Henderson Horizon Fund

Société d'Investissement à Capital Variable (SICAV)

# Application Form

Private share class

KIID

Valid from 15 April 2013

**From 18 June 2012, investors are required to have read the latest version of the relevant Key Investor Information Document (the "KIID") prior to placing a subscription. These documents are available from www.henderson.com.**

**Please complete this form in BLOCK CAPITALS and return to:**

The Registrar and Transfer Agent, BNP Paribas Securities Services, 33 rue de Gasperich, Howald-Hesperange, L-2085 Luxembourg
Tel: +352 2696 2050
Fax: +352 2696 9747

## SECTION 1 – Investor information

The investor is the person who subscribes for shares. All shareholder mailings will be sent to address provided here.

**1. General information on investor (mandatory)**

| | | |
|---|---|---|
| Title (Mr, Mrs, Ms, Other) | Date of birth | |
| Surname | Under 18 years old | Yes ☐ No ☐ |
| First name(s) | City of birth | |
| | Country of birth | |
| | Nationality | |

**Source of funds** (please tick)

☐ Savings ☐ Inheritance ☐ Other

☐ Sale of real estate ☐ Redemption from other investment

| | |
|---|---|
| Business activity | Occupation |

**Residential address** (PO box and c/o addresses will not be accepted)

| | |
|---|---|
| Street/No | Telephone number |
| | Fax number |
| Postcode | Email* |
| City | Tax identification no |
| Country | Tax residence country |

Name of ISA Manager

**Reporting** (reporting is sent either by mail or by fax)

| | | | | | |
|---|---|---|---|---|---|
| Reporting language | ☐ English | ☐ French | ☐ German | ☐ Italian | ☐ Spanish |
| Reporting currency | ☐ USD | ☐ EUR | ☐ GBP | Other | |
| Reporting by fax | ☐ No | ☐ Yes | Fax number | | |

**Dividend income is to be:**

☐ Paid to the investor bank account ☐ Sent by cheque ☐ Reinvested

* Henderson is increasingly communicating with investor via email. Therefore, we ask that you include your email address. This would not be used for marketing purposes.

Henderson GLOBAL INVESTORS

**2. General information on joint-holders and guardian** (if applicable)

Please tick which applies ☐ Joint holders ☐ Guardian ☐ Proxy

| | |
|---|---|
| Title (Mr, Mrs, Ms, Other) | Date of birth |
| Surname | Under 18 years old Yes ☐ No ☐ |
| First name(s) | City of birth |
| | Country of birth |
| | Nationality |

**Source of funds** (please tick)

☐ Savings ☐ Inheritance ☐ Other

☐ Sale of real estate ☐ Redemption from other investment

| | |
|---|---|
| Business activity | Occupation |

**Residential address** (PO box and c/o addresses will not be accepted)

| | |
|---|---|
| Street/No | Telephone number |
| | Fax number |
| Postcode | Email* |
| City | Tax identification no |
| Country | Tax residence country |

**For additional joint-holders and guardian (if applicable), please use an additional sheet and provide details as requested in section 2.2. Please note that in case of joint register, all applicants will be considered as joint applicants, but individual signatory powers apply. Reporting will be sent to the First Applicant as defined in the Terms and Conditions attached.**

**3. Register designation** (if applicable)

If different from the investor name

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

**4. Investor payment instruction to be used in case of redemption/dividend payment (mandatory)**

| | |
|---|---|
| Bank name | BIC/SWIFT Code ☐☐☐☐☐☐☐☐☐☐☐ |
| Street/No | and/or National Bank Code (ex: BLZ, sort code) |
| Postcode | Account number (IBAN if existing)* |
| City | Account holder name** |
| Country | Account currency |

In case payment must be made through a **correspondent bank**, please provide the following information:

| | |
|---|---|
| Bank name | BIC/SWIFT Code ☐☐☐☐☐☐☐☐☐☐☐ |
| Street/No | and/or National Bank Code (ex: BLZ, sort code) |
| Postcode | Account number (IBAN if existing)* |
| City | Account holder name** |
| Country | Account currency |

* Please note that an IBAN must be provided if your account is in Euro.
** Please note that payments to, or for, the accounts of third parties are not accepted (except in the cases where the investor is under 18 years old and in such circumstances payment will be made to the legal guardian).

