

**PRIME INVESTMENTS ICC LIMITED (the "Company") (Registration number: 68399)  
Renaissance Global Flexible Fund IC Limited (Registration number 63249)  
a Cell of the Company (the "Cell")**

**Registered office address: Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey, GY1 2HT**

**APPLICATION FORM**

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To apply for Participating Shares in the Cell(s), please complete this Application Form as indicated below.

**Please email or fax and mail the original to:**

JTC Fund Solutions (Guernsey) Limited  
Ground Floor  
Dorey Court  
Admiral Park  
St Peter Port  
Guernsey  
GY1 2HT

Email: [PrimeICC.Dealing@jtcgroup.com](mailto:PrimeICC.Dealing@jtcgroup.com)

**Important**

Unless otherwise defined in this Application Form, defined terms shall have the same meaning given to them in the latest prospectus of the Company (the "**Prospectus**") and the supplemental cell prospectus in respect of the Cell (the "**Supplement**"), as the same may be amended from time to time.

Before completing this Application Form, you should read the accompanying notes and the Prospectus and Supplement.

If you need help completing this Application Form please contact JTC Fund Solutions (Guernsey) Limited (the "**Administrator**") or your financial adviser.

Please ensure the following items are received by the Administrator prior to the relevant Dealing Day (as defined in the Prospectus and Supplement):

- this Application Form, fully completed and signed by all Applicants; and
- the JTC CDD Supplement with relevant section(s) completed by all Applicants and all relevant supporting documentation correctly certified.

Please ensure to credit subscription monies in cleared funds to the Cell's subscription account (as detailed in Appendix A to the Application Form) prior to the Settlement Date (as defined in the Supplement).

I/We the person(s) detailed in Section A below irrevocably offer to subscribe the amount shown in Section C of this Application Form for Participating Shares at the Net Asset Value per Participating Share (as applicable) subject to the provisions of the Prospectus, Supplement and the Articles of the relevant Cell, and undertake to have settled in full by electronic bank transfer, cleared funds in the Base Currency of the Cell by the Settlement Date.

**SECTION A - DETAILS OF APPLICANT(S):**

Please note:

- All Applicants must complete the enclosed Application Supplement.

**1st Applicant:**

Mr, Mrs, Miss or Title:	Forenames (in full):		
Surname/Company name:			
Residential / Registered Address (in full):			
Date of Birth / Incorporation / Formation (dd/mm/yyyy)	Passport No. / ID No. / Registration Number:	Nationality / Jurisdiction :	
Tax residency		Tax Reference Number	
Post Code:		Telephone:	
Email:			

**Joint 2nd Applicant:**

Mr, Mrs, Miss or Title:	Forenames (in full):		
Surname/ name:			
Residential Address (in full):			
Date of Birth (dd/mm/yyyy)	Passport No. / ID No.	Nationality	
Tax residency		Tax Reference Number	
Post Code:		Telephone:	
Email:			

**Joint 3rd Applicant:**

Mr, Mrs, Miss or Title:	Forenames (in full):		
Surname name:			
Residential Address (in full):			
Date of Birth (dd/mm/yyyy)	Passport No. / ID No.	Nationality	
Tax Residency		Tax reference Number	
Post Code:		Telephone:	
Email:			

**Joint 4th Applicant:**

Mr, Mrs, Miss or Title:	Forenames (in full):		
Surname name:			
Residential Address (in full):			
Date of Birth (dd/mm/yyyy)	Passport No. / ID No.	Nationality	
Tax Residency		Tax Reference Number	
Post Code:		Telephone:	
Email:			

**Intermediary details**

<b>Intermediary name</b>	<b>Address</b>
<b>Regulator</b>	<b>Number issued by regulator (if applicable)</b>

**SECTION B -CONTACT DETAILS:**

To ensure the efficient and timely processing of this application please enter below the contact details of a person, the Administrator may contact with any enquiries. If no details are provided here, any delay in obtaining any additional information required may result in your application being held over until the next relevant Dealing Day, rejected or revoked.

Mr, Mrs, Miss or Title:	Name:		
Telephone:		Email:	
Company Name (if any):			
Address (in full):			
Post Code:			

**SECTION C  
SUBSCRIPTION AMOUNT:**

Name of Cell	Ccy	Amount to be Invested	
		Figures	Words
Renaissance Global Flexibility Fund IC Limited – Class USD Shares	USD	_____.	

