

HSBC Specialist Funds Limited Alternative Fund

Application Form for Entities

Funds not available to US Persons or Canadian Residents

This PDF Form is in an interactive format to support on-screen completion. Upon completion, please print, sign and post to HSBC Specialist Funds Limited, c/o 37 Front Street, Hamilton HM11, Bermuda. Should it be necessary to complete by hand, please do so in black ink using BLOCK CAPITALS.

1. Definitions

Administrator	means HSBC Securities Services (Bermuda) Limited or such other person from time to time appointed by the Company as the administrator of the Company.
Applicant	means the entity who intends to acquire Shares in the Company by completing this application form.
Banker	means HSBC Bank Bermuda Limited.
Class	means a sub-division of the share capital of the Company into classes of Shares, one or more of which may participate in a separate portfolio of assets associated with a Fund.
Manager	HSBC Global Asset Management (Bermuda) Limited.
Company	HSBC Specialist Funds Limited and may be referred to as the "Company".
Fund	means the separate portfolio of assets known as the "Alternative Fund" of the Company in which the Class AC participates.
Prospectus	means the latest prospectus of the Company together with the Alternative Fund Supplement, as may be amended from time to time.
Shares	means Shares in a Fund which may be comprised of different classes of Shares.
Electronic Means	includes communications sent by email, facsimile, computer or by the use of scanned or digital signatures or any other electronic means.
US Person	a corporation, partnership, limited liability company, collective investment vehicle, investment company, pooled account, other business, investment, legal entity, a trust, an estate of a deceased resident, an employee benefit or pension plan or a discretionary or non-discretionary or similar account as defined in the prospectus.
Canadian Resident	a corporation, a trust or a partnership as defined in the prospectus.

Terms not defined herein shall have the meaning given to them in Prospectus and the Company's Bye-laws.

2. Applicant's details

Applicant name(s)	<input type="text"/>		
Legal address (no P.O. box or care of addresses)	<input type="text"/>		
Postcode	<input type="text"/>	Country	<input type="text"/>
Country of incorporation	<input type="text"/>	Date and place of incorporation	<input type="text"/>
Mailing Address	<input type="text"/>		
Postcode	<input type="text"/>	Country	<input type="text"/>
Contact Name	<input type="text"/>	Telephone	<input type="text"/>
		Fax number	<input type="text"/>
Email address (maximum 3 recipients)	<input type="text"/>		
Source of wealth	<input type="text"/>		
Nature and intended purpose of the business relationship or transaction	<input type="text"/>		
Anticipated type, volume, value, frequency duration and nature of the investment activity	<input type="text"/>		

PO Box should not be provided for the purpose of a registered address but may be used as a correspondence address.

3. Authorisations

Joint Registrations

We request you to register our interests in the Shares as follows:

(Name(s) of Registered Shareholder)

and we hereby authorise you from time to time until we give you written notice to the contrary to honor all orders for subsequent subscriptions, redemptions or switches when signed by:

Any of the Authorised All Authorised

Statements will be sent to the email address(es) on file unless otherwise agreed.

4. Investment Instructions

Code	Class Name	Cur	Initial Investment
4172	Class AC	USD	

Subject to the Manager's sole and absolute discretion in any particular case or generally, the minimum initial subscription for the Shares are as follows: Class AC US\$10,000.

5. Bank details of the Company

Bank account details for subscriptions - HSBC Specialist Funds Limited - Alternative Fund

Correspondent bank name and address	HSBC Bank USA 452 Fifth Avenue New York, NY 10018
Account routing number	Fed ABA No. 021001088, CHIPS UID 0108, Swift MRMD US33.
Bank Name and address	HSBC Bank Bermuda Limited 37 Front Street Hamilton, Bermuda HM11
Bank routing number	CHIPS UID 005584, SWIFT BBDABMHM
Account name	HSBC Specialist Funds Limited
Account number	010 091 387 583

6. Bank details of the Applicant(s)

Bank account details for redemption payments.

Fund Class	<input type="text"/>		
Bank Name	<input type="text"/>	Bank routing number: ABA or CHIPS/SWIFT	<input type="text"/>
Bank Address	<input type="text"/>		
IBAN	<input type="text"/>	Account name	<input type="text"/>
		Account number	<input type="text"/>
Correspondent bank name	<input type="text"/>	Correspondent bank routing number	<input type="text"/>
Correspondent bank address	<input type="text"/>		

Redemption proceeds will only be paid to a bank account in the name of the registered Applicant(s). No third party bank details will be accepted. Redemption and distribution payments will be processed in the currency of the share class holding only. Foreign exchange processing will not be facilitated by the Administrator.

7. Anti-Money Laundering Requirements

Pursuant to applicable law and the Bankers and Administrator's policies any person or entity wishing to acquire Shares in the Company with respect to the Fund must provide the following documentation. The Company reserves the right to ask at any time for additional information and documentation, including but not limited to source of funds and origin of wealth.

****Documents to be provided in English and certified by a bank Officer, Lawyer, Notary Public, Accountant, Embassy or Government Ministry.**

For **Corporate*** applicants, include:

- ◆ Copy of Certificate of Incorporation and Memorandum and Articles of Association (or equivalent);
- ◆ Proof of Listing/Proof of Regulation;
- ◆ List of all Directors;
- ◆ Copy of Passport ID and copy of proof of residency document i.e. copy of recent utility bill or bank statement for at least two (2) directors, all principal shareholders and all authorised signatories empowered to issue instructions on behalf of the entity;
- ◆ Copy of list of authorised signatories on the account with specimen signatures;
- ◆ Evidence that the entity and individuals are empowered to open an investment account of the type requested;
- ◆ Details of Beneficial Owners who own > %25 of share capital / voting rights if listed on an exchange, 10% if not listed; and
- ◆ Source of Wealth - Audited Financial Statements or Source of Wealth Letter.

