



## European Opportunities Fund

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SUBSCRIPTION FORM

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c/o Caceis Bank Luxembourg

Amsterdam Branch

De Entree 500

1101 EE Amsterdam

The Netherlands

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## Subscription Form



The subscriber wishes to participate in the Fund; and

The Fund is willing to offer Participations to the subscriber subject to the Terms and Conditions and the Prospectus of the Fund dated 31 October 2014 and its addendum per 1 November 2017 and as amended from time to time and subject to the terms and conditions set out in this Subscription Form and the Redemption Form.

THE SUBSCRIBER AGREES AS FOLLOWS:

### DEFINITIONS

Terms not defined herein will have the meaning ascribed to them in the terms and conditions of management and custody (voorwaarden van beheer en bewaring) of the Fund

### SUBSCRIPTION

The subscriber hereby wishes to participate in the Fund subject to the acceptance of this Subscription Form by the Fund Manager. The purchase of the respective Participations will be confirmed in a letter. The subscriber acknowledges that the Fund Manager reserves the right to reject in its absolute discretion this and any other subscription for Participations in whole or in part. The Fund Manager will determine in its sole discretion which subscriptions shall be accepted.

The subscriber shall transfer the Subscription Amount to the account of the Depositary with KAS BANK N.V. as referred to in Schedule 1 hereto. The subscriber shall furthermore complete Schedule 1 and enclose the documents referred to in section 3 below when sending in this Subscription Form.

The subscriber has taken due notice of the Prospectus, including but not limited to Paragraph 12 (Subscriptions), Paragraph 15 (Fees, Costs and Expenses) and the Terms and Conditions and acknowledges that Participations will be issued to the subscriber in accordance with the requirements and procedures set out therein.



If this subscription is rejected, the Administrator shall as soon as feasible return any funds transferred by the subscriber (without interest).

### **Client Identification**

Where the subscriber is an individual, a copy of the relevant passport must be provided together with any other documentation of identity as requested by the Administrator providing detailed information on the subscriber's identity in order to comply with the Dutch Act for the Prevention of Money Laundering and the Financing of Terrorism (Wet ter voorkoming van witwassen en financieren van terrorisme, the "**Wwft**") and lower rules and regulations pursuant thereto. The subscriber acknowledges that the right is reserved to request any further information which is considered to be in any way necessary to the process of verification.

Where the subscriber is a corporation, trust or partnership, it agrees to provide certified documentation evidencing the existence of the legal entity such as a copy of: the articles of association, the excerpt from the trade register held at the relevant chamber of commerce, a copy of the passport from the persons authorized to represent the corporate entity and the signature list verifying the authority of officers to sign on behalf of the corporate entity, or a copy of the certificate of incorporation (and any change of name) and the register of directors and the articles of association and any other relevant documentation as requested by the Administrator.

The subscriber shall comply with the Administrator's reasonable requests for information or representations that the Administrator may require to comply with the Wwft and lower rules and regulations pursuant thereto in relation to clients of the subscriber.

The subscriber acknowledges that the Subscription Amount will be at risk once it has been invested in the Fund. The subscriber's failure to comply with applicable client identification and anti-money laundering requirements may result in the return of an amount lower than the Subscription Amount.

### **Undertakings, Representations and Warranties**

In consideration of the issue of the Participations by the Fund to the subscriber, the subscriber undertakes, represents and warrants as follows:



The subscriber has independently assessed, evaluated and verified the merits and risks associated with investing in the Fund and the transactions contemplated there under.

The subscriber has the knowledge and expertise in business and financial matters to make it capable of assessing and evaluating the merits and risks associated with investing in the Fund and the transactions contemplated there under.

The subscriber declares to agree with the Terms and Conditions and the Prospectus of the Fund and the Redemption Form. The subscriber has had the opportunity to ask questions and receive answers concerning the Fund and the terms and conditions of this offering from authorised representatives of the Fund.

The subscriber understands that its capital contribution cannot be withdrawn from the Fund except by way of redemption of the Participations under the conditions as described in the Prospectus and the Terms and Conditions of the Fund and the Redemption Form and that it has no right to demand distribution from the Fund prior to the Fund's dissolution and liquidation other than by redemption of Participations.

The subscriber is willing to assume and will be able to bear the full financial and economic risk of its subscription, while maintaining adequate means of providing for its current needs and foreseeable contingencies, even in the event of a loss of its entire investment in the Fund.

The subscriber is acquiring the Participations in its own name and for its own account for investment purposes.

The subscriber has obtained and complied with all registrations, declarations or filings with, or consents, licenses, approvals or authorisations of any legislative body, governmental department or other governmental authority, necessary or appropriate in connection with its investment in the Fund.

The subscriber has obtained all legal and tax advice necessary or appropriate concerning its investment in the Fund.

Neither the Fund Manager, the Depositary, the Administrator nor any other person acting on behalf of the Fund Manager, the Depositary or the Administrator, has provided the subscriber with any financial or investment advice specific to the subscriber's individual financial position or investment objectives. Therefore the subscriber does not subscribe for Participations in the Fund pursuant to any recommendations of the Fund Manager, Depositary or any other



person acting on behalf of the Fund Manager or the Depositary in relation to its individual financial position or investment objectives.

The person or persons signing on behalf of the subscriber have full power and authority to do so. If applicable, all relevant internal procedures have been complied with and all necessary internal consents have been obtained.

The subscriber represents that the execution and performance of the Subscription Form does not contravene or constitute a default under any provision of law applicable to the subscriber.

