

MCB USD Short Duration Fund Ltd (the "Fund")

c/o The Principal Distributor, Sir William Newton Street, Port Louis
 T: 202 5522, F: 208 9210, E: mcbfunds@mcbcm.mu

Application Instructions and Conditions

1. Unless otherwise stated or inconsistent with the context, capitalized terms used in this application form (the "Application Form") shall bear the meanings assigned to them in the Offering memorandum of the Fund (the "OM") and/or the constitution of the Fund (the "Constitution"), as the case may be.
2. Copies of the full OM and Constitution are available for inspection at the office of the Principal Distributor and/or the Manager (hereinafter referred to as the "Relevant Functionary") during office hours.
3. Applications may only be made by persons of 18 years of age or more. However, parents or the guardian of a child under 18 years old may apply on behalf of the child.
4. Not more than two joint applicants will be accepted per application.
5. Applications may be rejected if relevant instructions are not complied with.
6. To meet the requirements of the Financial Intelligence and Anti-Money Laundering Act 2002 ("FIAMLA"), individual investors are required to attach the following documents with this application form:
 - (1) **Certified copy*** of their National Identity Card or Passport and Birth Certificate (for minors)
 - (2) **Certified copy*** of a recent utility bill (less than 6 months old), showing your names and permanent residential address
 - (3) **Certified copy*** of the upper part of a recent bank statement showing your names and bank account number
 - (4) **Certified copy*** of the birth certificate in case of minors

* You may alternatively produce the original documents and their photocopies at our office and we will be pleased to certify the copies for you.

For documents to be submitted by corporate entities, please contact the Principal Distributor or the Manager.
7. Once completed, this form together with the remittance and the documents mentioned at "6" above should be forwarded to the Relevant Functionary, at the above mailing address.
8. Shares will be allotted when subscription monies are received at the office of the Relevant Functionary and accepted by it. Application Forms and all related documents should reach the Principal Distributor and/or the Manager before 14.00 hrs on any Dealing Day in order to be processed at the Issue Price prevailing on that Dealing Day. All applications received after 14.00 hrs will be processed at the following Dealing Day's issue price. Dealing Days for the Fund are every Business Day.

OFFICE USE ONLY
FOR INTRODUCER'S USE ONLY

Introducer's Name	
Received on	
EIC or Certified copy of NIC or Passport included	

Certified copy of Utility Bill included	
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Copy of Upper part of Bank Statement included	
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Introducer's Seal	
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Rec'd by / Rec'd on	/
Deal Date	
CDD Complete	

Approval to process on Register	
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Seal of Manager	
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Section 1: Personal details

Please use **BLOCK CAPITALS** to complete this form

INDIVIDUALS ONLY	Primary Investor	Joint Investor
Title		
Surname		
Full forenames		
Maiden name		
Marital status		
Nationality		
Permanent residential address (P.O Boxes not allowed)		
Mailing address (if different)		
Date of birth		
NIC or Passport number		
Passport expiry date		
Passport country		
Telephone	Residence: Office: Mobile:	Residence: Office: Mobile:
E-mail address		
<input type="checkbox"/> Please tick if you do not want periodical information and correspondence on MCB Products and Services to be delivered to the above e-mail address.		
Present occupation		
Employer's name and address		
Source of funds (e.g. salary, savings etc.)		
CORPORATE INVESTOR ONLY	Corporate Investor	
Name of Corporate Entity		
Registered address		
Mailing address (if different)		
Business Registration Number		
Source of funds		
Contact Person(s)		
Telephone		
Fax		
E-mail		

Section 2: Mandatory bank account details

These are mandatory and will be used for the payment of redemption proceeds and any distributions. The account must be in the name of the (primary) investor. Please provide the upper part of a recent bank statement showing clearly the names and account number to validate.

Name of bank	
Branch	
Account number	
IBAN No.	
Account in the name of	

Section 3: Subscription amount

One-off Investments (lump sum)		
Minimum initial subscriptions	Minimum subsequent subscriptions	Subscription amount
USD 100,000 or USD 10,000 if investor is a Sophisticated Investor*	USD 10,000	USD _____

* When investing less than USD 100,000, the investor will be required to provide evidence that he/she is a Sophisticated Investor as per the Securities Act 2005.

Section 4: Method of payment

The full subscription amount is payable by bank transfer arriving in the account of the Fund net of any charges. In addition, the name of the remitter of the subscription monies must be the same as the name of the applicant on this application form. The bank account details of the Fund are as follows:

To:	The Mauritius Commercial Bank Ltd
Account Name:	MCB USD Short Duration Fund Ltd
Account Number:	000450972437
IBAN:	MU07MCBL0944000450972437000USD
SWIFT:	MCBLMUMU
Reference:	_____ (Name of subscriber to be included as reference)
Tel:	+230 202 5000
Email:	mcbfunds@mcbcm.mu

Remittance of funds shall be made in the base currency of the Fund which is US\$. Subscription monies will be returned without any interest, if for any reason, this subscription is withdrawn prior to shares being issued.

