

Individual Account Opening Form

Omba Investments ICAV



Individual Account Application form

1. Before investing, please read the Terms and Conditions of this investment, as well as the Prospectus of OMBA Investments ICAV (the "Company") and Supplement for the Sub-Fund (together the "Prospectus"), carefully, these can be found at <https://www.prescient.ie/media-literature/ombainvestment-icav-documents/>
2. Please complete all relevant sections of this form. If completing offline send a scanned copy by email to: TA@prescient.ie with mandatory AML documentation.
3. This form is for Account Opening purposes only. Upon submitting this completed account opening form the relevant Subscription Form containing fund choices and bank account details will be mailed to you.

INVESTOR PERSONAL DETAILS

I am completing this form as:

Individual own name

Joint account

On behalf of investor

Title	_____	Surname	_____	
First Name(s)	_____		Date of Birth	_____
Occupation	_____	City & Country of Birth	_____	
Nationality	_____	Identity Number or Passport	_____	
Tax Residency	_____	Tax Identification Number	_____	
Street Address	_____	Postal Address	Same as Street Address	<input type="checkbox"/> YES <input type="checkbox"/> NO
Address Line 1	_____	Address Line 1	_____	
Address Line 2	_____	Address Line 2	_____	
Address Line 3	_____	Address Line 3	_____	
Cty	_____	Cty	_____	
Post Code	_____	Post Code	_____	
Country	_____	Country	_____	
Telephone (mobile)	_____	Telephone (landline)	_____	
Email address	_____			

All communication will be sent to you via e-mail. If you prefer post or do not have an e-mail address, please check here

SOURCE OF FUNDS INVESTED

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Savings | <input type="checkbox"/> Salary/bonus | <input type="checkbox"/> Retirement/insurance pay out | <input type="checkbox"/> Passive Income (rental, dividends, interest) |
| <input type="checkbox"/> Trade/business | <input type="checkbox"/> Sale of assets | <input type="checkbox"/> Child/spousal support payments | <input type="checkbox"/> Gifts/inheritance/donations |
| <input type="checkbox"/> Winnings | <input type="checkbox"/> Tax refund | <input type="checkbox"/> Other (please specify) _____ | |

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BANKING DETAILS OF INVESTOR

- A bank statement must be attached as proof of banking details
- The onus is on the investor to inform the Company of any changes to the bank account details. Fax amendments will not be accepted.
- All payments will be made in the currency as provided for in the Prospectus.
- No payments will be made into third-party bank accounts or credit card accounts. (i.e. payments will only be made to the bank account in the name of the registered

	INVESTOR BANK DETAILS (REQUIRED)	CORRESPONDENT / INTERMEDIARY BANK IF REQUIRED
Bank Name		
Bank Address		
Swift / BIC Code		
Branch Name / Sort Code		
Account Name		
Account Number		
IBAN		
For Further Credit / Reference code		

Signature of account Holder(s) _____

ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING REQUIREMENTS

Measures aimed towards the prevention of money laundering and terrorist financing require a detailed verification of the investor's identity. All investors are therefore required to submit the minimum documentation as set out in the "Compulsory anti-money laundering documentation" section of this document.

'Prescribed Countries' include the following: European Union Member States; Argentina; Australia; Brazil; Canada; Channel Islands; Hong Kong; Iceland; Isle of Man; Japan; Liechtenstein; Mexico; New Zealand; Norway; Russian Federation; Singapore; South Africa; Switzerland; United States of America; The Dutch overseas territories of Netherlands Antilles and Aruba, The French Overseas Territories of Mayotte, New Caledonia, French Polynesia, Saint Pierre and Miquelon and Wallis and Futuna.

'Certified Copy' The certification of all documents must be carried out by any of the following; a police officer, practising chartered and certified public accountant, notaries public, practising solicitor, embassy and consular staff and your Bank if authorised and regulated in the EU, Argentina, Australia, Brazil, Canada, the Channel Islands, Hong Kong, Iceland, the Isle of Man, Japan, Liechtenstein, Mexico, New Zealand, Norway, Singapore, South Africa, Switzerland, The Dutch overseas territories of Netherlands Antilles and Aruba, The French Overseas Territories of Mayotte, New Caledonia, French Polynesia, Saint Pierre and Miquelon and Wallis and Futuna or the USA.

A	Subscription monies originate from an account in the name of the Investor with a bank in a Prescribed Country.	
B	Subscription monies do NOT originate from an account in the name of the Investor with a bank in a Prescribed Country.	

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INVESTORS RESIDENT OUTSIDE OF IRELAND

An Investor resident outside Ireland is required by the Irish Revenue Commissioners to make the following Declaration, which is in a format authorised by them, in order to receive payment without deduction of tax. It is important to note that this Declaration, if it is then still correct, shall apply in respect of any subsequent acquisitions of Shares. Terms used in this Declaration are defined in the Prospectus (see heading, "Irish Taxation").

- Non-resident declarations are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration.
- To be valid, the Account opening form (incorporating the declaration required by the Irish Revenue Commissioners) must be signed by the Investor. Where there is more than one Investor, each person must sign. If the Investor is a company, it must be signed by the company secretary or another authorised officer.
- If the application form (incorporating the declaration required by the Irish Revenue Commissioners) is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.

Please note: If the Applicant is an "Exempted Irish Investor", they should contact the Company (or the Manager) who will provide them with the appropriate declaration which must be made to confirm their status.

A	Declaration on own behalf – I/we* declare that I am/we are* applying for the Shares on my own/our own behalf/on behalf of a company* and that I am/we are* entitled to the Shares in respect of which this declaration is made and that. <ul style="list-style-type: none"> • I am/we are* not currently Resident or Ordinarily Resident in Ireland, and • Should I/we* become Resident in Ireland I will/we will* so inform you, in writing, accordingly 	
B	Declaration as Intermediary – I/we* declare that I am/we are* applying for Shares on behalf of persons: <ul style="list-style-type: none"> • Who will be beneficially entitled to the Shares; and, • Who, to the best of my/our* knowledge and belief, are neither Resident nor Ordinarily Resident in Ireland. I/we* also declare that: <ul style="list-style-type: none"> • unless I/we* specifically notify you to the contrary at the time of Application, all Applications for Shares made by me/us* from the date of this Application will be made on behalf of such persons; and, • I/we* will inform you in writing if I/we* become aware that any person, on whose behalf I/we* holds Shares, becomes Resident in Ireland. 	