Subscriptions are subject to the minimum initial subscription and minimum subsequent subscriptions, as specified in the relevant Supplement.

**SECTION D - METHODS OF PAYMENT:**

- Please refer to Appendix A for remittance details
- Please instruct your bank to advise us of the payment details when known

**SECTION E - YOUR BANK DETAILS:**

The payment will be made from:

Name of Bank: \_\_\_\_\_

Contact Name at Branch  
and Telephone Number: \_\_\_\_\_

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

Sort Code: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

IBAN Number: \_\_\_\_\_

**Please note redemption payments will be made to the same account which must be in the name of the Shareholder(s). No third party payment will be entered into.**

**SECTION F - APPLICANT DECLARATIONS AND SIGNATURE(S) – ALL APPLICANTS MUST SIGN:**

By signing this Application Form each Applicant agrees to the following:

**1. GENERAL DECLARATIONS**

- 1.1 The Applicant acknowledges and confirms that it has received, read and understood the current Prospectus and Supplement (including the risk warnings contained therein) relating to the Cell and that this application is made solely on the basis of, and subject to, the information contained in the current Prospectus and Supplement, any material contracts referred to in the Prospectus and Supplement, the Cell’s Memorandum and the Cell’s Articles.
- 1.2 The Applicant acknowledges and confirms that it is not relying on any other information, statements, representations or warranties (whether oral or written) with respect to the offering of Participating Shares by the Company, the Cell, the Investment Manager or the Investment Advisor (or any of their agents, partners, officers, directors, employees, shareholders or affiliates).
- 1.3 The Applicant acknowledges and confirms that the Directors reserve the right to suspend the issue of Participating Shares and to reject subscriptions in whole or in part in their absolute discretion.
- 1.4 The Applicant acknowledges and confirms that no Participating Shares shall be issued to it until it has paid, in full, cleared funds representing the amount in respect of the Participating Shares applied for in the manner provided in the relevant Supplement and this Application Form.

- 1.5 The Applicant acknowledges and confirms that if the Application Form is not accepted by the Directors and/or the Administrator, any cleared funds received shall be remitted back into the account from which such cleared funds were received, without the payment of any interest or compensation, at the risk and expense of the Applicant.
- 1.6 The Applicant acknowledges and agrees that the Applicant may be subject to a Subscription Charge, as described in the Supplement.
- 1.7 The Applicant acknowledges and confirms that the Directors may require the compulsory redemption of all Participating Shares held by the Applicant in the circumstances described in the Prospectus.
- 1.8 The Applicant acknowledges and confirms that all information provided by the Applicant in this Application Form is true, correct and complete as of the date of this application, and if there should be any change in such information (whether prior to or after the Applicant's application is accepted by the Administrator) it will immediately furnish in writing such revised or corrected information to the Administrator.
- 1.9 The Applicant acknowledges and confirms that it shall be deemed to make, on a continuing basis, each of the statements contained herein unless the Applicant notifies the Directors and the Administrator in writing to the contrary in relation to any Participating Shares the Applicant may hold or obtain at any time.
- 1.10 The Applicant undertakes to indemnify and hold harmless the Company, the Cell, the Directors, the Investment Manager, the Investment Advisor, the Administrator and the Shareholders against any loss, liability, cost or expense (including without limitation legal fees, taxes and penalties) which may result directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement contained herein or in any other document delivered by the Applicant to the Cell.

## 2. **INVESTOR ELIGIBILITY**

- 2.1 The Applicant represents and warrants that:
  - 2.1.1 the Applicant is not, and is not applying for the account or benefit of any person who is, an "Ineligible Investor" as defined in the Particulars, and is not otherwise prevented by legal or regulatory restrictions from applying for Participating Shares in the Cell nor acting on or behalf of any such person(s);
  - 2.1.2 the Applicant is not applying with a view to re-offering, reselling, transferring or delivering any of the Participating Shares which are subject to this application directly or indirectly to, or for the account or benefit of, a person who is an Ineligible Investor or a person otherwise prevented by legal or regulatory restrictions from applying for Participating Shares.
  - 2.1.3 the Applicant has the financial resources to bear the economic risk of its investment in the Cell and is aware it may have to bear the economic risk of investment in the Cell until such time as its investment in the Cell can be realised in accordance with the Prospectus and Supplement;
  - 2.1.4 the Applicant has only relied on the advice of, or have only consulted with, its own professional advisers in relation to the tax, legal, currency and other economic considerations related to its investment in the Cell;
  - 2.1.5 if the Applicant is a corporation, partnership or other entity, it is duly authorised and qualified to become a Shareholder in the Cell and the individual or individuals signing this Application Form and giving these warranties on the Applicant's behalf have been duly authorised by it to do so, and this Application Form constitutes, (upon acceptance

