

**Documentation required**

**This application will not be processed until all supporting documentation required by the Manager has been received.**

A fully completed application signed by ALL applicants. Where there is more than one applicant each applicant must sign.

**For Individuals**

Individuals must provide the following documentation, as a minimum, before a subscription for Shares will be processed:

- A legible, valid, certified copy of a passport or national identification document, showing a specimen signature and a photograph of each applicant; and
- An original or certified document to verify the permanent residential address of each applicant, or with the Manager's permission, the correspondence address(es), detailed on the application overleaf, i.e. a recent bank statement or a recent utility bill (less than 6 months old).

**For Companies**

Companies must provide the following documentation, as a minimum, before a subscription for Shares will be processed:

- The original or a certified copy of the company's Certificate of Incorporation;
- The original or a certified copy of the company's Memorandum and Articles of Association or equivalent statutory documentation;
- A corporate resolution, certified by a director, authorising the opening and operation of the account together with a corporate mandate;
- For established companies, a copy of the latest report and accounts, if available (audited where applicable); and
- Where the Manager does not already hold documentation, all beneficial owners and at least two directors of the company must provide documentation required for individuals, as detailed above.

**For Nominees**

If the investment is made by a financial institution, regulated in an equivalent jurisdiction, as nominee (i.e. on behalf of an underlying individual or corporate entity); an AML Questionnaire (available upon request) must be completed. The account must bear a designation specific to either the bulk investment, the underlying individual or entity.

Where the nominee is not regulated, in an equivalent jurisdiction or an AML Questionnaire has not been completed the underlying individual(s) or corporate entity(ies) must be verified as for any individual/company applicant, as outlined above.

Please note that an undesignated nominee investment is not acceptable.

**The applicant must read and consider the Offering Memorandum before completing this application.**

**The completed and signed Application Form and any other declarations and information, together with subscription monies must be received by the Manager by the subscription dealing deadline. Applications may be accepted or rejected at the sole discretion of the Manager and in particular the Manager may require any applicant to provide further information and/or declarations. In particular, measures aimed towards the prevention of money laundering may require a detailed verification of the applicant's identity.**

**Please refer to the Terms and Conditions overleaf. Please take special note of the requirements regarding certification and specimen signatures. Please tick appropriate boxes.**

**Investment details** (The minimum total subscription is GBP 10,000 and the minimum total top-up is GBP 5,000. A lesser amount may be accepted at the absolute discretion of the Manager.)

Cell	Currency	Code	Investment amount*	Office Use Only Investment amount in GBP	Office Use Only Initial charge/Commission
Optimum Participating Shares	GBP	OPTOP			
Risk Level 5 Participating Shares	GBP	OPTR5			
Risk Level 4 Participating Shares	GBP	OPTR4			
Risk Level 3 Participating Shares	GBP	OPTR3			
Risk Level 2 Participating Shares	GBP	OPTR2			
Risk Level 1 Participating Shares	GBP	OPTR1			

\*If you wish to make payment in a currency other than Sterling, please contact the Manager before doing so. (See section 4 of the Terms and Conditions overleaf). Unless otherwise requested valuations will be sent in Sterling.

**Registration details of the First Shareholder. Shares will be issued in registered, non-certificated form. Maximum of 4 holders. Please write clearly in block capitals using the boxes provided.**

Title (Mr, Mrs, Miss etc)	Family name/Company name/Nominee name
Forename (1)	Forename(s) (other)
Designation (if any)	Company registration number
Permanent residential or registered company address	Correspondence address (if different from residential or registered address)
Occupation	Date of Birth
Telephone number (home)	Telephone number (business)
Fax number (home)	Fax number (business)
E-mail address (home)	E-mail address (business)

**Registration details of Second Shareholder**

Title (Mr, Mrs, Miss etc)	Family name
Forename (1)	Forename(s) (other)
Permanent residential or registered company address	Correspondence address (if different from residential or registered address)
Occupation	Date of Birth

**Registration details of Third Shareholder**

Title (Mr, Mrs, Miss etc)	Family name
Forename (1)	Forename(s) (other)
Permanent residential or registered company address	Correspondence address (if different from residential or registered address)
Occupation	Date of Birth

**Registration details of Fourth Shareholder**

Title (Mr, Mrs, Miss etc)	Family name
Forename (1)	Forename(s) (other)
Permanent residential or registered company address	Correspondence address (if different from residential or registered address)
Occupation	Date of Birth

**Investor Signing Authority**

Please **tick the box** if you wish the authorisation as stated in section 7 of the Terms and Conditions overleaf to apply. If you wish your account to be operated on any other basis please **do not tick the box** and inform the Manager, in writing, signed by all Shareholders, how you wish the account to be operated.

