

Momentum Mutual Fund ICC Limited

Application form for an Eligible Counterparty

If you are in any doubt about the information contained in this application form, the Prospectus or any relevant Cell's Supplemental Prospectus ('Supplement'), you should consult your financial adviser, stockbroker, bank manager, solicitor or accountant.

Prospective investors should inform themselves of any tax consequences particular to their circumstances arising in the jurisdiction in which they are resident or domiciled for tax purposes in connection with the acquisition, ownership, redemption or disposition by them of Shares.

Terms used in this application form shall have the meanings ascribed to them in the Prospectus.

This application is made solely on the basis of the information and representations contained in the Momentum Mutual Fund ICC Limited Prospectus and any relevant Cell Supplement.

Section 1: Investor details

Please use BLOCK CAPITALS. Please ensure that all fields are completed stating 'none' or 'not applicable' where appropriate. Failure to provide all relevant information and documentation may result in a delay in processing your Application.

Application from a regulated financial services business (other than trust and corporate service providers) within an Appendix C* country on behalf of its clients

Name	<input type="text"/>	
Jurisdiction of registration/incorporation	<input type="text"/>	
Date of registration/incorporation	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Number of registration/incorporation <input type="text"/>
Name of regulatory authority	<input type="text"/>	
Nature of business	<input type="text"/>	
Registered address	<input type="text"/>	
		Postal code <input type="text"/>
Country	<input type="text"/>	
Principal place of business	<input type="text"/>	
		Postal code <input type="text"/>
Country	<input type="text"/>	
Name of contact person	<input type="text"/>	
Telephone	<input type="text"/>	
Facsimile	<input type="text"/>	
E-mail address	<input type="text"/>	
	<input type="text"/>	

Tax Details

In order to enable Momentum to comply with Applicable Law in circumstances when relevant tax authorities may request information, please complete the country in which you are resident for tax purposes.

Country	<input type="text"/>
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Please provide your Global Intermediary Identification Number (GIIN) as issued by the US Internal Revenue Service.

<input type="text"/>	OR	<input type="text"/>
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Please make a copy of this section if necessary.

We declare that we are making this application on behalf of one or more of our clients. We confirm that we are wholly responsible for all due diligence and compliance requirements in respect of our underlying clients, including proper record keeping of and verification of the identity of all signatories, parties and ultimate beneficial owners to the original investment agreement between us and our clients. We will perform our duties as aforesaid according to the law and regulation of the countries where we conduct our business, as well as Guernsey. We agree to provide Momentum Wealth International Limited, (the Manager of Momentum Mutual Fund ICC Limited) or Northern Trust International Fund Administration Services (Guernsey) Limited (the Administrator of Momentum Mutual Fund ICC Limited), with copies of any underlying documentary evidence to demonstrate the Eligible Counterparty's due compliance with any of the applicable laws and regulations on request. We have enclosed the Managers' completed Due Diligence undertaking declaration.

* Appendix C of the Handbook for Financial Services Businesses on Countering Financial Crime and Terrorist Financing issued by the Guernsey Financial Services Commission lists the countries and territories whose authorised financial services businesses may be treated as if they were in Guernsey. Appendix C countries are: Australia, Austria, Belgium, Bulgaria, Canada, Cayman Islands, Cyprus, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, United Kingdom and United States of America.

Section 2: Incorporated cell selection, amounts and method of payment

The investment contract created pursuant to this Application comprises this mandate to the Manager to provide a pooled account for the Investor and all specific Trade Instructions, of the Authorised Signatories appointed by the Investor from time to time to give such instructions, (Trade Instructions shall include purchase, redemption and switch instructions) provided subsequent to this Application by the Investor. Investment into the Cells of Momentum Mutual Fund ICC Limited will, on acceptance by the Manager of this Application and receipt of cleared funds, be made according to the duly authorised Trade Instructions received from an Authorised Person/s appointed by the Investor from time to time.