Section 5: Non-Face-to-Face Communications and Instructions

Do you wish to Provide instructions with respect to your investments by electronic means (e.g. fax, email) or any other non-face-to-face communications (e.g. post, telephone), the terms and conditions of which are laid down in the Annex of this application form? YES / NO (please delete as appropriate).

Section 6: Data Protection

The Investor acknowledges, understands and agrees that the Relevant Functionary shall, for the performance of its obligations hereunder, collect and, where necessary or required, process, personal information which the Investor hereby voluntarily discloses to it (the "Personal Data"). The consent may at any time be withdrawn, but, notwithstanding the foregoing, any Personal Data processed by the Relevant Functionary (or such other Person to whom the Personal Data has been disclosed in compliance with this paragraph) prior to the consent being withdrawn shall at all times be authorised and be lawful.

The Relevant Functionary undertakes to treat the Personal Data confidentially and securely in line with the provisions of the Data Protection Act 2017, as amended from time to time.

The Investor has the right of access to, the possibility of correction of and destruction of, the Personal Data which is in the custody or control of the Relevant Functionary. The Personal Data will be stored for a minimum period of seven years, unless destroyed earlier by the Relevant Functionary at the request of the Investor. Save as otherwise herein provided, the Relevant Functionary warrants not to reveal or otherwise disclose the Personal Data to any external body, unless (i) the Relevant Functionary has obtained the express consent of such Investor, or (ii) it is under either a legal obligation or any other duty to do so, or (iii) where the Personal Data is disclosed to any agent, third party service provider, professional adviser or any other person under a duty of confidentiality to the Relevant Functionary's group (its affiliates, parent company and ultimate holding company), as well as to certain service providers within the Relevant Functionary's group.

It is drawn to the attention of the Investor that the foregoing disclosures may require that the Personal Data, subject to the applicable laws, be transferred to parties located in countries which do not offer the same level of data protection as the Republic of Mauritius.

Note: The following paragraph shall apply to corporate applicants only

Where personal information relating to the officers, employees and directors of the investor is, or is required to be, collected by the Relevant Functionary pursuant to this section 6, the investor expressly agrees and procures to do all such things that may be required by the Relevant Functionary to ensure that its officers, employees and directors are made aware of the data protection provisions herein and that such officers, employees and directors give their consent with regards to the collection, processing and transfer of such personal information by the Principal Distributor and/or the Manager in accordance with this section 6.

Any Investor has the right to lodge a complaint with the Data Protection Commissioner for breach of the Data Protection Act 2017 by the Relevant Functionary.

Section 7 - Tax Residency Self-Certification

The Mauritian Government has and will be agreeing a number of inter-governmental agreements to share tax information, where applicable, with tax authorities in foreign jurisdictions in furtherance to, inter alia, the Foreign Account Tax Compliance Act (FATCA), the Standard for Automatic Exchange of Information - Common Reporting Standard (CRS) and/or such other authorities as may be applicable from time to time. The requirement to collect certain information about each investor's tax arrangement is part of Mauritian legislation and as a financial services company we are legally bound to collect it. We are asking for your tax residency and tax reference numbers (where applicable) to update our records now, but will only disclose this information to the relevant tax authorities if and when we are required to do so under Mauritian law. This section should not be completed if you are a Non-Individual, nominee or other intermediary. You may instead be required to complete and provide the appropriate self-certification form.

If you have any questions on how to complete this section, **we recommend that you speak to your tax or legal adviser.**

Are you resident for TAX PURPOSES anywhere other than Mauritius?

Primary Investor Yes No Joint Investor Yes No

If you answered yes to the above question, please list the country or countries in which you are resident for tax purposes, together with any Tax Reference Number(s)/Tax Identification Number(s) (TIN), if relevant:

Country of Tax Residency	Tax Reference Number	Primary Holder	Joint Holder
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Note: If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US.

Section 8: Declarations and Authorisations

Please read the following carefully. **All investors must then sign and date this application form.**

The Investor hereby certifies that the monies being invested are not derived from any illegal or criminal activity and that the investments herein are not designed to conceal such proceeds so as to avoid prosecution for any offence. In accordance with anti-money laundering requirements, the Investor hereby consents that the Relevant Functionary may record, exchange, analyse and use relevant information about the Investor and his relationships with any affiliate in its group for the purposes of making reasonable and legal verifications on the information disclosed herein.