**Please confirm the following** (please tick the appropriate box**):**

| | | |
|---|---|---|
| ☐ | I am investing through an intermediary. | Please proceed to **section 2** |
| ☐ | I am not investing through an intermediary. I am investing on behalf of someone else and it is they who have economic benefit of the shares. | Please proceed to **section 3** |
| ☐ | I am not investing through an intermediary. I am investing on my own behalf and I have economic benefit of the shares. | Please proceed to **section 4** |

## SECTION 2 – Intermediary information

The intermediary is the financial company through which the investor submits his Application Form, before sending it to BNP Paribas Securities Services, Luxembourg Branch.

**1. General information on intermediary/distributor** (mandatory if the investor submits his Application Form through an intermediary)

Intermediary name

Intermediary registered address (PO box and c/o addresses will not be accepted)

Street/No | Telephone number

Postcode | Fax number

City | Country

Regulation

Is the intermediary regulated? ☐ Yes ☐ No

If yes

Name of the regulatory body

Regulator web site address of the page showing the name of the intermediary

If you are a UK based intermediary/distributor please confirm your Financial Conduct Authority (FCA) number

**If this application does not relate in any way to business for a Retail Client in the UK, please tick this box:** ☐

If the Investor for this application is a Retail Client in the UK:

Please indicate if this investment and all future investments for this investor pursuant to this application form are to be placed on an execution-only basis or, alternatively, if advice has been given in respect of this investment;

☐ Advised ☐ Execution-Only

Please note that if you as intermediary intend to transact a mixture of advised and execution-only business for this investor, you are required to apply for two separate accounts for the investor – one to hold advised business only and the other to hold execution-only business.

If neither box is ticked, or if it is in any way unclear at the time of application if this business will be placed on an advised or execution-only basis, we will treat this investment as "advised", the account noted as such, and no commission will be payable in respect of it.

**2. Declaration concerning Know Your Client/Anti-Money Laundering controls done by the intermediary**
(mandatory if investor submits his Application Form through an intermediary)

The intermediary confirms that, to the best of its knowledge and on a best efforts basis, it has the appropriate means and internal procedures to prevent and avoid the utilisation of the Henderson Horizon Fund (The "Fund") for the purposes of money laundering (i.e. any activity involving the investment, concealment or conversion of the direct or indirect proceeds of criminal activities as listed in Luxembourg law) or terrorism financing, and to detect and intercept money laundering channels or chains.

- We substantiate, on the basis of probative official documents, the true identity of (a) all our clients, both regular and occasional, including investors into funds for which we act as intermediary and for which Henderson Fund Management (Luxembourg) S.A. acts as Management Company to the Fund, and (b) where our clients are not acting on their own behalf, of economic beneficiaries (ie. beneficial owners) and authorised representatives of the clients hereinafter collectively referred to as the "Client").
- We retain register opening and Client identification documentation for a period of at least 5 years after the end of our relationship with the Client.
- When required to by Henderson Fund Management (Luxembourg) S.A. or BNP Paribas Securities Services, Luxembourg Branch, Client identification documents shall be promptly made available to the requesting entity.
- Our procedures to prevent money laundering include the monitoring of Client transactions, including, but not limited to, the monitoring of the source and destination of funds, the review of the purpose and object of the transaction, and, with a risk-based approach, applying enhanced checking procedures to transactions which we identify as unusual in their size, conditions or nature.
- We are aware of the terms of the Prospectus of the relevant funds and we shall observe them. In particular we shall not allow the purchase or holding of shares of the Funds by persons not authorised to purchase or hold them under the provisions of the Prospectus.
- We shall not advertise for clients, solicit clients, or sell any of the funds for which you act as Transfer Agent, unless we may do so in compliance with the laws and regulation applicable in Luxembourg or in other country where such advertising, solicitation, offer or sale takes place.
- We are aware of the European Community watch list contained in regulations concerning identification and declaration of business relations with suspected terrorist groups, persons or entities, or country subject to embargo, and we have checked and will monitor that the Client does not appear on such watch list.
- Our officers and employees comply strictly with all related procedures and controls in place.
- We hereby certify that we (a) are not a shell bank within the meaning given to these terms under US legislation (USA PATRIOT Act: Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act) and (b) do not accept shell banks as a client.

