

NEDGROUP INVESTMENTS MULTIFUNDS PLC INSTITUTIONAL SUBSCRIPTION AGREEMENT

For shares in Nedgroup Investments MultiFunds Plc (the "Company") (Incorporated in Ireland as an investment company with variable capital as a UCITS under registration number 502599)

This agreement, together with all appendices and exhibits hereto (the "Agreement") is governed by Irish law.

Agreement Details

Please use BLOCK CAPITALS and blue or black ink only. Do not use correction fluid; any amendments should be crossed out and initialled. Any incomplete information will need to be confirmed in writing by the applicants once the Company has received the application.

PLEASE ENSURE THAT THE APPROPRIATE DECLARATIONS ARE SIGNED AND ALL SECTIONS ARE COMPLETED IN FULL.

Section 1 - Corporate Details

Company Name			
Registered Address			
Registration No		Country of Incorporation	
Contact Name		Date of Incorporation	
Tel No		Contact Email Address	
Fax No			

Correspondence Address - if different

Nature of Business

Directors

Directors Name	Title (eg, Mr/Mrs/Miss/Ms/Other)	Gender
Residential Address		
	Place of Birth	Nationality
	Date of Birth	

Directors Name	Title (eg, Mr/Mrs/Miss/Ms/Other)	Gender
Residential Address		
	Place of Birth	Nationality
	Date of Birth	

Directors Name	Title (eg, Mr/Mrs/Miss/Ms/Other)	Gender
Residential Address		
	Place of Birth	Nationality
	Date of Birth	

Where there are further Directors to be disclosed, please duplicate this page of the form and complete the required information for other directors.

Beneficial Owners

Owners Name	Title (eg, Mr/Mrs/Miss/Ms/Other)	Gender
Owners Address		
	Place of Birth	Nationality
Occupation	Date of Birth	

Owners Name	Title (eg, Mr/Mrs/Miss/Ms/Other)	Gender
Owners Address		
	Place of Birth	Nationality
Occupation	Date of Birth	

Owners Name	Title (eg, Mr/Mrs/Miss/Ms/Other)	Gender
Owners Address		
	Place of Birth	Nationality
Occupation	Date of Birth	

Section 3 - Investment Details

Total amount to be invested (Curr) _____ (Amount) _____

Sub-Fund	Class A minimum investment \$10,000 or £7,500 Class B minimum investment \$750,000 or £500,000	Investment Amount (USD, GBP)	Or % Allocation
Growth MultiFund			
USD Class A			
USD Class B			
GBP Class A			
GBP Class B			
Balanced MultiFund			
USD Class A			
USD Class B			
GBP Class A			
GBP Class B			
Income MultiFund			
USD Class A Acc			
USD Class B Acc			
GBP Class A Acc			
GBP Class B Acc			
USD Class A Inc			
USD Class B Inc			
GBP Class A Inc			
GBP Class B Inc			

Section 4 - Source of Funds

Amount to be invested, to be transferred from:

Bank/Company: _____

Account details: name _____

Account number: _____

Section 5 - Source of Wealth

Source of wealth - how were these funds generated? (including source of savings or source of existing investment, where applicable).

Please provide evidence.

Savings from: _____

Inheritance - source and when: _____

Sale of Property - source and when: _____

Other - please provide details: _____

Section 6 - Nominated Bank Account

Please provide your full banking details in the event of redemption of shares request.

Correspondent Bank Name	
SWIFT code/sort code/routing number	
Account Number	
Beneficiary Bank Name	
Beneficiary Bank Address	
City	
Country	Postal Code
SWIFT code/sort code/routing number	
Beneficiary Account Name	
Beneficiary Account Number/IBAN	

The Company will remit redemption proceeds to the above mentioned account unless advised otherwise.

Section 7 - Dividend Payments

If you have chosen the income class of Income Fund please specify where you would like dividend payments to be made.

Correspondent Bank Name	
SWIFT code/sort code/routing number	
Account Number	
Beneficiary Bank Name	
Beneficiary Bank Address	
City	
Country	Postal Code
SWIFT code/sort code/routing number	
Beneficiary Account Name	
Beneficiary Account Number/IBAN	

The Company will remit dividend payments to the above mentioned account unless advised otherwise.

Section 8 - Declarations and Confirmations

Unless otherwise provided for herein, all defined terms shall have the same meaning as in the Prospectus for the Company (the "Prospectus") current at the date of this Agreement.

The undersigned hereby certifies as follows in connection with this Subscription Agreement and any subsequent Agreement:

1. I/We confirm that I/we have received and read a copy of the Prospectus. I/We acknowledge that this Agreement is made solely on the terms of the Prospectus and the contracts referred to therein together (where applicable) with the most recent annual report and accounts of the Company and (if issued after such report and accounts) its most recent unaudited semi-annual report, and subject to the provisions of the Company's Memorandum and Articles of Association from time to time in force.