The Investor hereby agrees that trade instructions relating to the pooled account, created pursuant to this application form, will involve dealings in the various Cells of Momentum Mutual Fund ICC Limited, and in particular:

1. If the Manager is requested to purchase Shares in Cells denominated in a currency other than the currency of the Investment Amount, the Manager or the Administrator will convert the relevant part of the Investment Amount into the new currency before any Shares are purchased on your behalf. In these circumstances, no Shares will be purchased until the relevant foreign exchange transaction has completed. The Manager, the Administrator or any associate is hereby authorised and instructed to undertake or arrange for its nominated Bank to undertake all foreign exchange transactions necessary to make any investment in any Cell in accordance with the terms of this investment contract. It is hereby acknowledged by the Investor that any such foreign exchange transactions may be effected on normal banking terms and that the Manager, the Administrator and/or any associate shall be entitled to retain any benefit arising out of such transaction without liability to account to the investor or any other person except insofar as is required by law.
2. The minimum investment initial subscription and the minimum subsequent subscription amounts vary per Cell, please refer to the Supplementary Cell Prospectus for details.

The Manager only accepts subscriptions by telegraphic transfer.

Section 3: Mandatory bank account details

Investors are required to confirm the originating account of monies to be invested. Please provide details of the bank account from where the funds will emanate. **Any proceeds from this investment and all subsequent investments will be paid back into this account.** Any changes to your bank account should be notified to us in writing and should be accompanied with documentary evidence of your new bank account details.

Name of account holder	<input type="text"/>
Bank name	<input type="text"/>
Branch address	<input type="text"/>
Account number	<input type="text"/>
Sort code	<input type="text"/> - <input type="text"/> - <input type="text"/>
IBAN number	<input type="text"/>
Country in which account is held	<input type="text"/>
Swift code	<input type="text"/>

Please provide details of your **bank's correspondent bank**.

Name of correspondent bank	<input type="text"/>
Branch	<input type="text"/>
Swift ID	<input type="text"/>

These are mandatory and will be used for the payment of redemption proceeds. The account must be in the name of the investor.

Section 4: Authorisations

a) Authorised signatures

Pursuant to section 8 (a) below, please provide a list detailing the name(s) and signature(s) of the person(s) who you have authorised to send instructions pursuant to this Application form to the Manager. If more than one person is so authorised, please ensure that the Authorised Signatory List clearly states the applicable signing arrangements.

Note: The Manager and the Administrator shall be entitled to act upon the instructions of the person(s) named on the Authorised Signatory List until you notify the Manager and the Administrator to the contrary.

b) Facsimile/E-mail authorisation

We authorise the Manager and the Administrator to act upon instructions placed by facsimile/e-mail other electronic instructions (see 8 (b) below).

Section 5: Residency declaration

We declare that the shares are not being acquired directly or indirectly by or on behalf of a United States resident nor in violation of any applicable law and we do not make this application as nominee or trustee for a person resident in the Islands of Guernsey, Herm or Alderney for tax purposes.

Section 6: Telegraphic transfer details

Payments by telegraphic transfer should be sent to the appropriate bank account below. Please ensure that the amount we receive is the same as the amount you wish to be used to purchase Shares, plus any applicable initial charge. Your bank MUST quote "Momentum Mutual Fund ICC Limited" on the money transfer and include your name as a reference in their Swift message. Your bank MUST also fax us confirmation of payment on +44 (0) 1481 745071.

In order that we may invest your funds on receipt we must also receive a faxed/e-mail copy of your application form together with the relevant Trade Instruction on + 44 (0) 1481 745071 / momentum_wealth@ntrs.com. It is unlikely that we will be able to invest your subscription monies until we receive an advance copy or your application form, as well as the money transfer. Not sending us these copies may cause a delay in investing.