The subscriber represents and warrants that, if applicable, the documentation used for identification of the participant that subscribed to Global Opportunities Fund can be used for the identification procedure for subscription to the Fund but that additional documentation may be requested.

#### **Indemnification, Remedies, Waivers and governing law**

The subscriber understands that a misrepresentation or breach of any warranty or agreement made by the subscriber could subject the Fund to significant damages and expenses. The subscriber agrees to indemnify the Fund Manager, the Administrator and the Depositary from and against any loss, liability, damage, cost or expense (including legal fees and expenses in the defence or settlement of any demands, claims, or lawsuits) actually and reasonably incurred arising from the subscriber's misrepresentation or breach of any warranty or agreement in this Subscription Form.

The subscriber acknowledges that the Administrator is entitled to act upon facsimile instructions from or purported to be from the subscriber and that all such instructions, where accepted by the Fund, will be final and binding upon the subscriber. The subscriber agrees to indemnify the Fund Manager, the Administrator and the Depositary against any and all claims, demands, liabilities, costs, charges, damages and expenses that may occur by reason of any act or failure to act on the part of the Fund with regard to all facsimile instructions so provided by the subscriber.

This Subscription Form shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties to it.



Unless otherwise agreed in writing by the parties hereto, this Subscription Form represents the entire agreement of the parties in respect of the subscription for Participations and cannot be changed or terminated orally.

The representations, warranties, agreements and indemnification obligations of the subscriber contained in this Subscription Form shall survive the execution of this Subscription Form and the purchase of the Participations.

No waiver by any party of any breach of any term of this Subscription Form shall be construed as a waiver of any subsequent breach of that term or any other term of the same or of a different nature.

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Subscription Form or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Subscription Form, the successful or prevailing party or parties shall be entitled to recover reasonable fees of attorneys and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

The Subscription Form is governed by the laws of The Netherlands. The competent courts of Amsterdam and its appellate courts shall have exclusive jurisdiction to decide on a dispute between the parties arising from the Subscription Form.

## Subscription Information

Name <sup>1</sup> \_\_\_\_\_

Name second participant \_\_\_\_\_

Name company \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address : \_\_\_\_\_

Subscription Amount in Euro's: \_\_\_\_\_

Bank Account Number<sup>2</sup>(IBAN) \_\_\_\_\_

BIC number bank: \_\_\_\_\_

Date of birth \_\_\_\_\_

Date of birth second participant \_\_\_\_\_

Nationality \_\_\_\_\_

Nationality second participant \_\_\_\_\_

Fiscal number (BSN) \_\_\_\_\_

Fiscal number (BSN) second participant \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> In case of joint account fill in for all account holders. If money is transmitted from a joint account send a copy of the valid ID of all account holders.

<sup>2</sup> Fill in the bank account number from which the money is transferred. The amount must be transferred from a bank established in a member state, as mentioned in the Dutch Act for the Prevention of Money Laundering and the Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*) and lower rules and regulations pursuant thereto, from an account number in the name of the participant(s).

Profession<sup>3</sup> \_\_\_\_\_

Profession second participant \_\_\_\_\_

Political exposed person<sup>4</sup> : No  Yes  Details :

Source of funds:  Savings  Earnings on real estate  Inheritance  Gambling profit

Other  details :

Sale company

I/we confirm to apply for subscription to European Opportunities Fund. I/we are acquainted and agree with the content of the Key Investor Document, the Terms and Conditions, and the Prospectus of European Opportunities Fund.

Signature : \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Place: \_\_\_\_\_ Place: \_\_\_\_\_

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Profession means the job or if not in service the last job or education.

4. By PEP, it should be understood natural persons who are or have been entrusted with prominent public function's:

1.

- (a) heads of State, heads of government, ministers and deputy or assistant ministers;
- (b) members of parliaments;
- (c) members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances;
- (d) members of courts of auditors or of the boards of central banks;
- (e) ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- (f) members of the administrative, management or supervisory bodies of State-owned enterprises.

None of the categories set out in points (a) to (f) of the first subparagraph shall be understood as covering middle ranking or more junior officials. The categories set out in points (a) to (e) of the first subparagraph shall, where applicable, include positions at Community and international level.

2. For the purposes of Article 3(8) of Directive 2005/60/EC, 'immediate family members' shall include the following:

- (a) the spouse;
- (b) any partner considered by national law as equivalent to the spouse; (c) the children and their spouses or partners; (d) the parents.

3. For the purposes of Article 3(8) of Directive 2005/60/EC, 'persons known to be close associates' shall include the following:

- (a) any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to point 1;
- (b) any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to point 1.



**THE SUBSCRIPTION AMOUNT IS TO BE PAID IN THE FOLLOWING ACCOUNT**

Account number: NL64 KASA 0223 5540 06  
In the name of: Stichting Bewaarder European Opportunities Fund  
Description: participation European Opportunities Fund  
Name Bank: KAS BANK N.V.  
Place Bank: Amsterdam  
IBAN: NL64 KASA 0223 5540 06  
BIC: KASANL2A

**No certificates evidencing the issue of Participations are issued.**

**Send this form by email to the Fund manager: [Info@go-capital.nl](mailto:Info@go-capital.nl)**

**For the first subscription the original subscription form must be sent by mail to the Administrator at the following address:**

CACEIS Bank Luxembourg  
Amsterdam Branch  
De Entree 500  
1101 EE Amsterdam  
The Netherlands