**Please tick:**

☐ We do comply with the above declaration ☐ We do not comply with the above declaration

If the intermediary complies with the declaration and is regulated in a Low Sensitivity Country* or has a parent company that is regulated in a Low Sensitivity Country which controls the application of FATF KYC/AML laws in its subsidiaries, then the Registrar and Transfer Agent may waive the identification procedure detailed in Appendix 1. Please complete **section 4**.

**2. Declaration concerning Know Your Client/Anti-Money Laundering controls done by the intermediary (continued)**
(mandatory if investor submits his Application Form through an intermediary)

If the intermediary is not regulated in a Low Sensitivity Country, or does not have a parent company that is regulated in a Low Sensitivity Country which controls the application of FATF KYC/AML laws in its subsidiaries, then the investor must enclose the documentation detailed in Appendix 1. Please complete section 3.

If the intermediary does not comply with the declaration above, then the investor must enclose the documentation detailed in Appendix 1. Please complete section 3.

*** Low Sensitivity Countries are, all FATF/GAFI countries, with the exclusion of Argentina, Brazil, China, Mexico, the Republic of Korea, Russian Federation, South Africa and Turkey. The list of low sensitive countries or countries considered as equivalent to low sensitive countries (a "Low Sensitivity Country"), as at 1 June 2012 are:**

**The list of Low Sensitive countries as of 01.06.2012 is: Belgium, Denmark, Finland, France, Germany, Hong Kong, Iceland, Ireland, Netherlands, Norway, Singapore, Sweden, Switzerland, United Kingdom, United States.**

**Are considered as equivalent to Low Sensitive countries as of 01.06.2012: Australia, Austria, Canada, Czech Republic, Estonia, Guernsey, Hungary, Isle of Man, Italy, Japan, Jersey, Latvia, Lithuania, Luxembourg, Malta, Monaco, New Zealand, Poland, Portugal, Republic of Korea (South Korea), Slovenia, Spain.**

This declaration shall be deemed reiterated at the time of any order placed with BNP Paribas Securities Services, Luxembourg Branch and shall continue throughout the period of our or our Client's holdings in the Fund for which BNP Paribas Securities Services, Luxembourg Branch acts as Registrar and Transfer Agent. The intermediary commits to inform BNP Paribas Securities Services, Luxembourg Branch if the intermediary ceases to be regulated.

**3. Signature section** (mandatory if investor submits his Application Form through an intermediary)

| Intermediary signature | Intermediary Stamp |
|---|---|
| Name | Date |

## SECTION 3 – Final beneficiary information

The final beneficiary of the shares is the person (or company) who has the economic benefit of the shares.

**In case of a change of final beneficiary, the investor commits to inform BNP Paribas Securities Services, Luxembourg Branch of the new beneficial owners(s).**

☐ The investor is the final beneficiary of the shares — Please proceed to **section 4**

☐ The investor is not the final beneficiary of the shares — Please complete **section 3 and section 4**

**1. General information on the final beneficiary** (mandatory if the final beneficiary is different from the investor)

| | | |
|---|---|---|
| Title (Mr, Mrs, Ms, Other) | Date of birth | |
| Surname | Under 18 years old | Yes ☐ No ☐ |
| First name(s) | City of birth | |
| | Country of birth | |
| | Nationality | |