INVESTORS RESIDENT IN IRELAND

In order to satisfy Return of Values (Investment Undertakings) Regulations 2013(S.I. 245 of 2013) any individual, company or any unincorporated body of persons which are an Irish resident or ordinarily Irish resident must provide the following information. Tick the option applicable to you or delete as appropriate where marked with an *:

A	Declaration on own behalf – I/we* declare that I am/we are* applying for the Shares on my own/our own behalf/on behalf of a company* and that I am/we are* entitled to the Shares in respect of which this declaration is made and that <ul style="list-style-type: none"> • I am/we are* currently Resident or Ordinarily Resident in Ireland, • Should I/we* cease to become Resident in Ireland I will/we will* so inform you, in writing, accordingly. 	
B	Declaration as Intermediary – I/we* declare that I am/we are* applying for Shares on behalf of persons: <ul style="list-style-type: none"> • Who will be beneficially entitled to the Shares; and, • Who, to the best of my/our* knowledge and belief, are Resident and Ordinarily Resident in Ireland. I/we* also declare that: <ul style="list-style-type: none"> • unless I/we* specifically notify you to the contrary at the time of Application, all Applications for Shares made by me/us* from the date of this Application will be made on behalf of such persons; and, • I/we* will inform you in writing if I/we* become aware that any person, on whose behalf I/we* holds Shares, ceases to be Resident in Ireland. • I confirm that [I am]/[the investor is] an Irish resident or ordinarily Irish resident for tax purposes and [my]/[its] PPS number is as follows: _____ 	

Any one of the following additional documents is required to verify the TIN or PPS Number (either a copy or the original is sufficient): P60/ P45/ P21 Balancing Statement, Payslip (where employer is identified by name or tax number), Drug Payment Scheme Card, European Health Insurance Card, Tax Assessment/ Tax Return Form, PAYE Notice of Tax Credits, Child Benefit Award Letter /Book, Pension Book, Social Services Card, Public Services Card.

In addition, any printed documentation issued by the Revenue Commissioners or by the Department of Social Protection which contain your name, address and tax reference number will also be acceptable. In the case of joint account holders, the additional documentation is required for each applicant. Your personal information will be handled by the Company or its duly appointed delegates in accordance with the Data Protection Legislation. Your information provided herein will be processed for the purposes of complying with the Return of Values (Investment Undertakings) Regulations 2013 and this may include disclosure to the Irish Revenue Commissioners.

Declaration of Residence within Ireland – Declaration referred to in Section 739D(6) Taxes Consolidation Act, 1997

I declare that the information contained in this declaration is true and correct	
I also declare that I am applying for the Shares on behalf of the applicant named below who is entitled to the Shares in respect of which this declaration is made and is a person referred to in Section 739D (6) of the Taxes Consolidation Act, 1997.	

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AUTHORISATION AND DECLARATION

In this section, the singular shall include a reference to the plural and vice versa and the term "ICAV" shall include the relevant Investment Manager and the Manager and their directors, employees and agents as well as affiliated and associated companies. References to "I" shall include "we" where applicable.

By signing this Account Opening form below:

1. I/we acknowledge that this Application is subject to, and shall be governed by, the laws of Ireland.
2. I/we declare that each Investor is over the age of 18, and that I/we agree to accept the number of shares allotted in respect of this Application.
3. I/we hereby irrevocably apply for such number of shares (including fractions) at a price determined in accordance with the Prospectus.
4. I/we warrant that I/we are duly authorised to sign this Account Opening Form and to subscribe for or redeem shares in the ICAV and that by subscribing for, holding or redeeming shares in the ICAV I/we am/are not in breach of any laws or regulations of any competent jurisdiction.
5. I/we acknowledge that the ICAV reserves the right to reject any application in whole or in part.
6. I/we agree to notify the ICAV immediately if I/we become aware that any of the representations are no longer accurate and complete in all respects and agree immediately to sell or to tender to the ICAV for redemption a sufficient number of shares to allow the representation to be made.
7. I/we acknowledge that any delay by me in providing documentation requested from time to time by the ICAV may result in delayed processing of my application and/or delayed payment of any future redemption payments to me or processing of share transfer requests on my behalf.
8. I/we warrant and declare that the monies being invested pursuant to this application do not represent directly or indirectly the proceeds of any criminal activity and the investment is not designed to conceal such proceeds so as to avoid prosecution for offence or otherwise.
9. I/We hereby represent that I/we have regular access to the internet. I/We acknowledge that I/We have been offered the choice of receiving the prospectus and Key Investor Information Document ("KIID") on paper and in electronic form by means of a website and hereby specifically consent to receiving the KIID in electronic form by way of accessing the latest version of the document online at www.prescient.ie (or such other website address as may be notified to me/us from time to time). I/We further confirm that I/We have read, understood and retained a copy of the Key Investor Information Document (KIID).
10. I/we confirm I/we have received and considered a copy of the Prospectus, and hereby confirm that I/we have understood the Prospectus and that this Application is based solely on the Prospectus and material contracts referred to therein together (where applicable) with the most recent annual report and accounts of the ICAV and the Instrument of Incorporation.
11. I/we hereby undertake to observe and be bound by the provisions of the Instrument of Incorporation (as amended from time to time) of the ICAV and apply to be entered in the Register of Shareholders as the holder/holders of the shares issued in relation to this Application.
12. I/we agree to provide to the ICAV, at such times as it may request, such declarations, certificates or documents as it may reasonably require in connection with an investment in the ICAV. Should any information furnished to it become inaccurate or incomplete in any way, I/we agree to notify the ICAV immediately of any such change, acknowledging that such change may require the ICAV to undertake additional due diligence on me/us and further agree to request the redemption of shares in respect of which such confirmations have become incomplete or inaccurate where requested to do so by the ICAV.
13. I/we acknowledge that I/we will indemnify and hold the ICAV harmless against any loss, liability, cost or expense (including without limitation attorneys' fees, taxes and penalties) which may result directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any other document delivered by me to the ICAV and shall notify the ICAV if any of the representations herein made are no longer accurate and complete in all respects.
14. I/we confirm that the ICAV is authorised and instructed to accept and execute any instructions in respect of the shares to which this Application relates given by me in written form or by e-mail or other electronic notification (as approved by the ICAV) and I/we indemnify the ICAV and agree to keep it indemnified, against any loss of any nature whatsoever arising to it as a result of it acting on such instructions. The ICAV may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons. I/we acknowledge the onus is on me/us to ensure that such instructions are received in legible form.
15. I/we understand that the tax disclosures set forth in the Prospectus are of a general nature and may not cover the jurisdiction in which I/we am/are subject to taxation and that the tax consequences of my/our purchase of shares depend on my/our individual circumstances.
16. I/we declare that I/we am/are aware of the requirement to complete and submit the "self-certification" regarding tax residency document.
17. I/we declare that I/we am/are aware that the self-certification form and the information contained therein, forms part of this Application.
18. I/we hereby authorise investigation of my/our identity, and agree to ongoing monitoring, as appropriate, for so long as I remain an investor in the ICAV. The ICAV may rely inclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or any other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
19. I/we understand that the confirmations, representations, declarations, indemnities and warranties made or given herein are continuous and apply to all subsequent purchases of shares in the ICAV.
20. I/We agree to provide the ICAV with any additional documentation that it or they may require to verify my/our identity in accordance with current anti-money laundering/terrorist financing and/or taxation of savings legislation. I/We acknowledge that any delay by me/us in providing such documentation may result in delayed processing of my/our application and/or delayed payment of any future redemption payments to me/us or processing of share transfer requests on my/our behalf. I/We hereby hold the ICAV and the Manager harmless and indemnify them against any loss arising as a result of a failure to process the application if such information has been required and has not been provided by me/us.
21. I/we understand, acknowledge and agree that the anti-money laundering ("AML") and customer due diligence ("CDD") documents and information provided in connection with the investment may be shared and used by the ICAV and /or any of its affiliates in connection with my/our application for and / or holdings of shares in any other sub-funds of the ICAV and / or to ensure that ICAV and/ or its affiliates can comply with their regulatory obligations, including any obligations under applicable AML legislation.
22. I/We acknowledge that any notice or document (including communications and reports) may be served by the ICAV on me/us in the manner specified from time to time in the Prospectus or in the Instrument of Incorporation and for the purposes of the Electronic Commerce Act 2000, consent to any such notice or document being sent to me/us

