose of ERISA or Section 4975 of the Code to hold assets of any such employee benefit plan or plan due to investments made in such entity by already described benefit plan investors. Benefit plan investors include, but are not limited to, corporate pension and profit sharing plans, "simplified employee pension plans," Keogh plans for self-employed individuals (including partners), individual retirement accounts, medical benefit plans, life insurance plans, church plans that have elected to be subject to ERISA, bank commingled trust funds, or insurance company separate accounts, for such plans and accounts, and, under certain circumstances, all or a portion of the general account of an insurance company. If not a benefit plan investor on the date this Application Form is signed, the Subscriber agrees to notify the Fund immediately if the Subscriber becomes a benefit plan investor.

The Subscriber agrees that it: (i) will provide any form, certification or other information reasonably requested by and acceptable to the Fund that is necessary for the Fund (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Fund receives payments or (B) to satisfy reporting or other obligations under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") and the Treasury Regulations thereunder; (ii) will update or replace such form, certification or other information in accordance with its terms or subsequent amendments or as requested by the Fund; and (iii) will otherwise comply with any reporting obligations imposed by any jurisdiction, including reporting obligations that may be imposed by future legislation.

**7. Common Reporting Standards (CRS) and Foreign Account Tax Compliance Act (FATCA):** The European Union has recently adopted Council Directive 2014/107/EU (the "**CRS Directive**") which amends Council Directive 2011/16/EU on administrative cooperation in the field of taxation. The CRS Directive

provides for the implementation of the regime known as the "Common Reporting Standard" ("**CRS**") proposed by the Organisation for Economic Co-operation and Development ("**OECD**") and generalizes the automatic exchange of information within the European Union as of 1 January 2016. Under these measures, the Fund may be required to report certain information relating to its Unitholders, and income, sale or redemption proceeds received by the Unitholders in respect of the Units. This may require additional due diligence to be carried out by the Fund in respect of the unitholders. This information may be shared with tax authorities in other EU member states and jurisdictions which implement the OECD Common Reporting Standard with the first data exchanges taking place in September 2017. Subscribers should inform themselves of, and take advice on, the impact of the Directive on their investment. The Subscriber acknowledges that potential non CRS compliance could result in relationship termination (if any), inability to subscribe (if any), and/or potential reporting to tax authorities.

In accordance with the U.S. Foreign Account Tax Compliance Act ("**FATCA**") and the bilateral agreement between the Cypriot government and the Internal Revenue Service of the United States of America, the Fund and/or the Administrator is required to disclose information of certain "U.S. persons" that own, directly or indirectly, an interest in the Fund as well as certain other information relating to such interest. If the Fund fails to satisfy these obligations, or if a Unitholder fails to provide the Fund with the necessary information, certain payments to the Fund in respect of the Fund's investments may be subject to a 30% withholding tax, and payments from the Fund to the Unitholder, if any, may likewise be subject to a 30% withholding tax.

The Subscriber agrees to provide such information as may be required (whether in this Application Form or otherwise), and it consents to the disclosure of such information to such person or persons as may be deemed to be necessary in order to permit them to comply with their obligations under FATCA or the CRS. The Subscriber undertakes to ensure that such information as it provides is kept up-to-date and to notify to the Administrator any change to such information which may be relevant for the purposes of FATCA or the CRS as soon as reasonably practicable (including without limitation any change in the Subscriber's name, permanent residential address or registered office and/or the state in which it is resident for tax purposes).

**8. Indemnification:** The Subscriber agrees to indemnify and hold harmless the Fund, the Administrator, Global Distributor and their respective directors, officers and affiliates and each other person, if any, who controls or is controlled by any thereof, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon or related to: (i) any breach of any representation or warranty or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document



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furnished by the Subscriber to any of the foregoing in connection with this transaction; or (ii) any action for securities law violations instituted by the Subscriber that is resolved by judgement against the Subscriber.

**9. Waiver:** No failure or delay on the part of the Fund, any Director, the Administrator, or the Global Distributor (each a "**Relevant Person**") in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Failure on the part of a Relevant Person to challenge any act of the Subscriber or to declare the Subscriber in default with respect to a Relevant Person, irrespective of how long that failure continues, shall not constitute a waiver by such foregoing persons of their rights with respect to that default until the applicable statute of limitations period has run.

**10. Assignments:** This Application Form shall be binding upon the Subscriber and its successors and permitted assigns and shall inure to the benefit of the Fund's successors and assigns. The Subscriber agrees that the representations, warranties, agreements and covenants set forth in this Application Form shall, in

pertinent part, survive the acceptance (or rejection) of the subscription and any subsequent redemption from the Fund of all of the Subscriber's Units, and if the Subscriber consists of more than one person, shall be the joint and several obligation of each person.

**11. Governing law and jurisdiction:** This Application Form shall be governed by and construed in accordance with the laws of Cyprus. The Subscriber hereby agrees that any suit, action, or proceeding with respect to this Application Form and any or all transactions relating hereto and thereto may be brought in the courts of Cyprus. The Subscriber hereby irrevocably submits to the jurisdiction of such courts with respect to any such suit, action, or proceeding and agrees and consents that service of process as provided by laws of Cyprus may be made upon the Subscriber in any such suit, action, or proceeding brought in any of said courts, and may not claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Nothing contained herein shall affect the right of the Fund to commence any suit, action, or proceeding or otherwise to proceed against the Subscriber in any other jurisdiction or to serve process upon the Subscriber in any manner permitted by any applicable law in any relevant jurisdiction.