The Investor hereby authorizes the Relevant Functionary and the Fund (collectively referred to as the "Recipient") to provide whenever required to do so under applicable laws, to any relevant tax authorities or any other party authorized to audit or conduct a similar control of the Investor for tax purposes, any relevant information that the Recipient may have in its possession.

The Investor hereby acknowledges having read, understood and agreed to the terms and conditions contained in this Application Form, the annex, the Offering Memorandum, the Constitution and the FIAMLA and invests in the Participating Shares in accordance with the same.

The Investor declares that all the information supplied in this Application Form and all relevant and requested documents are true, correct and complete and undertakes to indemnify the Recipient in the event of any misstatement in this form. The Investor further undertakes to promptly notify the Relevant Functionary, in a form acceptable to it, of any change in the same. The Investor irrevocably and unconditionally authorises the Relevant Functionary to update its existing records accordingly.

	Primary Investor/Corporate Investor*	Joint Investor/Corporate Investor*
Signature		
Date		

***Corporate investors:** Corporations should sign under the hand of a duly authorised official and should state the following:

Name of Signatory		
Capacity		
Corporate Seal		

Annex - Indemnity in Non-Face-To-Face Communications (the "Indemnity")

In consideration of the MCB Stockbrokers Ltd and/or MCB Investment Management Co. Ltd (hereinafter collectively referred to as the "Functionaries") accepting to act upon instructions (the "Instructions") with regards to the investments made herein by electronic means (email, fax, etc.) or any other non-face-to face communications (e.g. post, telephone), the Investor agrees to the following provisions of this Indemnity:

1. The Investor has been informed and is perfectly aware of and accepts the risks inherent to providing Instructions by electronic or any other non-face-to-face transmission method, including without limitation to delays and errors in transmission or payment, incomprehension, absence of confidentiality, transmission by unauthorised persons, hijacking, embezzlement and misappropriation of information and resulting loss caused thereby;
2. The Investor assumes full responsibility for all actions taken by the Functionaries, in accordance with the Instructions purporting or appearing on their face to have been received from the Investor or his authorised representatives. The Investor agrees that if any Instruction purports or appears on its face to have been signed by the Investor or his authorised representatives, such Instruction may be treated by the Functionaries as if it has been duly signed by the Investor or the authorised representatives of the Investor with the authority and on behalf of the Investor, notwithstanding that it may later be established that such Instruction were not so signed. The copy or recording of the Instruction (as the case may be) shall constitute the irrevocable evidence of the Instruction;
3. In acting on the Instructions, the Functionaries shall be deemed to have acted properly and to have fully performed all obligations owed to the Investor, notwithstanding that such Instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Investor shall be bound by any Instructions on which the Functionaries may act if the Functionaries have in good faith acted in the belief that such Instructions were given by the Investor;
4. Each of the Functionaries may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an instruction pending further enquiry or further confirmation (whether written or otherwise from the Investor), provided that the Functionaries shall not be under any obligation to so decline in any case and the Functionaries shall in no event or circumstances be liable in any respect for not so declining;
5. The Investor shall keep each of the Functionaries fully indemnified from and against all actions, proceedings, claims and demands which may be brought or made against the Functionaries and all losses, costs, charges and expenses, howsoever arising and which the Functionaries may incur or sustain or for which the Functionaries becomes liable by reason of the Functionaries having acted in accordance with the whole or any part of any Instruction or having exercised (or failed to exercise) the discretion conferred upon the Functionaries in Clause 4 above;
6. The Investor releases the Functionaries from any liability or claim for failure to act or execute any Instruction due to any reason beyond the Functionaries' control;
7. Save for provisions relating to Instructions, this Indemnity is not intended to replace, limit or affect the Functionaries' current standard terms and conditions and/or any legally binding agreements between the parties hereto. In the event of any conflict relating to the Instructions, this Indemnity shall take precedence;
8. Instructions by email must originate from the email address(es) as mentioned in the application form and as may be notified by the Investor to the Functionaries in writing from time to time;
9. The recording of telephone conversations between the Investor and the Functionaries with or without the use of a warning tone and such recording shall be the sole property of the Functionaries;
10. Where this Indemnity relates to one or more joint account, the obligations of the signatories shall apply jointly and severally;
11. The present terms and conditions are in addition to and not in derogation of any other terms and conditions that may from time to time govern all or any part of the relationship between the Functionaries and the Investor;
12. This Indemnity may be terminated by either party by giving five days' prior written notice to the other party. Termination of this Indemnity shall not relieve any of the Investor's pre-existing liability incurred herein prior to such termination; and
13. This Indemnity shall be construed and governed in accordance with the laws of Mauritius.