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- electronically to the email address which has been provided to the ICAV or its delegate in completing this share account opening form or otherwise which I/we acknowledges constitutes effective receipt by me/us of the relevant notice or document.
23. I/We acknowledge that I/we am/are not obliged to accept electronic communication and may at any time choose to revoke my/our agreement to receive communications electronically by notifying the ICAV in writing at the above address provided that my/our agreement to receive communications electronically shall remain in full force and effect pending receipt by the ICAV of written notice of such revocation. I/we undertake to keep the ICAV informed of any change to such email address. In consideration of the ICAV issuing notices, communications and reports electronically, I/We hereby agree as follows, use of electronic communications shall be subject to the requirements and authentication procedures of the ICAV and its delegates, I/We acknowledge that it is not possible to secure and maintain confidential electronic communications ("Internet Communications"), that any such Internet Communications can be delivered to a wrong address or that delivery of the same may not be timely; that any such Internet Communications are capable of being intercepted by third parties at any time and accordingly that the confidentiality security and integrity of any Internet Communications cannot be assured. I/we shall not hold the ICAV, the Directors or the Manager or any director, officer employee or agent thereof, liable now or at any time for any damage, financial or otherwise, which I/We may suffer as a result of any of the matters outlined above with respect to any Internet Communication affected between the ICAV or the Manager and me/us or any person or entity that we authorise to receive information relating to my/our holding in the ICAV, or otherwise by reason of any third party receiving, gaining access to, obtaining, altering or distorting any information or documentation transmitted via Internet Communications or by reason of any other inaccuracy, imperfection, lack of quality, ineffective transmission, delay, alteration or distortion howsoever arising affecting such Internet communications or in respect of any other document, financial data or other information prepared, circulated or otherwise processed by the Administrator.
24. I/We shall indemnify and keep indemnified the ICAV and the Manager and any of their directors, officers employees or agents against all losses, costs, damages, claims, demands and expenses (including claims or other demands whatsoever taken or made by any internet service provider) which any of them may suffer incur or sustain by reason of, sending Internet Communications to any party and/or receiving Internet Communications from any party and/or dealing with any Internet Communications in respect of me/us. I/We further acknowledge that the annual financial statements of the ICAV may be made available via a website, and I/We specifically consent to receiving the annual financial statements in electronic form by way of accessing the latest version of the document online at www.prescient.ie (or such other website address as may be notified to us from time to time). The annual financial statements relating to the ICAV will be available in the and I/We hereby confirm that I/We have also been notified electronically of this website address and the place on the website the financial statements can be accessed. I/We also consent to accessing the annual financial statements of the ICAV by electronic means before making any subsequent and/or future subscriptions for Shares in any share class and/or Sub-Fund. I further acknowledge that a paper copy of the annual financial statements are available from the Manager on request.]
25. I/we have evaluated the risks of investing in the ICAV and to make an informed decision with respect thereto and I am/we are aware of the risks inherent in investing in the shares and the method by which the assets of the ICAV are held and/or traded; and I/we can bear the risk of loss of my/ our entire investment.
26. I/we understand and agree that the ICAV prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC"), as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Fund, after being specifically notified by me/us in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (such persons or entities in (i) - (iv) are collectively referred to as "Prohibited Persons").
27. I/we represent, warrant and covenant that I am/we are not, nor is any person or entity controlling, controlled by or under common control with me/us, a Prohibited Person.
28. I/we confirm that the intermediary/IFA whose details appear in this document is my/our appointed advisor and that I am/we are aware and have agreed to any remuneration payable.
29. I/we understand and agree that the ICAV prohibits the investment of funds by (a) any Russian / Belarusian national, any natural person residing in Russia / Belarus or any legal person, entity or body established in Russia / Belarus excluding nationals of a member state of the European Union ("Member State") or natural persons having a temporary or permanent residence permit in a Member State or (b) by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC"), as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Fund, after being specifically notified by me/us in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (each such persons or entities in (a) and (b) (i) - (iv) are collectively referred to as "Prohibited Persons").