of this Application Form by the Administrator), legal, valid and binding obligations of the Applicant enforceable against it;

2.1.6 the Applicant is acquiring an interest in the Cell for investment only, and not with a view to resale or distribution in the United States or elsewhere.

### 3. **FATCA / CRS**

3.1 The Applicant:

3.1.1 agrees to provide in a timely manner the Directors and/or the Administrator with such information as the Directors and/or the Administrator may deem necessary to comply with FATCA and the CRS, or any obligation arising under the implementation of any applicable intergovernmental agreement, including the US-Guernsey IGA and the Multilateral Agreement, relating to FATCA, the CRS or the automatic exchange of information with any relevant competent authority;

3.1.2 consents to the use and disclosure of, any information or documentation in relation to the Applicant and, if and to the extent required, the direct or indirect beneficial owners of the Applicant's Participating Shares, as may be necessary or desirable for the Directors and/or the Administrator to comply with any reporting or other obligations and/or prevent the withholding of tax under relevant laws; and

3.1.3 agrees that the Applicant shall have no claim against the Company, the Cell, the Directors or the Administrator for any losses, losses, liabilities, costs or expenses suffered by the Applicant (including in relation to the direct or indirect beneficial owners of the Applicant's Participating Shares (if any)) as a result of the use or disclosure of such information or documentation.

### 4. **JOINT SHAREHOLDERS**

4.1 In the case of an application to acquire Participating Shares as joint Shareholders:

4.1.1 each Applicant authorises the First Applicant to give subsequent instructions to the Directors and/or Administrator on behalf of all joint Shareholders but the Directors and/or Administrator reserve the right to require confirmation of any instructions by all such persons;

4.1.2 this Application Form shall constitute joint and several obligations of all such persons; and

4.1.3 each Applicant is required to provide its personal data to the Directors and/or Administrator and to sign the Application Form so that the Directors and/or Administrator can be satisfied that each of the joint Applicants is aware that their personal data will be processed as stated in the Privacy Notice of the Company.

### 5. **ELECTRONIC INSTRUCTIONS**

5.1 The Directors and the Administrator are each authorised and instructed to accept and execute any instructions in respect of the Participating Shares to which this Application Form relates given by the Applicant in written form by mail, electronic mail or by facsimile. If the instructions are given by the Applicant by electronic mail or facsimile, the Applicant undertakes to confirm them in writing by mail. The Applicant agrees to indemnify the Company the Cell, the Directors and the Administrator and agrees to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile or electronic mail instructions. The Directors and the Administrator 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 a properly authorised person.

### 6. **ANTI-MONEY LAUNDERING REGULATIONS**

6.1 As part of the Cell's responsibility to comply with regulations aimed at the prevention of money laundering and terrorist financing, the Directors, the Administrator and their affiliates may require a detailed verification of any Shareholder's identity, any beneficial owner underlying the account of a Shareholder, and the source of any funds.

6.2 The Directors and the Administrator reserve the right to request at any time, and the Applicant agrees to provide, such information as is necessary to verify the identity of any actual or

prospective Shareholder and any underlying beneficial owner of an actual or prospective Shareholder's interest and the source of any funds. The Directors and the Administrator also reserve the right to request such identification evidence in respect of a transferee of Participating Shares.

- 6.3 The Directors and/or the Administrator may suspend the payment of withdrawal proceeds to a Shareholder if the Directors and/or the Administrator reasonably deem it necessary to do so to comply with applicable anti-money laundering laws, policies and regulations of any relevant jurisdiction.
- 6.4 If signing as part of a Reliable Introduction through a Financial Services Business regulated by an Appendix C Country (as such terms are defined in the Handbook for Financial Services Businesses on Countering Financial Crime and Terrorist Financing issued by the Guernsey Financial Services Commission (the "**Handbook**")):
- 6.4.1 the introducer confirms that he/she is providing this introduction in accordance with Section 4.10 of the Handbook; and
- 6.4.2 the introducer has completed verification of the Applicant for business and his/her/its name and address set out in Sections A and B of this Application Form corresponds with their records. The introducer undertakes to keep records on the Applicant for business in accordance with the requirements of the Handbook.