**Monthly Factsheets**

Should you wish to receive the Fund's monthly factsheet from the Investment Manager, please enter your preferred email address here :

**Broker Use Only** (to be completed by Broker where applicable)

Broker Name	Broker Code
Address	

**Method of payment to purchase Shares** The Family/Company name of the first named Shareholder must be quoted with all payments. Please note that if you have indicated the method of payment as Electronic Bank Transfer, you are not authorising the Manager to initiate payment. You will have to instruct your bank directly to debit your account.

- Electronic Bank Transfer from bank account detailed below**  
See electronic bank transfer information below for the relevant recipient bank details and information which must be quoted with your payment.
- Cheque made payable to: JTC (Jersey) Limited re The Optimised Fund PC**  
The Manager reserves the right to defer the acceptance of this application until cleared monies are received.

**Application payment bank details** Indicate below the source of the application monies. Please note that the Manager does not accept third party payments.

SWIFT/Sort/branch code	Name of bank
	Account name
Branch address	Account number

**Source of Wealth** Indicate below the origin of monies being invested (e.g. accumulated savings, inheritance, investment switch etc)

**Redemption payment bank details** Indicate where you will require proceeds to be sent on redemption. Please note that proceeds will be sent by Electronic Bank Transfer and also that the Manager does not make third party payments.

SWIFT/Sort/branch code	Name of bank	
	Account name	
Branch address	Account number	Currency

**Declaration**

I/We understand that this application is subject to the Terms and Conditions overleaf and the current Offering Memorandum, as amended from time to time.

I/We confirm that we have made the decision to invest in the Fund at our own discretion being fully apprised of all the relevant information required to make that decision on a fully informed basis.

I/We acknowledge that I/we have read and understood the Offering Memorandum.

I/we declare that I am/we are not an Excluded Person/Persons as defined in the Offering Memorandum.

**Individuals:** I/We acknowledge that I am/we are contracting as principal with the Manager.

I/We declare that I am/we are not a resident/residents of the United States of America and that I am/we are not holding and will not hold Shares in the Fund for or on behalf of an individual or individuals so resident or a US person or persons.

I/We declare that I am/we are over 18 years of age.

**Companies:** We acknowledge that we are contracting as principal with the Manager. We declare that we are not resident in the United States of America and that we are not holding and will not hold Shares in the Fund for or on behalf of a person, or persons, so resident or a US person or persons.

**Others (including Bankers/Brokers/Other Agents):** I am/We are not holding and will not hold Shares in the Fund for or on behalf of a person resident either in the United States of America or a US person or persons. (US person is defined in the Offering Memorandum).

I/We warrant that, having received and considered the Offering Memorandum and Supplement, I am/we are aware

(a) that this application relates to the purchase of Shares in the Fund which has been created as a protected cell of the Company;

(b) that the Company has been established as a protected cell company and has no power to meet any liability attributable to a particular Cell from the non-cellular assets of the Company or to meet any liability, whether attributable to a particular Cell or not, from the cellular assets of another Cell and that any recourse a Shareholder may otherwise have in respect of its investment shall be limited to the assets of the Fund/Cell in which it holds shares;

(c) that with respect to this application, the Manager is acting on behalf of the Fund; and

(d) of the risks inherent in investing in shares in a protected cell.

I/We do not authorise the Manager to act upon instructions by facsimile as detailed in section 6 of the Terms and Conditions overleaf (tick box)

I/We confirm that we have read and agree to the terms and conditions contained in the application form relative to the Fund and, in particular, the section headed "Confidentiality and Data Protection" set out overleaf and confirm that my/our personal information may be used as described in that section.