Data Protection I/We consent to:

30. In accordance with the provisions of the Irish Data Protection Acts 1988 to 2018, as may be amended, updated or repealed from time to time and in accordance with the General Data Protection Regulation (697/2016/EU) (the "GDPR") (collectively the "Data Protection Legislation"), I/we acknowledge and are informed that personal data given in this Investment Account opening Form (or otherwise provided in connection with an application to subscribe for Shares in the ICAV, on application or at any other time, including without limitation my/our name, age, contact details, bank account details, transactions and the invested amount, and any information regarding the dealing in Shares (subscription, conversion, redemption and transfer) (the "Personal Data"), will be collected, recorded, stored, adapted, transferred and processed, by electronic means or otherwise, by the ICAV as a "data controller" under the Data Protection Legislation, and as further described in the ICAV's data protection notice, which is set out at Appendix 4 below and is otherwise available upon request.

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FATCA, Common Reporting Standard (“CRS”) and DACS

31. I/We acknowledge that the ICAV intends to take such steps as may be required to satisfy any obligations imposed by (i) the Foreign Account Tax Compliance Act (“FATCA”) or (ii) any provisions imposed under Irish law arising from the inter-governmental agreement between the Government of the United States of America and the Government of Ireland (“IGA”) so as to ensure compliance or deemed compliance (as the case may be) with FATCA or the IGA from 1 July 2014.
32. Furthermore, I/We hereby acknowledge that the ICAV intends to take such steps as may be required to satisfy any obligations imposed by (i) the OECD’s Standard for Automatic Exchange of Financial Account Information in Tax Matters (“the Standard”), which therein contains the Common Reporting Standard, as applied in Ireland by means of the relevant international legal framework and Irish tax legislation and (ii) EU Council Directive 2014/107/EU, amending Directive 2011/16/EU as regards mandatory automatic exchange information in the field of taxation (“DAC2”), as applied in Ireland by means of the relevant Irish tax legislation, so as to ensure compliance or deemed compliance (as the case may be) with the Standard/CRS and the DAC2 from 1 January 2016 (hereafter collectively referred to as “CRS”).
33. In order for the ICAV to comply with the above FATCA and CRS obligations, I/We agree to provide to the ICAV or its agents the necessary declarations, confirmations and/or classifications at such times as each of them may request and furthermore provide any supporting certificates or documents as each of them may reasonably require in connection with this investment by reason of FATCA or CRS, as described above, or otherwise. Should any information furnished to any of them become inaccurate or incomplete in any way, I/we hereby agree to notify the ICAV immediately of any such change and further agree to immediately take such action as the ICAV may direct, including where appropriate, redemption of our Shares in respect of which such confirmations have become incomplete or inaccurate where requested to do so by the ICAV or its agents. If relevant, I/we agree to notify the ICAV or its agents of any change to my/our tax residency status. I/ we hereby also agree to indemnify and keep indemnified the ICAV and its agents against any loss, liability, cost or expense (including without limitation legal fees, taxes and penalties) which may result directly or indirectly as a result of a failure to meet our obligations pursuant to this section or failure to provide such information which has been requested by the ICAV and has not been provided by me/us, and from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any document delivered by me/us to the ICAV. I/We further acknowledge that a failure to comply with the foregoing obligations or failure to provide the necessary information required may result in the compulsory redemption of our entire holding in the ICAV, and that the ICAV and its agents are authorized to hold back from redemption proceeds or other distributions to me/us such amount as is sufficient after the deduction of any redemption charges to discharge any such liability and I/we shall indemnify and keep indemnified the ICAV and its agents against any loss suffered by them or other Shareholders in the ICAV in connection with any obligation or liability to so deduct, withhold or account.
34. I/We confirm that we have accurately and correctly completed the relevant self-certification form included at Appendix IA or IB (as applicable). I/ We further confirm that if any information included in the self-certification form subsequently becomes inaccurate or incorrect we will notify the ICAV immediately of any such change and agree to immediately take such action as the ICAV may direct, including where appropriate, redemption of our Shares.
35. I/We agree to waive any provision of any privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would, absent such a waiver, prevent the ICAV’s compliance with FATCA and CRS requirements.
36. I/We acknowledge that the ICAV intends to take such steps as may be required to satisfy any obligations imposed by Council Directive (EU) 2018/822 (amending Directive 2011/16/EU), as applied in Ireland by means of the relevant Irish tax legislation (“DAC6”). I/We further acknowledge that this may, in specific circumstances, require the ICAV or any party that falls to be considered an “intermediary” for the purposes of DAC6 to exchange certain of my/our information (including details of my/our investment in the ICAV) to the Irish Revenue Commissioners and/or other relevant tax authorities. I/We hereby agree to the transmission of such data by the relevant party to the Irish Revenue Commissioners and/or other relevant tax authorities, as is required to comply with DAC6.
37. I/We hereby acknowledge that I/we should consult our own tax advisers about the applicability of FATCA, CRS, DAC6 and any other reporting requirements with respect to our own situation.

Beneficial Ownership Regulations

38. I/We also agree to provide the ICAV with such information as may be required by the ICAV for the establishment and maintenance of the ICAV’s beneficial ownership register in accordance with the European Union (Anti-Money Laundering Beneficial Ownership of Corporate Entities) Regulations 2019 as may be amended from time to time (the “Beneficial Ownership Regulations”) and to notify the ICAV in writing of any relevant information as to my/ our status (if applicable) as a “Beneficial Owner” within the meaning of the Beneficial Ownership Regulations and any changes thereto (including where I/We may cease to be a Beneficial Owner).

Umbrella Cash Accounts

39. I/We acknowledge that the ICAV operates a cash account in its name into which (i) subscription monies received from investors who have subscribed for Shares are deposited and held until Shares are issued as of the relevant Dealing Day; and (ii) redemption monies due to investors who have redeemed Shares are deposited and held until paid to the relevant investors; and (iii) dividend payments owing to Shareholders are deposited and held until paid to such Shareholders (hereinafter referred to as the “Umbrella Cash Account”). We acknowledge that all subscriptions, redemptions and dividends payable to or from a Sub-Fund are channeled and managed through the Umbrella Cash Account.
40. I/We acknowledge that my / our subscription monies/ redemption monies / dividend monies will be paid into the Umbrella Cash Account, that such monies will be treated as an asset of the relevant Sub-Fund and I/we will not benefit from the application of any investor money protection rules (i.e. the monies will not be held on trust as investor monies for me/us) and that I/we will be an unsecured creditor of the relevant Sub-Fund (i) with respect to the amount subscribed for Shares and held in the Umbrella Cash Account until such Shares are issued to me/us as of the relevant Dealing Day or (ii) with respect to the redemption/dividend amount to be paid and held in the Umbrella Cash Account until such amount is paid to me/us (whichever is applicable).
41. I/We acknowledge that in accordance with applicable anti money-laundering and terrorist financing requirements (the “AML Requirements”), redemption monies or dividend payments shall not be paid on un-verified accounts. In the event that I/we fail to submit the necessary documentation requested by the ICAV or its delegate as required under the AML requirements, redemption monies or dividend monies will be held in the Umbrella Cash Account and shall remain an asset of the relevant Sub-Fund and I/we will not benefit from the application of any investor money protection rules (i.e. the redemption monies/dividend monies will not be held on trust for me/us). In such circumstances, I/We acknowledge that I/we will be unsecured creditors of the relevant Sub-Fund in respect of such redemption monies or dividend payments until such time as the relevant documentation required by the ICAV has been received to its satisfaction and the redemption monies/dividend payments have been paid to me/us.