## 7. **FAILURE TO PROVIDE INFORMATION**

- 7.1 The Applicant acknowledges and agrees that, in the event of delay or failure by an actual or prospective Shareholder to produce any information requested by the Directors and/or the Administrator for any of the purposes described herein, as otherwise as the Directors and/or the Administrator may in their sole discretion determine, the Directors or the Administrator may:
- 7.1.1 refuse to accept (or process, in the case of the Administrator) or delay the acceptance of a subscription;
- 7.1.2 in the case of a transfer of Participating Shares, refuse to consent to the relevant transfer of Participating Shares; or
- 7.1.3 cause the withdrawal of any such Shareholder from the Cell(s).

## 8. **DATA PROTECTION**

- 8.1 Where utilised in this Application Form, the following expressions shall have the meaning ascribed to them as below.
- 8.1.1 The terms "*data controller*", "*data processor*", "*processing*" and "*data subject*", shall bear the meaning ascribed under Data Protection Law, and the term "*process*" shall be construed accordingly.
- 8.1.2 "*Data Protection Law*" means the Directives and the Regulation (as amended or replaced from time to time), guidance, directions, determinations, codes of practice, circulars, orders, notices or demands issued by any Supervisory Authority and any applicable national, international, regional, municipal or other data privacy authority or other data protection laws or regulations in any other territory in which services are provided or received or which are otherwise applicable, including for the avoidance of doubt, the Data Protection (Bailiwick of Guernsey) Law, 2017 as amended, together with any successor legislation and/or binding ordinances or regulations made in pursuance of Data Protection Law (the "**Guernsey Law**").
- 8.1.3 "*Directives*" means the European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).
- 8.1.4 "*Company*" in the context of this section alone and where the context requires, refers to any processors or sub-processors of Personal Data as may be applicable in the context of the provision of services in accordance with the Particulars).



- 8.1.5 "*Personal Data*" means any personal data processed by the parties in furtherance of the Particulars.
- 8.1.6 "*Privacy Notice*" means the notice of the Company containing the information required to be communicated to data subjects (in relation to the processing of their Personal Data) by the Guernsey Law and as may be amended from time to time.
- 8.1.7 "*Regulation*" means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as and when it becomes applicable.
- 8.1.8 "*Reportable Breach*" means any unauthorised or unlawful processing, disclosure of, or access to, Personal Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption to Personal Data.
- 8.1.9 "*Supervisory Authority*" shall bear the meaning ascribed in the Regulation.
- 8.2 References in this section to the Cell and the Administrator include references to any of their delegates.
- 8.3 The Applicant acknowledges and agrees that:
  - 8.3.1 Where Personal Data is shared with the Cell or the Administrator pursuant to this Agreement or the Particulars, the Applicant will ensure that there is no prohibition or restriction which would:
    - (a) prevent or restrict it from disclosing or transferring the Personal Data to the Cell or the Administrator;
    - (b) prevent or restrict the Cell or the Administrator from disclosing or transferring the Personal Data to relevant third parties, and any of its (or their) employees, agents, delegates and subcontractors (including to jurisdictions outside of the European Economic Area ("**EEA**") and including the USA), in order to provide the services or services ancillary thereto; or
    - (c) prevent or restrict the Cell or the Administrator and any of their employees, agents, delegates and subcontractors, from processing the Personal Data as specified in the Privacy Notice of the Company and/or in the Prospectus or the Supplement.
  - 8.3.2 If the Applicant passes Personal Data of any of their or the Cell's or the Administrator's affiliates' employees, representatives, beneficial owners, agents and subcontractors the Applicant warrants that it provided adequate notice to such employees, representatives, beneficial owners, agents and subcontractors including the detail set out in this section and the Privacy Notice of the Company and as required by Data Protection Law relating to the processing by the Cell and/or the Administrator of such Personal Data and to the transfer of such Personal Data outside the EEA.
  - 8.3.3 If the Applicant passes Personal Data of any of its shareholders, investors or clients to the Cell or the Administrator, the Applicant warrants that it will provide the Privacy Notice of the Company or equivalent wording to such shareholders, investors or clients.
  - 8.3.4 The Applicant will also ensure that it has obtained any necessary consents (to include any consents of any of its affiliates', representatives, employees, beneficial owners, agents or subcontractors (as applicable)) in order for the Administrator to carry out the necessary anti-money laundering checks.
  - 8.3.5 The Applicant will, immediately on demand, fully indemnify the Cell and the Administrator and keep them fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by any of them in connection with any failure of the Applicant to comply with the provisions of this section, the requirements set out in the Privacy Notice of the Company and/or applicable Data Protection Laws in respect of its processing of Personal Data.
- 8.4 The Applicant hereby confirms that it has read the Data Protection provisions contained in this section and the Privacy Notice of the Company and acknowledges that:

- 8.4.1 its Personal Data will be used, processed, disclosed and/or otherwise transferred in accordance with those provisions and for the purposes referenced therein (in the case of individual investors) (the "**Purposes**"); or
  - 8.4.2 it has provided adequate notice of the Privacy Notice of the Company and/or equivalent wording and/or further detail as may be required by Data Protection Law to any individual investors from whom it collects personal data (or from whom personal data is received) in relation to the Particulars (or shall procure that such notice is effected) and that it has obtained such consents as are required by applicable Data Protection Law.
  - 8.5 The Applicant represents and warrants that there are no prohibitions or restrictions which would prevent or restrict the Cell, the Administrator and/or the authorised third parties from processing the Personal Data for the Purposes.
  - 8.6 If the Applicant holds Participating Shares for one or more beneficial owners, the Applicant will, in respect of the Personal Data it processes in relation to or arising out of this Application Form:
    - 8.6.1 comply with all applicable Data Protection Laws;
    - 8.6.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data;
    - 8.6.3 if required, agree with the Cell and/or the Administrator, such responsibilities of each data subjects' rights and notice requirements to protect the rights and the freedoms of the data subjects; and
    - 8.6.4 immediately on demand, fully indemnify the Cell and/or the Administrator and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by any of them in connection with any failure by the Applicant to comply with the provisions of this paragraph 8.
  - 8.7 The Applicant acknowledges that the Cell and/or the Administrator may transfer the Personal Data to a Third Country without Adequacy in accordance with the Privacy Notice of the Company. For the purposes of this paragraph 8.7, "Third Country without Adequacy" means any territory which does not offer an adequate level of protection for the rights and freedoms of data subjects which is equivalent to those data protection standards afforded within the Bailiwick of Guernsey or the EEA.
9. **GOVERNING LAW; JURISDICTION**
- 9.1 This Application Form and the rights, obligations and relationships of the parties under this Application Form, the Prospectus and Supplement and the Cell's Articles shall be governed by and construed in accordance with the laws of the Island of Guernsey.
  - 9.2 The Applicant irrevocably agrees that the courts of Guernsey are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Application Form and the acquisition of Participating Shares.

10. **SIGNATURES**

<i>First applicant signature:</i>	<i>Joint Second applicant signature:</i>
<i>Joint Third applicant signature:</i>	<i>Joint Fourth applicant signature:</i>
<i>Dated:</i>	

**Appendix A**  
**Remittance Details**

Application monies should be sent by electronic bank transfer:

**USD**

Beneficiary's Name:	JTCFSL Client Account re Prime
Beneficiary's Account No:	79397264
Sort Code:	18:50:08
Beneficiary's IBAN:	GB20CIT118500879397264
Beneficiary Bank:	Citibank
Bank's Address:	Citibank N.A.25 Canada Square Citibank Centre London E14 5LB
Swift Code:	CITIGB2LXXX
Reference	Prime Investments ICC Limited – [name of Cell]

**GBP**

Beneficiary's Name:	JTCFSL Client Account re Prime
Beneficiary's Account No:	79332294
Sort Code:	18:50:08
Beneficiary's IBAN:	GB62CIT118500879332294
Beneficiary Bank:	Citibank
Bank's Address:	Citibank N.A.25 Canada Square Citibank Centre London E14 5LB
Swift Code:	CITIGB2LXXX
Reference	Prime Investments ICC Limited – [name of Cell]