2. I/We warrant that I am/we are duly authorised to sign this Agreement and to subscribe for or redeem the Shares in the Company and that by virtue of my/our subscribing for, holding or redeeming Shares in the Company, I/we will not be in breach of any laws or regulations of any competent jurisdiction and I/we hereby indemnify the Company, the Custodian, the Administrator, the Registrar and Transfer Agent, the Investment Manager and Distributor and other Shareholders for any loss suffered by them as a result of this warranty/representation not being true in every respect.

3. I/We declare that:

a) the subscription for Shares by me/us as set out in this Agreement does not violate any laws or regulations in the country/territory in which I am/we are domiciled;

b) by opening this account and signing below, the account owner represents and warrants that I am/we are not a U.S. person for purposes of U.S. Federal income and that I am/we are not acting for, or on behalf of, a U.S. person. A false statement or misrepresentation of tax status by a U.S. person could lead to penalties under U.S. law. If your tax status changes and you become a U.S. citizen or a resident, you must notify us within 30 days.

4. I/We do not intend selling or transferring any Shares which I/we may subscribe for to any person who is a US Person. I/We agree to:

a) provide the declaration and warranties contained herein to the Company and at such time as the Company may request provide such certificates, documents or other evidence as the Company may reasonably require to substantiate such representations,

b) notify the Company immediately if I/we become aware that any of the declarations and warranties contained herein is/are no longer accurate and complete in all respects.

5. I/We hereby authorise the Administrator to accept and execute any instructions, (including but not limited to any instructions regarding subscriptions, switches, transfers or redemptions of Shares or any payment in relation to same or otherwise) in respect of Shares to which this Agreement relates, given by me/us in written form or by facsimile. I/We hereby agree to indemnify each of the Administrator and the Company and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of either of them acting upon instructions given in written form by me/us, i.e facsimile instructions. The Administrator and the Company 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 properly by authorised persons.

6. I/We hereby undertake to observe and be bound by the Prospectus and the provisions of the Memorandum and Articles of Associations (as amended from time to time) of the Company and apply to be entered in the register of shareholders of the Company as the holder/holders of the Shares issued in relation to this Agreement.

7. I/We hereby acknowledge that the Company, the Custodian, the Administrator and the Registrar and Transfer Agent reserve the right to seek evidence of identity to comply with applicable anti-money laundering regulations. In the case of delay or failure to provide satisfactory information, the Company, the Custodian, the Administrator and the Registrar and Transfer Agent may take such action as they see fit.

8. I/We hereby indemnify the Company, the Custodian, the Administrator, the Distributors and the Registrar and Transfer Agent and agree to keep each of them indemnified against any loss accruing as a result of any failure to process this Agreement, if the information required by any of them has not been provided by me/us.

9. I/We acknowledge that due to anti-money laundering requirements operating within its jurisdiction the Company, Registrar and Transfer Agent, or the Administrator may require further identification of me/us before this Agreement can be processed and the Registrar and Transfer Agent and/or the Administrator shall be held harmless and indemnified against any loss arising as a result of a failure to process this Agreement if such information has been required by the parties referred to and has not been provided by me/us.

Section 8 continued

10. I/We hereby acknowledge that the information contained in this Agreement together with any other information that is furnished in connection with the investment in the Company shall be held and processed by the Company, the Administrator and their agents and delegates. The processing of personal data (as defined within the meaning of the Data Protection Acts 1988 and 2003 (as amended or re-enacted from time to time) (respectively "Personal Data" and the "Data Protection Acts") may be delegated also to the services providers appointed by the Company in the countries in which the Company is registered.

In connection with the above, information may in the future be transferred for processing in connection with the investment to countries outside the European Economic Area ("EEA") that either do not have data protection laws or have data protection laws that do not provide the same level of protection as EU data protection law. Details of countries to which such information may be transferred are available from the Company. The Company will use reasonable endeavours to ensure that, where there is a transfer of the subscriber's information to a country that does not have, or has inadequate, data protection laws, the third party to whom the information is transferred provides adequate assurances as to the level of protection which will be given to the subscriber's information.

I/We hereby acknowledge, and (to the extent consent is required) consent to:

a) the retention and processing of my/our data by the Company and/or its delegates (including the Administrator) for the purposes of:

- i) maintaining a register of investors, and providing subscription and redemption of shares,
- ii) prevention of money laundering, financing of terrorism or fraud, and
- iii) compliance with the Company's legal and regulatory obligations (including any statutory reporting obligations), and

b)

- i) the transfer of such data to other companies or entities within the Investment Manager, the Administrator or Custodian's group(s), including its or their offices outside the European Economic Areas (the "EEA"); and
- ii) to the transfer of such data to third party companies or entities including their offices outside the EEA, in each case where the transfer is necessary for regulatory purposes, the maintenance of records, administrations or provision of services in relation to any investment product or service of any group companies. I/We understand that the transfer of my/our data may be to a country, which does not have equivalent data protection to that of the EEA. To the extent that the information contained in this Agreement or any other information that is furnished in connection with the investment in the Company relates to another individual, I/we warrant that I/we have been authorised by that individual to provide the information to the Company and where necessary to consent on that individual's behalf to the use of any information as relates to that individual (including the transfer of any such information outside the EEA) in the manner outlined above.