I/We hereby acknowledge and confirm that:

- any investment in the Fund should be made only after (i) carefully reading the latest Offering Memorandum for the Fund (including the risk factors set out therein) and the documents referred to therein and (ii) consulting with independent, qualified sources of investment and tax advice;
- facts sheets and/or other documents (together, "Information Documents") in relation to the Fund may have been circulated;
- I/We have disregarded all Information Documents in making my/our decision to acquire shares in the Fund;
- none of the Information Documents will form part of the terms of my/our investment in the Fund and if there is any inconsistency between any Information Document and the latest Offering Memorandum for the Fund, the Offering Memorandum will prevail.

**Email communication:** Electronic transmission of information and in particular, email communication, cannot be guaranteed to be secure or virus or error free. It can be intercepted, lost, corrupted and be delivered late or incomplete. By signing the Application Form you accept, as we do, the risks of such communication and hereby authorise electronic communication between us in the full knowledge and understanding of all the risks associated with email communication. We each agree to adopt reasonable procedures to check for and prevent the transmission of viruses prior to sending information electronically. We shall each be responsible for protecting our own systems and interests in relation to communicating electronically and both the Manager and client (and in each case their respective directors, partners, employees, agents or servants) shall have no liability to each other on any basis (including negligence) in respect of any error, damage or loss or omission arising from or in connection with the electronic communication of information between us and our reliance upon such information.

I/We will notify the Manager immediately of any change in my/our circumstances that would result in me/us being unable to repeat the above Declarations at any time.

I/We hereby confirm that I/we have read and understood the latest Offering Memorandum for the Fund (including all documentation referred to therein) and that I/we constitute an Acceptable Investor/Acceptable Investors (as defined in the Offering Memorandum) and meet the required criteria (tick box)

**Signatures** (All joint holders must sign)

<b>First Shareholder</b>	<b>Second Shareholder</b>
<input type="text"/>	<input type="text"/>
<b>Third Shareholder</b>	<b>Fourth Shareholder</b>
<input type="text"/>	<input type="text"/>
Date <input type="text"/>	

**Electronic Bank Transfer Information**

Currency	Account Holding Bank	Account Number
Sterling (GBP)	BNP Paribas Securities Services S.C.A., Jersey Branch PO Box 451, Liberte House 19-23 La Motte Street St Helier, Jersey JE4 5RL Channel Islands	Account Name: JTC (JSY) LTD S & R Sort Code:60-95-06 SWIFT: PARBJESH Account Number:10174000 IBAN: GB03 PARB 6095 0610 1740 00

# Terms and Conditions

## 1 Glossary

The following expressions in these Terms and Conditions shall have the following meanings:

“Fund” means The Optimised Fund PC, a Protected Cell of The Optimised Funds Company PCC described on the front page of this Application Form  
“Share” means a participating share of any class in the Fund  
“Manager” means JTC (Jersey) Limited  
“Offering Memorandum and Supplement(s)” means the relevant Fund’s Offering Memorandum and Supplement(s) as issued and amended from time to time  
“You” and “your” means the Shareholder(s)  
“JTC” means JTC Group Limited, its subsidiaries and associated companies.

## 2 Account opening

The Manager reserves the right to refuse to establish a relationship with you, accept funds from you or register you as a Shareholder without giving reason for its decision.

In subscribing for Shares you are agreeing to complete the application overleaf fully and truthfully. You are also agreeing to provide the Manager with any supplementary documentation the Manager may require in order to undertake the due diligence obligations it is legally required to fulfil.

**The following documentation is required, as a minimum, before a subscription for Shares may be processed:**

Fully completed application signed by you, or in respect of joint accounts, all of you and, where the Manager requires documentary evidence:

If the Manager does not have sight of the original, a legible valid certified copy of a passport or national identification document, showing at least a specimen signature and a photograph, of you, or in respect of joint accounts, all of you; and a document to verify your or, in respect of joint accounts, all of your permanent residential address(es), or with the Manager’s permission, the correspondence address(es), detailed on the application overleaf, i.e. a bank statement or a utility bill. The document must have been issued within six months of the date the application is received by the Manager.

Companies must provide the following documentation, as a minimum, before a subscription for Shares may be processed:

The original or a certified copy of the company’s Certificate of Incorporation;  
The original or a certified copy of the company’s Memorandum and Articles of Association or equivalent statutory documentation; A corporate resolution, certified by a director, authorising the opening and operation of the account together with a corporate mandate; and  
For established companies: a copy of the latest report and accounts, if available (audited where applicable). Where the Manager does not already hold documentation all beneficial owners and at least two directors of the company must provide documentation required for individuals, as detailed above.