US dollars (USD)

Correspondent Settlement Instructions

Intermediary Banker (Swift Field 56)	Bank of New York, 48 Wall Street, New York
SWIFT Code	IRVTUS3N
Beneficiary Banker (SWIFT Field 57)	Kleinwort Benson (Channel Islands) Limited
SWIFT Code (SWIFT Field 57)	KBENGGST
Beneficiary Client (SWIFT Field 59)	Northern Trust International Fund Administration Services (Guernsey) Limited re MWI 'Client Account' 1299402
IBAN	GB59KBEN60916101299402
By order of (SWIFT Field 50)	Remitters Details
Reference (SWIFT Field 70)	Please insert Fund name

Euro

Correspondent Settlement Instructions

Intermediary Banker (Swift Field 56)	Commerzbank AG, Postfach, Frankfurt 60261, Germany
SWIFT Code	COBADEFF
Beneficiary Banker (SWIFT Field 57)	Kleinwort Benson (Channel Islands) Limited
SWIFT Code (SWIFT Field 57)	KBENGGST
Beneficiary Client (SWIFT Field 59)	Northern Trust International Fund Administration Services (Guernsey) Limited re MWI 'Client Account' 1299403
IBAN	GB32KBEN60916101299403
By order of (SWIFT Field 50)	Remitters Details
Reference (SWIFT Field 70)	Please insert Fund name

Sterling (GBP)

Beneficiary Banker (SWIFT Field 57)	Kleinwort Benson (Channel Islands) Limited, Dorey Court, St Port, Guernsey
Sort Code	60 91 61
SWIFT Code	KBENGGST
Beneficiary Client (SWIFT Field 59)	Northern Trust International Fund Administration Services (Guernsey) Limited re MWI 'Client Account' 1299401
IBAN	GB86KBEN60916101299401
By order of (SWIFT Field 50)	Remitters Details
Reference (SWIFT Field 70)	Please insert Fund name

Section 7: Money laundering and terrorist financing prevention

If you do not already hold any investments in Momentum Mutual Fund ICC Limited, you must provide the relevant documentation listed below based on your status as an Eligible Counterparty investor. Failure to do so will result in your investment being delayed or rejected.

Applications from regulated financial services businesses within an Appendix C country on behalf of its client(s).

The following documents (or their equivalent) must be included with this application form:

- (i) Clear original suitably certified true copy# of the certificate of incorporation / certificate of registration;
- (ii) Clear original suitably certified true copy# of the license or regulatory certificate;

In each case, additional documents may be requested if deemed necessary by the Manager or the Administrator. Documents may be faxed but originals must follow by post.

- # Copies should be certified as correct copies of the original by a respected professional person, (i.e. a notary public, a lawyer, accountant or a director, officer, or manager of a regulated financial services business operating in an Appendix C* Country) using substantially the following form of certification: "I [name of person], hereby certify that the copy of the document attached hereto is a true and correct copy of the original document produced to me." The certifier should sign the copy document (printing his or her name clearly underneath), date, and clearly indicate his or her position or capacity on it together with a contact address and phone number.
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Section 8: Important terms and conditions

8(a) Signatory authorisation

We authorise the Manager and the Administrator to act upon the instructions of the person(s) named on the Authorised Signatory List in accordance with the following terms and conditions:

- (i) We authorise the Manager and the Administrator to act upon the instructions given in writing (and, if we have so elected, by facsimile/e-mail/other electronic instructions) with regard to the Shares signed or purportedly signed by **any of the signatories detailed in the Authorised Signatory List** without liability in respect of any transfer payment or other act made or done or omitted to be done in accordance with such instructions and notwithstanding that it shall be shown the same was not signed or sent by the relevant person with the express authority of the investors.
- (ii) We confirm that, upon the **death of any of the signatories in section 9**, this authorisation will continue in force and the Manager and the Administrator may, without liability as aforesaid, act on the instructions with regard to the Shares and monies standing to our credit with the Manager, or in any matter in connection therewith including the transfer or other disposition of Shares or monies standing to our credit, **signed by any of the signatories detailed in the Authorised Signatory List** as provided above.
- (iii) We confirm that these authorisations shall apply to any further Shares of the Cell purchased or Shares of other Cells purchased, transferred or otherwise registered **in the name of the Investor in section 1**.
- (iv) We agree that this authorisation shall remain in force until notice in writing of its termination or replacement is received by the Manager and the Administrator and any such notice shall be without prejudice to the completion of transactions already initiated by the Manager pursuant to the above terms.
- (v) We agree that this authorisation shall be construed in accordance with and governed by the laws of Guernsey.