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42. I/we acknowledge that the following risks arise in relation to the operation of the Umbrella Cash Account: –
- i. in the event that subscription monies received and held in an Umbrella Cash Account are lost (to include in the event of the insolvency of the bank with which such monies are held) prior to the issue of Shares to the relevant investor as of the relevant Dealing Day, the ICAV on behalf of the Sub-Fund may be obliged to make good any losses suffered by the investor (in its capacity as a general creditor of the Sub-Fund), in which case such loss will need to be discharged out of the assets of the relevant Sub-Fund and therefore will represent a diminution in the net asset value per share for existing Shareholders of the relevant Sub-Fund;
 - ii. in the event that redemption or dividend monies held in an Umbrella Cash Account are lost (to include in the event of the insolvency of the bank with which such monies are held) prior to payment to the relevant investor/ Shareholder, the ICAV on behalf of the Sub-Fund may be obliged to make good any losses suffered by the investor/ Shareholder (in its capacity as a general creditor of the Sub-Fund), in which case such loss will need to be discharged out of the assets of the relevant Sub-Fund and therefore will represent a diminution in the net asset value per Share for existing Shareholders of the relevant Sub-Fund;
 - iii. in the event of an insolvency of the relevant Sub-Fund or the ICAV, there is no guarantee that the Sub-Fund or the ICAV will have sufficient funds to pay unsecured creditors in full. Investors who have forwarded subscription monies in advance of a dealing day and which are held in the Umbrella Cash Account and investors / Shareholders due redemption / dividend monies which are held in the Umbrella Cash Account will rank equally with all other unsecured creditors of the relevant Sub-Fund and will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner. Therefore, in such circumstances, the investor subscribing for Shares may not recover all monies originally paid into the Umbrella Cash Account in relation to the application for Shares and the redeeming investor entitled to redemption monies and the Shareholder entitled to a dividend payment may not recover all monies originally paid into the Umbrella Cash Account for onward transmission to that investor/Shareholder;
 - iv. in addition, investors should note that in the event of the insolvency of another Sub-Fund of the ICAV, recovery of any amounts to which a relevant Sub-Fund is entitled, but which may have been used by such other insolvent Sub-Fund as a result of the operation of the Umbrella Cash Account will be subject to the principles of Irish trust law and the terms of the operational procedures for the Umbrella Cash Account. There may be delays in effecting and/or disputes as to the recovery of such amounts, and the insolvent Sub-Fund may have insufficient funds to repay the amounts due to the relevant Sub-Fund.
 - v.
43. In the event that Shares are allotted / issued notwithstanding that cleared funds have not been received within the usual time limits by the ICAV as set out in the Prospectus, I/we acknowledge that the ICAV may cancel the allotment / issue of my / our Shares and I/we will be liable to pay to the ICAV interest at such rate as may be determined by the Directors from time to time and/or other losses, charges or expenses suffered or incurred by the ICAV as a result of late payment or non-payment by me/us of subscription monies.

Signed at _____

Date _____

AUTHORISED SIGNATORY 1

AUTHORISED SIGNATORY 2 (if required)

Full name of signatory _____

Full name of signatory _____

Authorised Signatory _____

Authorised Signatory _____

Capacity _____

Capacity _____

COMPULSORY ANTI-MONEY LAUNDERING DOCUMENTATION TO BE SUBMITTED

1. An “ID document” means a clear copy of a green, bar-coded ID book, both sides of a smart ID card, or a passport on which the photo, ID number, name and surname and nationality of the person is visible.
2. “Proof of bank account details” is a bank statement that clearly displays the investor’s name and bank account number.
3. “Proof of address/business address” means a document less than 6 months old containing physical address that is a utility bill, bank statement, rates account or tax invoice. Please note, the proof of address must verify the physical location of the investor and PO Boxes are not acceptable.

In the case of Joint Holders, please supply the documentation in respect of **ALL** the holders.

Tick	INDIVIDUAL APPLICANTS (NATURAL PERSON)	THIRD PARTY REPRESENTING ANOTHER INDIVIDUAL / POWER OF ATTORNEY (NATURAL PERSON)
	Identity Document	ID document
	Proof of residential address (less than 6 months old)	Proof of authority to act e.g. power of attorney, mandate, resolution or court order.
	Proof of bank account details (operational requirement)	Proof of bank account details if different from investors bank account details

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INDIVIDUAL (CONTROLLING PERSON'S) SELF-CERTIFICATION FOR FATCA AND CRS

We are obliged under Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to those sections to collect certain information about each investor's tax arrangements. Please note that by completing this form you are providing personal information which may constitute personal data within the meaning of the General Data Protection Regulation (697/2016/EU) (the "GDPR") and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2003. Please note that in certain circumstances we may be legally obliged to share this information, and other financial information with respect to an account holder's interests in the Fund, with the Irish tax authorities, the Revenue Commissioners. They may in turn exchange this information, and other financial information with foreign tax authorities, including tax authorities outside the EU.

If you have any questions about this form or defining the investor's tax residency status, please refer to the OECD CRS Portal or speak to a tax adviser or local tax authority.

For further information on FATCA or CRS please refer to:

- Irish Revenue website at <http://www.revenue.ie/en/business/aeoi/index.html>
- OECD CRS Information Portal at: <http://www.oecd.org/tax/automatic-exchange/> in the case of CRS only.

If any of the information below about the investor's tax residence or FATCA/CRS classification changes in the future, please advise of these changes promptly.

Please note that where there are joint or multiple account holders **each account holder** is required to complete a separate Self-Certification form.