**Source of funds** (please tick)

☐ Savings ☐ Inheritance ☐ Other

☐ Sale of real estate ☐ Redemption from other investment

| Business activity | Occupation |
|---|---|

**Residential address** (PO box and c/o addresses will not be accepted)

| | |
|---|---|
| Street/No | Telephone number |
| Postcode | Fax number |
| City | Email* |
| Country | |

**3. Signature section** (mandatory if investor submits his Application Form through an intermediary)

| Final beneficiary signature | Date |
|---|---|

## SECTION 4 – European Union Savings Tax Directive

In accordance with the provisions of the European Union Savings Directive ("EUSD") and the Luxembourg Law on Savings Income, withholding tax will apply when a Luxembourg paying agent makes distributions from and redemptions of Shares in certain funds and where the beneficiary of these proceeds is an individual residing in another Member State. An individual may elect to be brought into the EUSD exchange of information regime.

Investors are offered the following choice in relation to dividends and redemptions made directly to them by BNP Paribas Securities Services Luxembourg Branch in its capacity as paying agent.

I/We hereby authorise BNP Paribas Securities Services, Luxembourg Branch to report to the Luxembourg tax authorities details of any reportable payments. This will include my/our name, address, tax identification number, place of birth, account number and the total amounts of redemptions and distributions falling within the scope of the Luxembourg Law on Savings Income. Upon request, this information may be disclosed to the tax authorities in my/our country of residence. ☐

**If no box is selected, withholding tax will be deducted automatically.**

## SECTION 5 – Declarations and signature of the investor and joint applicants

1. I/We hereby confirm that the money or assets invested by me/us with the Fund are neither directly nor indirectly the proceeds of any criminal act within the meaning of applicable Luxembourg law.
2. I/We understand and accept that this application is made on the basis of, and subject to, the Prospectus, KIID and the Articles of Incorporation or Management Regulations of the Fund in force from time to time and that my/our statements and instructions set out in this Application Form shall apply to such dealings, unless I/we otherwise notify the Fund in writing.
3. I/We acknowledge that the Prospectus and KIID can be obtained from the website www.henderson.com. The KIID can be accessed by logging on to the website, selecting your geographical region and investor type and then accessing the Literature Library.

   I/We acknowledge that I/we have been notified of the address of the website and the place on the website where the information may be accessed.

   I/We consent to being provided with the KIIDs in this form via the website and not addressed to me/us personally.

   I/We further confirm that the medium of a website is appropriate in the context of the business between me/us and Henderson Horizon Fund.

   I/We confirm that, once KIIDs are available, I/we will ensure that I/we have read the latest version of each relevant KIID prior to submitting every investment application.
4. I/We declare to have understood that subscriptions are only valid if made on the basis of the current Prospectus supplemented by the latest annual report and accounts and the most recent semi-annual report and accounts, if published thereafter. (Please contact the Registrar and Transfer Agent or the regional sales office if you require any of these documents).
5. I/We am/are aware of the risks associated with investments in the Fund.
6. Either

   6.1 Where I am/we are applying as the US-proxy-holder or the US nominee of a person who is a non-US Person, I/we declare that I/we am/are not applying as the proxy-holder or the nominee of a person who is a US Person; that our underlying investors have not been solicited to purchase shares while physically present within the US; that at the time I/we placed my/our order to buy shares our underlying investors were outside of the US; that our underlying investors will not transfer any of the shares or any interest therein to a US Person; if our underlying investors status as a non-US person should change, I/we will immediately inform you. In such event, I/we agree that the Fund shall be entitled to (but shall not be obligated to) repurchase, or to require to me/us to sell the shares of our underlying investors to a person designated by the Fund; or