## APPENDIX A:

## ADDITIONAL SUBSCRIPTION APPLICATION FORM

**IMPORTANT**

INVESTORS SHOULD ENSURE THAT THIS FORM IS RETURNED BY POST TO THE ADMINISTRATOR AT THE ADDRESS BELOW. APPLICATIONS WILL NOT BE ACCEPTED AND UNITS WILL NOT BE ISSUED OR REDEEMED UNLESS THIS FORM HAS BEEN COMPLETED IN FULL AND RECEIVED BY THE ADMINISTRATOR ALONG WITH ALL INFORMATION AND SUPPORTING DOCUMENTATION.

**To: BOC Common Funds**  
**c/o BOC Asset Management Ltd**  
**Attention: Client Service & Administration Department**  
**Address: 154 Lemesou Avenue, 1<sup>st</sup> floor, 2025, Strovolos, Nicosia**  
**Email: bocam@bankofcyprus.com**  
**Tel: +357 22 121790**  
**Fax: +357 22 123743**

INVESTOR NAME

\_\_\_\_\_ (the "Investor")

ID Number/Passport:

\_\_\_\_\_

Client Code:

\_\_\_\_\_

The undersigned applicant (the "**Subscriber**") hereby submits an additional subscription ("**Additional Application**") in the amount of:

\_\_\_\_\_

(insert amount in currency of Class and in words) in BOC EUROPEAN EQUITY FUND OF FUNDS.

The Net Amount to be invested is the Gross Amount less the applicable Entry fee as described in the table below:

Gross Amount Invested	Up to EUR 50,000	EUR 50,001 to EUR 150,000	EUR 150,001 and over
Entry fee (%)	2.0%	1.5%	1.0%

The Subscriber acknowledges and agrees that: (i) the Subscriber is making the Additional Subscription Application on the terms and conditions contained in the Application Form dated \_\_\_\_, 20\_\_, previously executed by the Subscriber and accepted by the Fund (the "**Original Application**"); (ii) that the Subscriber's representations and covenants contained in, and investor information provided by, the Original Application and the Appendices thereto (including, without limitation, any anti-money laundering documentation) are true and correct in all material respects as of the date set forth below except as may be altered herein.



**APPLICANT DETAILS AND AUTHORISED SIGNATORIES**

Investor name(s) must be identical to name(s) under which Units have been registered previously and signature(s) must be identical to signature(s) on the original Application Form of the Investor.

**Bank Account Details for Subscription Payments (complete as applicable):**

Currency: EUR

Bank: \_\_\_\_\_

Account Name\*: \_\_\_\_\_

Account Number: \_\_\_\_\_

IBAN: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

*\*needs to be the same as beneficiary name. In case of joint holders the name of the account can be any one of the joint holders.*

\_\_\_\_\_  
Signature of Investor  
or Authorised Signatory

**NOTES:**

- Capitalised terms not otherwise defined in this Additional Application Form have the same meaning as in the Application Form of the Fund.
- This Additional Application Form must be received by the Administrator at the address above no later than the cut off time, as indicated in the Prospectus., Subscription money in cleared funds must be received from the same source as detailed in the Original Application.



**APPENDIX B:  
REDEMPTION REQUEST FORM**

**IMPORTANT**  
 INVESTORS SHOULD ENSURE THAT THIS FORM IS RETURNED BY POST TO THE ADMINISTRATOR AT THE ADDRESS BELOW. APPLICATIONS WILL NOT BE ACCEPTED AND UNITS WILL NOT BE ISSUED OR REDEEMED UNLESS THIS FORM HAS BEEN COMPLETED IN FULL AND RECEIVED BY THE ADMINISTRATOR ALONG WITH ALL INFORMATION AND SUPPORTING DOCUMENTATION.

**To: BOC Common Funds  
 c/o BOC Asset Management Ltd  
 Attention: Client Service & Administration Department  
 Address: 154 Lemesou Avenue, 1<sup>st</sup> floor, 2025, Strovolos, Nicosia  
 Email: bocam@bankofcyprus.com  
 Tel: +357 22 121790  
 Fax: +357 22 123743**

**INVESTOR NAME**

\_\_\_\_\_ (the "Investor")

ID Number/Passport:

\_\_\_\_\_

Client Code:

\_\_\_\_\_

The undersigned hereby submits a request to redeem that portion of its investment in BOC Funds as indicated below, on the next available redemption date (the "**Redemption Date**") following receipt of this form and on the terms and subject to the conditions of the Fund's Prospectus and the Supplements thereto, as may be amended or further supplemented from time to time (the "**Prospectus**") and the Fund's constitutive documents from time to time in force:

\_\_\_\_\_ N<sup>o</sup>. of Units  
 /Monetary Value in currency of Class (*circle applicable transaction option*)

in BOC EUROPEAN EQUITY FUND OF FUNDS.

**Costs and charges may be applied to the redemption proceeds which shall be borne by the Investor. Such applicable charges may consist of bank charges, wire transfers, exchange rate differences in currency rates, etc.**

Investor name(s) must be identical to the name(s) under which Units have been registered and signature(s) must be identical to signature(s) on the Investor's original Application Form.



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**Bank Account Details for Redemption Payments:**

Currency: EUR

Bank: \_\_\_\_\_

Account Name\*: \_\_\_\_\_

Account Number: \_\_\_\_\_

IBAN: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

*\*needs to be the same as beneficiary name. In case of joint holders the name of the account can be any one of the joint holders.*

\_\_\_\_\_  
Signature of Investor  
or Authorised Signatory

**NOTES**

- This Redemption Request Form must be received by the Administrator no later than the cut off time, as indicated in the Prospectus
- This Redemption Request Form must be signed by the Investor or any of the joint Investors, their attorneys or authorised signatories, and in the case of a body corporate, by a duly authorised officer or attorney under seal.
- Capitalised terms not otherwise defined in this Redemption Request Form have the same meaning as in the Prospectus.
- No payments of redemption monies will be made until the original signed Original Application has been received.