SECTION 1: INVESTOR IDENTIFICATION

Title	_____	Surname	_____	
First Name(s)	_____		Date of Birth	_____
City & Country of Birth	_____			
Street Address	Postal Address	Same as Street Address <input type="checkbox"/> YES <input type="checkbox"/> NO		
Address Line 1	Address Line 1	_____		
Address Line 2	Address Line 2	_____		
Address Line 3	Address Line 3	_____		
Cty	Cty	_____		
Post Code	Post Code	_____		
Country	Country	_____		

SECTION 2: FATCA DECLARATION OF U.S. CITIZENSHIP OF U.S. RESIDENCE FOR TAX PURPOSES

A	I confirm that [I am]/[the investor is] a U.S. citizen and/or resident in the U.S. for tax purposes and [my]/[its] U.S. federal taxpayer identifying number (U.S. TIN) is as follows: _____	
B	I confirm that [I am not]/[the investor is not] a U.S. citizen or resident in the U.S. for tax purposes.	

Individual Account Opening Form

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SECTION 3: CRS DECLARATION OF TAX RESIDENCY

Please indicate your/ the investor's country of tax residence (if resident in more than one country please detail all countries of tax residence and associated taxpayer identification numbers ("TIN"). You may choose more than one country. For further guidance on Tax Residency and TINs please refer to the OECD CRS Information Portal: <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/#d.en.347759>

COUNTRY OF TAX RESIDENCY	TAX IDENTIFICATION NUMBER

NOTE: Under the Irish legislation implementing the CRS, provision of a Tax ID number (TIN) is required to be provided unless:

- a) You are tax resident in a Jurisdiction that does not issue a TIN, Or,
- b) You are tax resident only in a non-reportable Jurisdiction (i.e. Ireland or the USA)

If a TIN is unavailable, please tick the appropriate box as follows:

A	The country/jurisdiction where the Account Holder is resident does not issue TINs or TIN equivalents to its residents	
B	The Account Holder is otherwise unable to obtain a TIN (Please explain why you are unable to obtain a TIN	
C	No TIN is required. (This should only be selected if the domestic law of the relevant country/jurisdiction does not require the collection of the TIN issued by such country/jurisdiction)	

SECTION 4: DECLARATIONS AND UNDERTAKINGS

I declare (as an authorised signatory if applicable) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete.

I acknowledge that the information contained in this form and information regarding the Account Holder may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident where those countries (or tax authorities in those countries) have entered into Agreements to exchange financial account information.

I undertake to advise the recipient promptly and provide an updated Self-Certification form where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

I give full consent to receiving this information and the Prospectus, latest annual and semi-annual reports and other information by means of electronic communication.

Print Name _____

Authorised Signatory _____

Date _____

Capacity in which declaration is made _____

Individual Account Opening Form

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APPENDIX 1: JOINT INVESTOR PERSONAL DETAILS

This is for additional account holders. Please also complete an additional FATCA and CRS declaration form (page 8 & 9) per joint investor.

Title	_____	Surname	_____
First Name(s)	_____	Date of Birth	_____
Occupation	_____	City & Country of Birth	_____
Nationality	_____	Identity Number or Passport	_____
Tax Residency	_____	Tax Identification Number	_____
Street Address	_____	Postal Address	Same as Street Address <input type="checkbox"/> YES <input type="checkbox"/> NO
Address Line 1	_____	Address Line 1	_____
Address Line 2	_____	Address Line 2	_____
Address Line 3	_____	Address Line 3	_____
Cty	_____	Cty	_____
Post Code	_____	Post Code	_____
Country	_____	Country	_____
Telephone (mobile)	_____	Telephone (landline)	_____
Email address	_____		

All communication will be sent to you via e-mail. If you prefer post or do not have an e-mail address, please check here

Individual Account Opening Form

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APPENDIX 2: ACTING ON BEHALF OF INVESTOR

This is for Guardians/Parents, or persons with Powers of Attorney. Proof of authority and FICA documentation required.

Title	_____	Surname	_____
First Name(s)	_____	Date of Birth	_____
Occupation	_____	Identity Number or Passport	_____
<u>Street Address</u>	<u>Postal Address</u>	Same as Street Address	<input type="checkbox"/> YES <input type="checkbox"/> NO
Address Line 1	Address Line 1	_____	_____
Address Line 2	Address Line 2	_____	_____
Address Line 3	Address Line 3	_____	_____
Cty	Cty	_____	_____
Post Code	Post Code	_____	_____
Country	Country	_____	_____
Telephone (mobile)	Telephone (landline)	_____	_____
Capacity	_____		
Email	_____		

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APPENDIX 3: DATA PRIVACY STATEMENT

As a consequence of your investment, the ICAV acting as a data controller may itself (or through third parties including but not limited to the Manager together with any distributor or sub-distributors that may be appointed from time to time (collectively the “Distributor”), local paying agents and mailing firms appointed by any of the foregoing (together the “Service Providers”)) process your personal information or that of your directors, officers, employees, intermediaries and/or beneficial owners.

When processing your personal information, there may also be times where the Manager will act as a data controller. In circumstances where the Manager acts as a data controller in respect of the information that has been provided to it by you or the ICAV, all rights afforded to you as a data subject under the GDPR shall be exercisable by you solely against the Manager as applicable. Please contact the Data Protection Officer should you wish to obtain information concerning the Service Providers.

In this regard, please note the following:

Purposes of Processing and Legal Basis for Processing

The personal data collected from you or provided by you or on your behalf in connection with your holdings in the ICAV will be collected, stored, disclosed, used and otherwise processed by the Service Providers on behalf of the ICAV for the purpose of:

- i. managing and administering your holdings in the ICAV and any related account on an ongoing basis and disclosure to third parties (such as auditors, regulatory / tax authorities), in order to ensure the due performance of the contract between the ICAV and you;
- ii. complying with any legal, tax or regulatory obligations including those under ICAV law / tax law and under anti-money laundering / counter terrorist financing legislation, in order to ensure compliance with a legal obligation to which the ICAV is subject;
- iii. for the purpose of recording, maintaining, storing and using recordings of telephone calls and electronic communications that you make to and receive from the ICAV and its Service Providers or for otherwise pursuing the legitimate interests of the ICAV.