Each individual has the right at any time to request a copy of any Personal Data that is received within the meaning of the Data Protection Acts that the Company holds in relation to him/her (for which the Company may charge a fee) and to have inaccuracies in that information corrected. The subscriber hereby agrees to notify the Company without delay in the event of any change in his/her/their/its information, to enable the Company to comply with its obligations to keep their information up to date.

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

12. I/We represent and warrant that, to the best of my/our knowledge, none of:

a) the Investor(s);

b) any person controlling or controlled by the Investor; or

c) any person for whom the Investor is acting as agent or nominee in connection with this investment:

is a senior foreign political figure^{***}, or any immediate family member^{****} or close associate^{*****} of a senior foreign political figure as such terms are defined below.

^{***} A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

^{****} "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

^{*****} A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior political figure.

13. In the event of a redemption of shares I/we hereby authorise the Transfer Agent to pay the proceeds of the redemption to the Nedgroup Investments Client Account from where Nedgroup Investments will transfer the proceeds in accordance with my payment instructions.

14. I/We hereby undertake to advise the Company in writing of any changes to my/our details contained in the personal details, Section 1.

15. I/We warrant that the particulars provided by me/us are true and correct and hereby indemnify the Company against losses or damage suffered in reliance thereon.

16. I/We hereby declare that all statements made by me/us in this Agreement are to the best of my/our knowledge and belief, true and complete.

17. I/We hereby irrevocably apply for the shares set out above at a price determined in accordance with the current Prospectus.

Section 9 - Notes

1. The Agreement may be completed by a duly authorised agent on behalf of the applicant(s). Such agent represents and warrants that he/she is duly authorised to sign this form and thereafter redeem shares on behalf of the applicant(s). Such agent submits the Power of Attorney or other authority under which he/she acts with the completed application and identification documents for both the agent and all applicants.

2. No share certificate will be issued, ownership is evidenced by the Company's register of shareholders.

3. Fractional shares will be issued to four decimal places.

4. If more than one applicant signs, then such signatories will be deemed to be joint applicants and joint holders. Applicants should bear in mind that all joint signatories will be required to sign subsequent instructions unless an alternative instruction is given under the signing mandate. In the event of the death of any signatory, the Company will accept the surviving holder(s) signature(s) for any instruction pertaining to the subscription for new shares or the redemption of shares or the switching of funds.

5. All bank charges incurred in the transfer of funds will be for the account of the applicant(s).

Section 10 - Declaration of Residence Outside Ireland

Every applicant applying for units on the applicant's own behalf is hereby obliged to notify the Company or an agent of the Company appointed for the purpose, as the case may be, in writing if the applicant is or becomes resident or ordinarily resident in Ireland. An individual is ordinarily resident in Ireland if the individual has been resident in Ireland for each of the 3 preceding years of assessment (i.e. calendar years) and that individual continues to be ordinarily resident in Ireland until the individual has not been resident in Ireland in each of the 3 preceding years of assessment.

Every applicant applying for units on behalf of another person is hereby obliged to notify in writing the Company or an agent of the Company appointed for this purpose, as the case may be, if the applicant is, or becomes aware that any person who is beneficially entitled to any of those units may be resident or ordinarily resident in Ireland or may have become resident in Ireland. An individual is ordinarily resident in Ireland if the individual has been resident in Ireland for each of the 3 preceding years of assessment (i.e. calendar years) and that individual continues to be ordinarily resident in Ireland until the individual has not been resident in Ireland in each of the 3 preceding years of assessment.

Section 11 - Signing Mandate

Signatories required to authorise transactions over joint holdings

Any one may sign solely All to sign jointly Other _____
(specify)

(If none of the boxes are ticked, all joint holders will be required to sign)

I/We hereby agree to be bound by the Prospectus and the Declarations and Confirmations contained within this Agreement.

Name	<input type="text"/>	Signed	<input type="text"/>	Date	<input type="text"/>
Name	<input type="text"/>	Signed	<input type="text"/>	Date	<input type="text"/>
Name	<input type="text"/>	Signed	<input type="text"/>	Date	<input type="text"/>
Name	<input type="text"/>	Signed	<input type="text"/>	Date	<input type="text"/>

Section 12 - To be completed by the Business Introducer

Have you stated the source of the funds that your client(s) is/are investing and provided evidence?

Have you stated the source of wealth (the means by which your client(s) came by the money they are investing) and provided evidence of this?

Business Introducer Information:

1. Name and address or stamp

Broker code (if applicable)

2. Nedgroup Investments Account Manager

CIF No (SA Introducer only)

3. Initial Fee Information:

Please indicate the initial fee percentage to be applied. Where this is left blank no initial fee will be deducted.

Initial Fee charged to Investor

Retained by Introducer

Retained by Nedgroup Investments