8(b) Facsimile/E-mail authorisation

We hereby authorise the Manager and the Administrator to act upon instructions placed by facsimile/e-mail/other electronic instructions, from the Authorised Signatories, with regard to the shares in our pooled account, without liability. We hereby accept that in the event that we suffer any loss as a result of the Manager's and/or the Administrator's acceptance or interpretation of any instructions sent by facsimile/e-mail/other electronic means coming from or purporting to come from us, we shall have no claim against the Manager or the Administrator and further that we agree to indemnify the Manager and the Administrator against any claims, demands, proceedings or actions which may be brought against the Manager and/or the Administrator (by any person, including us) as a result of the Manager and/or the Administrator acting in accordance with any instruction given by facsimile/e-mail/other electronic means (other than where there is fraud, gross negligence or wilful misconduct on the part of the Manager, the Administrator or their officers or employees) and any liabilities, costs, charges, losses or expenses which may be incurred directly or indirectly by the Manager and/or the Administrator as a result of the Manager and/or the Administrator acting in accordance with any instruction given by facsimile/e-mail/other electronic means (other than where there is fraud, gross negligence or wilful misconduct on the part of the Manager, the Administrator or their officers or employees).

We agree that this authorisation shall remain in force until notice in writing of its termination is received by the Manager and the Administrator and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to this authorisation.

8(c) Data protection policy

By agreeing to invest in the Fund, investors acknowledge and accept that:

- (a) information provided to the Manager or the Administrator by me/us will be stored on the Manager and/or the Administrator's computer system and manually;
- (b) for the purposes of the Data Protection (Bailiwick of Guernsey) Law, 2001 (the "**Data Protection Law**") and other relevant data protection legislation which may be applicable, each of the Manager and the Administrator is required to specify the purposes for which it will hold personal data. The Manager and the Administrator will only use such information for the purposes set out below (collectively, the "**Purposes**"), being to:
 - (i) process our personal data (including sensitive personal data) as required by or in connection with our investment in the Cell including processing personal data in connection with credit and money laundering checks on us;
 - (ii) communicate with us as necessary in connection with our affairs and generally in connection with our investment in the Fund;
 - (iii) provide personal data to such third parties as the Manager or the Administrator may consider necessary in connection with our affairs and generally in connection with our investment in the Cell or as the Data Protection Law may require, including to third parties outside the Bailiwick of Guernsey or the European Economic Area;
 - (iv) without limitation, provide such personal data to the Custodian, the Registrar, the Investment Manager and the Directors (as those terms are defined in this prospectus) for processing, notwithstanding that any such party may be outside the Bailiwick of Guernsey or the European Economic Area;
 - (v) transfer personal data to other companies within the same group as the Manager and the Administrator (including to any such companies which are outside the Bailiwick of Guernsey or the European Economic Area) who assist in the provision of services to investors;
 - (vi) process our personal data for the Manager or the Administrator's internal administration;
 - (vii) transfer personal data to other companies within the same group as the Manager (including to any such companies which are outside the Bailiwick of Guernsey or the European Economic Area) who wish to use such information for the purposes of this agreement or for marketing purposes to promote their services to us, including by means of electronic communications.

In providing the Manager and the Administrator with information, we hereby represent and warrant to the Manager and the Administrator that we have obtained the consent of any data subjects other than ourselves to the Manager and the Administrator holding and using their personal data for the purposes other than the purpose set out in paragraph (i) above (including the explicit consent of the data subjects for the processing of any sensitive personal data for the purpose set out in paragraph (i) above) and that we will use our best endeavours to obtain the consent of the data subjects to the Manager holding and using personal data for the processing of any personal data for the purpose set out in paragraph (vii) above.