The Manager as a data controller of your personal data may also collect, store, disclose, use or otherwise process your personal data for the purposes outlined below:

- i. managing and administering your holdings in the ICAV and any related account on an ongoing basis and disclosure to third parties (such as auditors, regulatory / tax authorities), in order to ensure the due performance of the contract between the ICAV and the Manager;
- ii. complying with any legal, tax or regulatory obligations including those under applicable law, including under anti-money laundering / counter terrorist financing legislation, in order to ensure compliance with a legal obligation to which the Manager is subject;
- iii. for the purpose of recording, maintaining, storing and using recordings of telephone calls and electronic communications in respect of the ICAV or for otherwise pursuing the legitimate interests of the Manager, as manager and administrator of the ICAV.

Please note that where personal data is processed for purposes of legitimate interests, you have a right to object to such processing and the ICAV and its appointed Service Providers will no longer process the personal data unless it can be demonstrated that there are compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims. Further information relating to the balancing test undertaken by the ICAV to rely on legitimate interests as a grounds in respect of such processing is available upon request.

Disclosures to Service Providers and / or Third Parties

Personal data relating to you which is collected from you or provided by you or on your behalf may be handled by and disclosed by Service Providers appointed by the ICAV and its or their duly appointed agents and any of related, associated or affiliated companies within the Prescient Holdings (Pty) Ltd group of companies (“Prescient Group”) for the purposes specified above. These Service Providers will be obliged to adhere to the data protection laws of the countries in which they operate.

The ICAV and the Manager may disclose your personal data to other third parties where required by law or for legitimate business interests. This may include disclosure to third parties such as auditors and the Central Bank of Ireland, regulatory bodies, taxation authorities and technology providers.

Profiling and Screening

The ICAV and its appointed Service Providers may engage in PEP screening and financial sanctions screening programs defined by the European Union (“EU”), the United Nations (“UN”), Her Majesty’s Treasury (“HMT”) and the Office of Foreign Assets Control (“OFAC”) for the purposes of complying with

anti-money laundering and counter terrorist financing legislation and with UN, EU and other applicable sanctions regimes. The implementation of such PEP screening and financial sanctions screening programmes may result in the ICAV or its Service Providers refusing an application for Shares in the ICAV or delaying or refusing to make any redemption payment or distribution payment to you if you, your directors or any beneficial owner of your Shares appear on such screening programmes. In the event that you are identified as a PEP as a result of the screening process, you may be required to provide additional information and/or documentation to the ICAV or its Service Providers.

Undertaking in connection with other parties

By providing personal data to the ICAV, you undertake to be authorised to disclose to the ICAV relevant information applicable to the beneficial owner of the investment, to your directors and authorised signatories and to persons that own, directly or indirectly, an interest in the ICAV. In this respect you confirm that you have provided these persons with all the information required under applicable data protection law, notably regarding their data protection rights, and received from these persons their authorisation for the processing and transfer of their personal data to us.

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Transfers Abroad

Personal data collected from you or provided by you or on your behalf may be transferred outside of Ireland including to companies situated in countries outside of the European Economic Area (“EEA”) which may not have the same data protection laws as in Ireland. Such non-EEA countries comprise South Africa (where the ICAV’s IT infrastructure is maintained), the United Kingdom and/or such other countries as may be determined by the ICAV/Manager from time to time, which has their own stringent data protection laws in place.

Where data transfers outside of the EEA take place, the ICAV and/or the relevant Service Provider have taken the necessary steps to ensure that appropriate safeguards have been put in place to protect the privacy and integrity of such personal data, including entering of data protection model agreements between the ICAV and its Service Providers in accordance with the requirements of GDPR. Please contact the Data Protection Officer should you wish to obtain information concerning such safeguards.

Data Retention Period

The ICAV and its appointed Service Providers will retain all information and documentation provided by you in relation to your investment in the ICAV for such period of time as may be required by Irish legal and regulatory requirements, being at least six years after the period of your investment has ended or the date on which you had your last transaction with us.

Your data protection rights

Please note that you have the following rights under the GDPR. In each case, the exercise of these rights is subject to the provisions of the GDPR:

- i. You have a right of access to and the right to amend and rectify your personal data.
- ii. You have the right to have any incomplete personal data completed.
- iii. You have a right to lodge a complaint with a supervisory authority, if you consider that the processing of personal data relating to you carried out by the ICAV infringes the GDPR.
- iv. You have a right to be forgotten (right of erasure of personal data).
- v. You have a right to restrict processing.
- vi. You have a right to data portability.
- vii. You also have the right to object to processing where personal data is being processed for direct marketing purposes and also where the ICAV or a Service Provider is processing personal data for legitimate interests.

Where you wish to exercise any of your data protection rights against the ICAV, please contact us via the details provided below under “Contact Us”.

The ICAV or its Service Provider will respond to your request to exercise any of your rights under the GDPR in writing, as soon as practicable and in any event within one month of receipt of your request, subject to the provisions of the GDPR. The ICAV or its Service Provider may request proof of identification to verify your request.

Failure to provide personal data

As outlined in the section titled “Purposes of Processing and Legal Basis for Processing”, the provision of personal data by you is required for us to manage and administer your holdings in the ICAV. Where you fail to provide such personal data in order to comply with anti-money laundering/counter terrorist financing or other legal requirements, in certain circumstances, we may be prohibited from making redemption or any applicable dividend payments to you and/ or may be required to discontinue our business relationship with you by compulsorily redeeming your shareholding in the ICAV.

Contact us

If you have any questions about the Fund’s use of your personal information, please contact the Data Protection Officer at the following e-mail address: dataprotection@prescient.ie

COMPLAINTS

Please do not hesitate to contact us if you are not satisfied with this investment or the services received from the Manager. A complaint must be submitted to the Compliance Officer. The Manager will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof. Should you wish to lodge a complaint regarding the services being provided please email complaints@prescient.ie or alternatively you can obtain our complaints policy from the compliance department at compliance@prescient.co.za

If an investor is still not satisfied with the final response from the Manager or if a complaint has not been fully resolved within 40 days of it being received, they have the right to address their complaint in writing to the Financial Services Ombudsman at the address below. The Ombud is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.