   6.2 I/we declare that I/we am/are not a US Person as defined in the Prospectus and that I/we am/are not applying as the proxy-holder or the nominee of a person who is a US Person; that I/we have not been solicited to purchase shares while physically present within the US; that at the time I/we placed my/our order to buy shares I was/we were outside the US; that I/we will not transfer any of the shares or any interest therein to a US Person; if my/our or underlying investors status as a non-US person should change, I/we will immediately inform you. In such event, I/we agree that the Fund shall be entitled to (but shall not be obligated to) repurchase, or to require to me/us to sell my/our shares to a person designated by the Fund.
7. I/We declare that I/we am/are over 18 years of age, or in cases of application on behalf of investors under 18 years of age, that I/we comply with the provisions set out in clause 5 of the terms and conditions.
8. I/We acknowledge and agree that the applicant's/applicants' personal details will be held by the Registrar and Transfer Agent and the Fund. I/We acknowledge that this data may be subject to recording and various processing for the purpose of subscriptions, redemptions and transfers. I/We acknowledge that I/we have a permanent access to such data and the right to request relevant amendments of the data.
9. I/We declare to have read and agreed to this Terms and Conditions of application attached hereafter (the "Terms and Conditions").
10. I/We hereby declare that the information contained in this Application Form is correct at the time of completion and I/we hereby undertake to promptly inform the Fund of any change in my/our details contained herein.
11. By subscribing for shares in the Fund, I/we accept that the entities in the register of shareholders may be made available to other companies in the Henderson Group, for the purpose of providing shareholder related services.

| Investor signature<br>(or guardian signature in case of persons under 18 years old) | Joint applicant signature(s) |
|---|---|
| Date | Date |

## APPENDIX 1 – General Terms and Conditions

**IN ORDER TO COMPLY WITH LUXEMBOURG LAW ON KNOW YOUR CLIENT/ANTI-MONEY LAUNDERING, THE FOLLOWING DOCUMENTATION MUST BE SENT TO THE REGISTRAR AND TRANSFER AGENT, BNP PARIBAS SECURITIES SERVICES, LUXEMBOURG BRANCH**

**PLEASE ATTACH THE FOLLOWING DOCUMENTATION TO YOUR COMPLETED APPLICATION FORM:**

A certified*copy of your valid ID card, passport.

A certificate of residency (e.g. copy of utility bill (less than 3 months old))

**IF SENDING YOUR APPLICATION FORM BY FAX, PLEASE SEND THE FOLLOWING DOCUMENTATION BY MAIL WITHIN FIVE WORKING DAYS:**

A certified* copy of the valid ID card, passport**

A copy of a proof of residency (e.g. copy of utility bill (less than 3 months old) or certificate or residency)

If the final beneficiary of the account is not you:
- a certified* copy of the valid ID card, passport of the final beneficiary**
- a copy of a proof of residency (e.g. copy of utility bill of the final beneficiary (less than 3 months old) or certificate of residency)

If you, as guardian, are investing on behalf of a person(s) under the age of 18 years old:
- a certified* copy of the valid ID card, passport of the guardian**
- a copy of a proof of residency (e.g. copy of utility bill of the guardian (less than 3 months old) or certificate of residency)
- a certified* copy of a proof of legal guardianship

If you wish to give a power of attorney to another person:
- a certified* copy of the valid ID card, passport of the attorney**
- a copy of a proof of residency (e.g. utility bill) of the attorney (less than 3 months old)
- the power of attorney (available upon request) duly completed and signed

* Certified means certified to be a true copy of the original by contact details and signature of any of the following entities:
- Public authority (town hall, ministry)
- Police officer
- Embassy or Consulate
- Notary
- Authorised signatory of a regulated bank located in a Low Sensitivity Country
- Solicitor regulated by the Law Society of England and Wales

** In the event that no other evidence of identity document is available, a driving licence can be accepted providing that the document is not older than 10 years and has a clear picture of the bearer (cf. CSSF 08/387, art 36).

Each document should clearly show the words "certified true copy of the original", the signature of the certifying person, the date and the original stamp, (if any) of the certifying entity.

If you have attached a passport or ID card issued in an EU member state, but wish to claim residency in a non-EU country, please enclose a tax-residency certificate issued by that country. If this is not enclosed then the issuing state of the passport or ID card will be classed as your country of tax residency.