The person certifying any document must be a professional person, such as a lawyer, an accountant, a bank official (an individual with signing authority), a director of a regulated financial institution, a notary public, a member of the judiciary, a senior civil servant, a Commissioner of Oaths or a serving Police Officer. The certifier must clearly evidence, in writing (printed) or in the form of a stamp, their full name, place at which they can be found (business/residential address), capacity in which they have signed, the date on which they have signed and their original signature.

The Manager will not be held liable for any losses suffered, (i.e. foreign exchange and market movements) including losses on redemption, by you due to any delay in obtaining any documentation it requires from you.

## 3 Charges

Charges for subscribing for and redeeming Shares in the Fund and other charges are detailed in the Offering Memorandum and Supplement.

## 4 Conversion of currencies

In the absence of any contrary instruction, the Manager reserves the right to convert incoming funds into the currency in which Shares are issued. Conversion will be carried out at the prevailing rate on the date cleared funds are available. You will meet currency conversion charges.

## 5 Instructions

If the Manager receives any conflicting or ambiguous instructions from you in connection with your Shareholding or if the Manager is unable to authenticate to its own satisfaction the source of the instruction, the Manager may, at its absolute discretion and without liability, act or decline to act as it sees fit.

## 6 Facsimile Authority / Indemnity

If you have not indicated overleaf that you do not wish the facsimile authority to apply, you request and authorise the Manager to accept and act upon your facsimile instructions (“the Instructions”) in respect of any instruction which the Manager would normally accept if the instruction were presented in an original written format in accordance with the mandate over your Shareholding. The Manager will not accept any responsibility for any loss, consequential or otherwise, incurred by you as a result of the Manager acting or declining to act, wholly or in part, on Instructions which the Manager believes to have been given in conformity herewith, whether or not such Instructions have been so given. The fact that any instruction may later be shown to be in any way false, inaccurate, unauthorised or otherwise not authentic, should not be an impediment to the rights of the Manager hereunder. You, jointly or severally if you are joint Shareholders, will indemnify the Manager against any loss or liability or expense incurred by the Manager as a result of the Manager entering into and performing under this authority or acting or declining to act on any instruction. Any instruction given must be in accordance with the mandate over your Shareholding and the Manager may request written confirmation of any instruction.

You should note that indemnifying the Manager may have legal consequences and you are recommended to seek independent legal advice before signing the application overleaf. Sending information by facsimile is not a secure means of sending instructions. The risks involved in giving instructions by facsimile include the risk that instructions may be fraudulently or mistakenly given, written, altered or sent and may not be received in whole or in part by the Manager. In agreeing to act on such Instructions, the Manager does so only for your convenience and at your risk.

You agree that this authorisation shall remain in force until you notify the Manager, in an original written format, of its termination. Any such notice shall be without prejudice to the completion of Instructions already initiated pursuant to this authority.

You should also note that this authority does not apply to stock transfers, which must always be presented in an original written format.

## 7 Joint accounts

Two or more individuals are deemed to be joint Shareholders. All correspondence will be addressed to the first named Shareholder only. The Shareholding will be styled in the order provided on the application overleaf, unless the Manager is otherwise advised in writing. The Manager will assume that any one of you has full signing authority over your joint Shareholding.

The Manager will treat any of you as being entitled to receive all redemption proceeds in respect of your joint Shareholding. The Manager will not recognise or be concerned with any division of ownership of your Shareholding, unless specifically required to do so by law. In the event of the death of any one of you, your Shareholding will be held to the order of the survivors in accordance with the mandate over the Shareholding.

## 8 Redemption proceeds

Redemption proceeds will only be paid directly to you or into your account. No third party payments will be made. Telegraphic transfer costs (if applicable) will be deducted from the redemption proceeds.

## 9 Commission sharing

The Manager may share remuneration with another person, or other persons, who has, or have, introduced business to the Manager and in so doing has brought about a subscription in the Fund, which would not have taken place without that person, or those persons, involvement. The Manager shall provide information pertaining to the amount of any such remuneration to you on request.