Contact details	Ombudsman
Email address	info@fspo.ie
Tel	+353 1 567 7000
Postal Address	Lincoln House, Lincoln Place, Dublin 2, D02 VH29

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APPENDIX 4: TERMS AND CONDITIONS (TO BE RETAINED BY INVESTOR)

General

1. To be valid, the Account opening Form (incorporating the Declaration required by the Irish Revenue Commissioners) must be completed by the investor.
2. Where there is more than one Investor, each person must sign. If this Account opening Form is signed by any Investor under power of attorney, such power of attorney or a duly certified copy thereof must accompany this Account opening form.
3. If the Investor is a company, the Declaration must be signed by the Company's Secretary or an authorised officer and a list of authorised signatories must accompany this Account Opening Form.
4. This Account Opening Form and required documentation must be received before the dealing deadline as per the Prospectus on the Relevant Dealing Day.
5. Subscription amounts must be received by the Company in the subscription account of the Custodian as cleared funds for value on the Settlement date as per the Prospectus. Any applications and/or cleared funds therefore received after the dealing deadline on the Relevant Dealing Day will be held over until the next Dealing Day.
6. The dealing deadline for redemption requests is set out in the Prospectus.
7. Redemptions will not be processed on non-cleared/verified accounts.
8. No redemption payment may be made until all documentation required by the scheme and anti-money laundering and counter terrorist financing procedures have been completed.

Applicable if appointing a Financial Advisor (IFA)

1. The Company will only accept applications, submitted on behalf of investors, from IFA's who have been granted a licence by the regulating authority of the country in which the service is being rendered to the investor.
2. The Company cannot be held responsible or liable for loss or damage suffered by the investor as a result of the IFA acting outside his / her licence parameters or because of delays in the processing or rejection of this account opening form, caused by the fact that the investor's IFA is not authorised as per 1 above.
3. The IFA is responsible for ensuring that the investor receives and understands all appropriate advice, product and fee information including changes in the working practices and procedures of the Company.

Fees

1. The fees that apply to this investment are set out in the Prospectus.
2. All fees may be amended by the Company from time to time, and in such event, a notification will be sent to the investor.
3. The annual fee is the fee you pay to the Company for managing the fund, which may include both Management and Investment Management Fees.
4. You may negotiate an annual advisor fee to be paid to your appointed IFA. Shares will be redeemed from your investment to pay your IFA this fee

Risk Warning

Shares/Collective investment schemes are generally medium- to long-term investments. The value of shares may go down as well as up and past performance is not necessarily a guide to the future. Collective investment schemes are traded at ruling prices and can engage in borrowing and scrip lending. A schedule of fees, charges and maximum commissions is available on request from the manager. There is no guarantee in respect of capital or returns in a portfolio. A CIS may be closed to new investors in order for it to be managed more efficiently in accordance with its mandate. Performance has been calculated using net NAV to NAV numbers with income reinvested. Where foreign securities are included in a portfolio there may be potential constraints on liquidity and the repatriation of funds, macroeconomic risks, political risks, foreign exchange risks, tax risks, settlement risks; and potential limitations on the availability of market information. The investor acknowledges the inherent risk associated with the selected investments and that there are no guarantees. Commission and incentives may be paid and if so, are included in the overall costs. There is no guarantee in respect of capital or returns in a portfolio. Daily forward pricing is used. A Prospectus is available from the Company. Fluctuations or movements in exchange rates may cause the value of the underlying international investments to go up or down.

Contact Details

OMBA Investments ICAV
c/o Prescient Fund Services (Ireland) Limited
35 Merrion Square East
Dublin 2,
D02 KH30
Ireland
Tel: +353 1 676 6959
Website: <https://www.prescient.ie/>
E-mail: TA@prescient.ie

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APPENDIX 5: CUSTOMER INFORMATION NOTICE – COMMON REPORTING STANDARD

The Company intends to take such steps as may be required to satisfy any obligations imposed by (i) the Standard for Automatic Exchange of Financial Account Information in Tax Matters (“the Standard”) and, specifically, the Common Reporting Standard (“CRS”) therein or (ii) any provisions imposed under Irish law arising from the Standard or any international law implementing the Standard (to include the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information or the EU Council Directive 2011/16/EU (as amended by Council Directive 2014/107/EU)) so as to ensure compliance or deemed compliance (as the case may be) with the Standard and the CRS therein from 1 January 2016.

The Company is obliged under Section 891F of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to that section to collect certain information about each Investor’s tax arrangements.

Please note that in certain circumstances the Company may be legally obliged to share this information and other financial information with respect to an Investor’s interests in the Company with the Irish Revenue Commissioners. In turn, and to the extent the account has been identified as a Reportable Account, the Irish Revenue Commissioners will exchange this information with the country of residence of the Reportable Person(s) in respect of that Reportable Account.

In particular, the following information will be reported by the Company to the Irish Revenue Commissioners in respect of each Reportable Account maintained by the Company:

- i. The name, address, jurisdiction of residence, tax identification number and date and place of birth, in the case of an individual, of each Reportable Person that is an Account Holder of the account and, in the case of any Entity that is an Account Holder and that, after application of the due diligence procedures consistent with CRS is identified as having one or more Controlling Persons that is a Reportable Person, the name, address, jurisdiction of residence and tax identification number of the Entity and the name, address, jurisdiction of residence, TIN and date and place of birth of each such Reportable Person.
- ii. The account number (or functional equivalent in the absence of an account number);
- iii. The account balance or value as of the end of the relevant calendar year or other appropriate reporting period or, if the account was closed during such year or period, the closure of the account;
- iv. The total gross amount paid or credited to the Account Holder with respect to the account during the calendar year or other appropriate reporting period with respect to which the Reporting Financial Institution is the obligor or debtor, including the aggregate amount of any redemption payments made to the Account Holder during the calendar year or other appropriate reporting period.
- v. The currency in which each amount is denominated.

Please note that in certain limited circumstances it may not be necessary to report the tax identification number and date of birth of a Reportable Person.

In addition to the above, the Irish Revenue Commissioners and Irish Data Protection Commissioner have confirmed that Irish Financial Institutions (such as the Company) may adopt the “wider approach” for CRS. This allows the Company to collect data relating to the country of residence and the tax identification number from all non-Irish resident Investors.

The Company can send this data to the Irish Revenue Commissioners who will determine whether the country of origin is a Participating Jurisdiction for CRS purposes and, if so, exchange data with them. Revenue will delete any data for non-Participating Jurisdictions.

The Irish Revenue Commissioners and the Irish Data Protection Commissioner have confirmed that this wider approach can be undertaken for a set 2–3 year period pending the resolution of the final CRS list of Participating Jurisdictions.

Applicants and Investors can obtain more information on the Company’s tax reporting obligations on the website of the Irish Revenue Commissioners which is available at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link in the case of CRS only: <http://www.oecd.org/tax/automatic-exchange/>

All capitalised terms above, unless otherwise defined above, shall have the same meaning as they have in the Standard and EU Council Directive 2014/107/ EU (as applicable).