## APPENDIX 2 – General Terms and Conditions

**1. General**

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

1.2 The Fund and the Registrar and Transfer Agent reserve the right to reject any application in whole or in part which is not completed in full and supported by the documentation requested and cleared monies, or for any other reason at its sole discretion. Failure to attach all documentation requested will result in a delay in the transaction being processed.

1.3 The Fund and the Registrar and Transfer Agent reserve the right to request additional information and documentation, including, but not limited to, translations and certifications rebating to such additional requests from the applicant(s) and existing investors in compliance with the legislation and regulations in force from time to time.

**2. Prevention of Money Laundering**

2.1 All applicants must complete section 3 "Final beneficiary information" unless you are investing directly on your own behalf and you have economic benefit of the shares or if you are investing via an intermediary who is regulated (or as a parent company that is regulated) in a Low Sensitivity Country which controls the application of FATF KYC/AML. You must be willing to provide all relevant documentation requested.

2.2 The section "Final beneficiary information" constitutes an integral part of these Terms and Conditions.

2.3 All applicants understand that due to the changing nature of anti-money laundering laws and regulations and the possible extensions of applicable rules, the Fund and Registrar and Transfer Agent may update and amend its procedures as might be required from time to time to comply with such amendments.

2.4 In compliance with CSSF circular 08/387 and other applicable anti-money laundering laws and regulations, the Registrar and Transfer Agent may require further identification of the applicant(s) or an existing investor before the application can be processed or the redemption proceeds can be paid out.

2.5 Subscription monies from a third party will not be accepted. Redemption proceeds can not be paid to a third party.

**3. Joint Applicants**

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

3.2 The different joint holders shall determine between them, by separate agreement, the rights of any joint account holder on the account.

The Registrar and Transfer Agent may at any time request each joint account holder to inform it about this determination. Under no circumstances can the knowledge that the Registrar and Transfer Agent has about the distribution of assets between the account holders of a joint account be used against the Registrar and Transfer Agent in any way.

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

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

**4. Power of Attorney**

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

**5. Application by a person under the age of 18 years old**

5.1 If this Application Form is submitted on behalf of, and the investment account is opened in the name of an investor under the age of 18 years old, the Application Form must be signed by the legal guardian(s). Duly certified proof of the legal guardianship has to be submitted in writing to the Registrar and Transfer Agent. The legal guardian(s) must provide a certified copy of a valid ID card/ passport.

5.2 The legal guardians, where more than one legal guardian exists, may authorise, to the extent permitted by any applicable law, one or another by notice in writing to the Registrar and Transfer Agent to represent the investor under the age of 18 years old solely, provided such authorisation is signed by both legal guardians. Sole representation will become effective two business days after receipt by the Registrar and Transfer Agent of such a request.

5.3 Upon the investor reaching the age of 18 years, the Registrar and Transfer Agent must be informed accordingly and a new Application Form has to be submitted and signed by the investor. Until the new Application Form signed by the investor has been received by the Registrar and Transfer Agent, transactions will not be processed.

**6. Indemnity**

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

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

**7. Confidentiality**

7.1 The Fund, the Registrar and Transfer Agent agree to keep all information concerning the applicant(s) confidential unless required to disclose such information to third parties by applicable law or by formal instruction of the applicant(s).

7.2 Those applicant(s), who do not subscribe directly in Luxembourg should note that they may not benefit from Luxembourg banking secrecy rules.

7.3 The applicant(s) accept and agree that the Registrar and Transfer Agent may disclose personal details for the processing of cash payment instructions in accordance with the mandatory obligation provided in Article 16 of the Act of November 19, 2004 regarding the fight against money laundering and terrorism financing.

7.4 The applicant(s) accept that personal details may be disclosed to external parties such as the Fund's sponsor, the Fund's Authorised Distributors or other Companies in the Henderson Group as necessary for the provision of enhanced shareholders' related services and that personal details (subject to the application of local laws and/or regulations) be used outside Luxembourg and may therefore be potentially subject to the scrutiny of regulatory and tax authorities outside Luxembourg.