## 10 Confidentiality & Data Protection

The information that an applicant who is a natural person provides in this Application Form or in any way by whatever means and whether in relation to an application for Shares or otherwise (together “personal data”) will be held, controlled and processed by the Manager (as data controller) in confidence and in accordance with its obligations under the Data Protection (Jersey) Law 2005. Each applicant consents to its personal data being disclosed to, held and processed by the Fund, the Auditors, the Custodian, the Investment Manager, any group company, delegate or appointee of or service provider or advisor to the Manager and/or any of foregoing, the applicant’s financial adviser (where appropriate), and/or any judicial, governmental, administrative or regulatory bodies for any of the following purposes:

- to comply with any statutory or regulatory requirements applicable to or in-house procedures of any such person (including under anti-money laundering legislation and/or to verify the identity of the applicant for the purpose of preventing fraud or other financial crime);
- to manage or administer the applicant’s holdings in the Fund and any related account on an ongoing basis, to operate the Company and Fund or to carry out statistical analysis or market research;
- to verify the identity of the Company or Fund in connection with any actual or proposed investments of the Fund or for any purpose which the Manager considers is in the legitimate business interests of the Company or Fund; and/or
- for any other specific purpose to which the applicant has given specific consent.

Any such disclosure of personal data shall be in accordance with the obligations of the Manager under the Data Protection (Jersey) Law 2005.

Each applicant acknowledges that in the course of the processing and disclosure described above its personal data may be transferred to entities situated or operating in countries outside of the Channel Islands and the European Economic Area and that such countries may not have data protection laws equivalent to those in Jersey. The Manager will, where required to do so by law or where it considers appropriate, implement contracts which seek to ensure that any such entity is contractually bound to provide an adequate level of protection in respect of the personal data transferred to it.

The Manager shall not be liable to you for any loss or damage where it exercises its right to disclose or withhold information pursuant to lawful order or otherwise in accordance with laws and regulations to which it is subject.

Notwithstanding the above, your personal information may be transferred to other JTC Group companies or to other fund service provider of the Fund and we, and such other companies and fund service provider, may use this information to administer your investment in the fund and to provide services to you. In addition we (and other companies in the JTC Group if they provide services to you) may use this information to confirm your identity.

In order to provide the services to you in terms of this agreement, or as you may request from time to time, it may be necessary for us to transfer your information to agents or service providers (which may include other members of the JTC Group) (“agents”) who, pursuant to existing or future arrangements, provide services to us (for example, through outsourcing). These agents may be located in countries outside the European Economic Area, which provide a different level of data protection from Jersey. If we do so, we will ensure that any agent to whom we pass your information agrees to treat your information with the same level of protection and confidentiality as we will apply to it in compliance with the relevant data protection legislation in force from time to time.

## 11 Exclusion of liability and indemnity

Neither the Manager, nor its employees, nor any connected companies (“the Parties”), shall be liable for any loss suffered by you in connection with your Shareholding unless such loss arises from any of the Parties negligence, wilful default, bad faith or fraud. The Parties shall not be liable for any loss suffered by you arising directly or indirectly from any act or default of any other company or person.

You will indemnify the Parties against any loss, liability or expense whatsoever which may be suffered or incurred by the Parties directly or in connection with your Shareholding provided except to the extent that such loss, liability or expense is due to the Parties negligence, wilful default, bad faith or fraud.

## 12 Force majeure

In the event of any failure, interruption or delay in performance of the Manager’s obligations resulting from acts, events or circumstances not reasonably within the Manager’s control, including but not limited to industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, the Manager shall not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by you as a result.

## 13 Governing Law

All matters pertaining to your Shareholding will be governed by and construed according to the law of the Island of Jersey and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the Island of Jersey.

## 14 Obligations

The Manager must be kept informed of any changes or disputes that may affect your Shareholding. No changes will affect any outstanding orders or transactions or any legal rights or obligations that may already have arisen prior to the Manager receiving notice of such events.

For your protection communication by telephone may be recorded.

## Return to

JTC (Jersey) Limited  
PO Box 1075, Elizabeth House  
9 Castle Street, St Helier  
Jersey JE4 2QP Channel Islands  
If you have any queries please telephone +44 1534 700000 or fax +44 1534 700007