For the purposes of this Subscription Form, "data subject", "personal data" and "sensitive personal data" shall have the meanings attributed to them in the Data Protection Law.

We consent to the recording of telephone calls that we make to and receive from the Manager, the Administrator, the Custodian or the Investment Manager and their delegates or duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.

8(d) Representations and warranties

The applicant hereby represents, warrants and undertakes to the Company that:

- i) it acknowledges the right of the Company to scale down applications and to reject applications in whole or in part without giving reasons and that in such cases application monies will be returned to applicants;
- ii) that any application shall be irrevocable and any payment will be honoured on first presentation;
- iii) the application and any issue of Shares are made on and subject to the terms and conditions of this document, including the Prospectus, the relevant Supplements, and the Articles;
- iv) the application for Shares is based solely upon the information in the Prospectus and the relevant Supplements and no other information or representation has been relied upon;
- v) it acknowledges that any monies returned to it will not include any interest which may have been earned while the Manager held such monies and less any charges;
- vi) all risks in respect of the method of payment will be borne solely by the applicant; and
- vii) it acknowledges and agrees that any liability to the applicant as Shareholder or otherwise will be satisfied only out of the particular Cell to which the liability relates and not out of the assets of any other Cell nor out of the non-cellular assets of the Company.

8(e) Eligible counterparty

Under the Guernsey Financial Services Commission's Licensees (Conduct of Business) Rules 2009, investors/applicants will be treated as an "Eligible Counterparty". Broadly eligible counterparties are defined under the rules to include financial institutions, banks, insurers, collective investment schemes, pension funds and other regulated entities. The rules make allowance for you to request categorisation as a "Professional Client" or a "Retail Client" and hence benefit from a higher degree of protection; however the Manager does not generally provide direct access to the Cells of Momentum Mutual Fund ICC Limited to Professional or Retail Clients and this fact is reflected in the investment service and pricing structure.

8(f) General declarations

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

We apply to invest in shares of the Incorporated Cells of Momentum Mutual Fund ICC Limited according to the terms of the Prospectus, relevant Cell Supplements and the Memorandum and Articles of Association of Momentum Mutual Fund ICC Limited, and in accordance with the terms and conditions of this application form.

We confirm that we are an Eligible Counterparty as defined at 8(e) above and we agree to be classified as an Eligible Counterparty by Momentum Wealth International Limited and Northern Trust International Fund Administration Services (Guernsey) Limited.

We confirm that we have received a copy of the latest Prospectus and the relevant Supplements.

We have read and understood the Data Protection Policy at 8(c) above.

We acknowledge that due to money laundering prevention requirements operating within their jurisdiction, the Manager, the Administrator and/or the Company will require proof of identity before the application can be processed and the Company, the Administrator and/or the Manager shall be held harmless and indemnified against any loss ensuing due to the failure to process this application, if such proof of identity as is required has not been received by the Manager and/or the Administrator.

This application form, once accepted by the Manager on behalf of the Company, constitutes an agreement between the Applicant and the Company and shall be governed by and construed in accordance with the laws of the Island of Guernsey.

Section 9: Execution clause

Authorised Signatory 1	Authorised Signatory 2
<input type="text"/>	<input type="text"/>
Signature	Signature
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
Full name	Full name
<input type="text"/>	<input type="text"/>
Date	Date

PLEASE NOTE: Copies of the Prospectus and relevant Cell Supplements are available, free of charge, from the Manager at La Plaiderie House, La Plaiderie, St Peter Port, Guernsey GY1 1WF or from the Administrator at Trafalgar Court, Les Banques, St. Peter Port, Guernsey, GY1 3QL.

Section 10: Where to send this application form

Please send this form to:

Northern Trust International Fund Administration Services (Guernsey) Limited
Trafalgar Court
Les Banques
St Peter Port
Guernsey GY1 3QL

Telephone: + 44 (0) 1481 745193

Facsimile: + 44 (0) 1481 745071

E-mail: momentum_wealth@ntrs.com

Your attention is drawn to the fact that telephone conversations with the Manager or the Administrator may be recorded.