**8. Data Processing**

8.1 The applicant(s) acknowledge and agree that the applicant(s)' personal details will be held by the Fund and Registrar and Transfer Agent and may be subject to data processing.

8.2 The applicant(s) will have access to his/her/their personal details and will be entitled to request relevant amendments to such details.

8.3 The Registrar and Transfer Agent will keep the personal details at least 5 years after the end of the relationship between the applicant(s), the Fund and the Registrar and Transfer Agent.

**9. Subscription orders**

9.1 Upon receipt of the completed Application Form and the full subscription amount, the Registrar and Transfer Agent will issue for the Fund the Shares in the name of the applicant(s).

9.2 Settlement for subscriptions will be due in cleared funds (net of bank charges) within four business days of the dealing day and settlement for redemptions will normally be made within four business days of the dealing day.

## 10. Instructions

10.1 All notices, reports, statements, documents and communications will be sent at the risk of the applicant(s) by ordinary mail or where otherwise specified by Luxembourg legislation or the Fund's constitutional documents, by registered mail to the address of the First Applicant unless otherwise specified by the applicant(s) in writing.

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

10.3 Instructions may be given by letter or fax and are at the risk of the applicant(s). The applicant(s) assume(s) all risks and in particular those arising from delays in delivery, errors in communication, or comprehension, including but not limited to, errors as to the information contained in the instruction. The applicant(s) holds harmless the Fund and the Registrar and Transfer Agent of all responsibility in this respect.

10.4 The applicant(s) specifically agree(s) that for instructions sent by fax he/they hold the Registrar and Transfer Agent fully indemnified from and against all liabilities, losses, costs, actions, proceedings, claims and demands which may be incurred by or brought or made against the Fund or the Registrar and Transfer Agent arising directly or indirectly from having acted upon such instructions.

10.5 In case the Application Form is sent by fax, the original must also be sent to the Registrar and Transfer Agent immediately thereafter by post.

10.6 A fax authority is not sufficient for notifications of change of name, notification of death, deed of pledges and appointment of an attorney or any other notification or instruction where original documentation is required to be sent by post to the Registrar and Transfer Agent.

10.7 The applicant(s) shall ensure the authorised signatories held on the client file are authentic and current.

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

## 11. CSSF Circular 04/146-Late trading and market timing

The Registrar and Transfer Agent shall not permit transactions which it knows to be or has reason to believe to be related to late trading or market timing practices as defined in CSSF Circular 04/146 and shall report those transactions to the CSSF.

## 12. Telephone recording

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

## 13. Fraudulent use of signature

13.1 Neither the Fund nor the Registrar and Transfer Agent shall be liable for the fraudulent use by a third party of the applicant's signature, whether this signature be authentic or forged ("Fraudulent Instruction").

13.2 Except in the event of gross negligence on the part of the Fund and/or the Registrar and Transfer Agent in the verification of the signatures and signatory powers on the documentation, the Fund and/or the Registrar and Transfer Agent shall not be liable for any damage, loss, expense or liability of any nature which the applicant(s) may suffer due to the reliance by the Fund and/or the Transfer Agent on a Fraudulent Instruction which the Fund and/or Registrar and Transfer Agent believe in good faith to be genuine and to have been given or signed by the applicant(s).

## 14. Amendments to the Terms and Conditions

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

## 15. Severance

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

## 16. Applicable law

The laws of the Grand Duchy of Luxembourg shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg.

## 17. Final Provision

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

Henderson Global Investors is the name under which Henderson Global Investors Limited (reg. no. 906355), Henderson Fund Management plc (reg. no. 2607112), Henderson Investment Funds Limited (reg. no. 2678531), Henderson Investment Management Limited (reg. no. 1795354), Henderson Alternative Investment Advisor Limited (reg. no. 962757) and Henderson Equity Partners Limited (reg. no. 2606646) (each incorporated and registered in England and Wales with registered office at 201 Bishopsgate, London EC2M 3AE and authorised and regulated by the Financial Conduct Authority) provide investment products and services. Telephone calls may be recorded and monitored.

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