For **Trust Company*** applicants, include:

- ◆ Nature and Purpose of the Trust;
- ◆ The Trust Deed (just the first page, relevant clause that shows the Trustee's investment powers, copy of relevant clause showing the proper law of the Trust, and signature page to show it has been properly constituted);
- ◆ A document confirming legitimate appointment of the Trustee (if necessary to show appointment of current Trustees);
- ◆ Copy of the Trustee Resolution (resolution to authorise the investment);
- ◆ List of all Trustees and Settlor (if applicable);
- ◆ List of authorised signatures of the Corporate Trustees who are able to sign on behalf of the Trust e.g. a signature card;
- ◆ Copy of Passport ID and proof of Residence i.e. copy of recent utility bill or bank statement of the Settlor and the Primary Beneficiaries;
- ◆ Copy of Passport ID of the Trustee or Co-Trustees (if an individual); and copy of Passport ID of the Protector (if applicable);
- ◆ Source of Wealth - Audited Financial Statements or Source of Wealth Letter.

For **Partnership and LLC's*** applicants, include:

- ◆ Copy of Partnership/LLC Agreement (or equivalent);
- ◆ Details of General Partner/Managing Member;
- ◆ Copy of Passport ID and copy of proof of residency document i.e. copy of recent utility bill or bank statement for at least the general partner/managing member or two (2) partners/members and all authorised signatories empowered to issue instructions on behalf of the entity;
- ◆ Copy of list of authorised signatories on the account with specimen signatures;
- ◆ Details of Partners/Members who own > %25 of share capital / voting rights; and
- ◆ Source of Wealth - Audited Financial Statements or Source of Wealth Letter.

8. Declarations of the Applicants

In accordance with the terms set out in the Prospectus; the Company's latest Bye-laws; the Company's latest audited annual and subsequent unaudited interim Report & Accounts (if any), copies of which have been offered to me/us free of charge; (together, the "Company Documents"), I/we represent and warrant to the Banker, the Company, Manager, Custodian and the Administrator that I/we:

1. have read and understand the Company Documents, and acknowledge that I/we are bound by the terms;
2. represent that I/we have all requisite power, authority and capacity to make the investment pursuant to this Application Form and confirms that I/we are acquiring shares for my/our own account for investment purposes only and not with a view towards distributing or reselling the Shares in whole or in part and that I/we will not be in breach of any law or regulations of any competent jurisdiction; and
3. confirm that I/we have (i) reviewed the Company Documents, (ii) considered the appropriateness of an investment in the Company, (iii) reviewed the associated risk factors, and (iv) where necessary, have obtained independent advice. I/We also affirm that based on the above confirmation, I am/we are financially or otherwise able to assume these risks involved in an investment in the Company.

Further to the above, I/we:

1. acknowledge and accept that while it is the aim of the Company to preserve capital and, where applicable, to maintain a stable net asset value per Share, these aims are not guaranteed;
2. hereby indemnify the Company, the Manager, the Custodian, the Banker, the Administrator and other shareholders for any loss suffered by them as a result of the representations set out in the Application not being true in every respect;
3. declare that I/we am/are not a "US Person" or "Canadian Resident" and that I/we am/are not applying as the nominee for or on behalf of a US Person or Canadian Resident, I/we will notify the Company immediately if I/we become a US Person or Canadian Resident or become aware that any person for whom I/we hold Shares has become a US Person or Canadian Resident.
4. understand that any change to the redemption payment mandate included in this Application must be given in writing to the Banker (Administrator for direct investors) and signed by ALL Applicants as set out in this Application and may be subject to telephone verification;
5. understand that the price of Shares can go down as well as up and that I/we may not receive back the original amount invested;
6. undertake to execute, deliver, acknowledge and/or file any and all further documents and provide any and all information promptly which the Banker, the Administrator or the Company may deem necessary or appropriate in its sole discretion: (a) in connection with the declarations made hereunder; and (b) in order for the Company to comply with applicable laws and regulations;
7. understand and agree that the Company, the Manager, the Custodian, the Administrator and the Banker intend to take such steps as may be required to satisfy any obligations imposed by (i) the Foreign Account Tax Compliance Act ("FATCA") regulations (ii) any provisions imposed under Bermuda law arising from the intergovernmental agreement between the Government of the United States of America and the Government of Bermuda ("IGA") so as to ensure compliance or deemed compliance (as the case may be) with the FATCA regulations or the IGA from 1 July 2014 or (ii) the Common Reporting Standard ("CRS") and any provisions imposed under Bermuda law arising out of its automatic exchange of information obligations;
8. confirm we have completed and attached hereto the required information in the appendix with respect to FATCA and CRS declarations. I/we agree to provide to the Company, the Manager, the Custodian, the Administrator and the Banker from time to time with any additional FATCA and CRS 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 the FATCA regulations, the IGA and any other applicable automatic exchange of information provisions (e.g. CRS), as described above, or otherwise. Should any of the above information furnished to any of them become inaccurate or incomplete in any way, I/we hereby agree to notify the Company, the Manager, the Custodian, the Administrator and the Banker immediately of any such change and further

agree to immediately take such action as the Company, the Manager, the Custodian, the Administrator and/or the Banker may direct, including where appropriate, redemption of my/our Shares in respect of which such confirmations have become incomplete or inaccurate where requested to do so by the Company, the Manager, the Custodian, the Administrator or the Banker (as applicable). If relevant, I/we agree to notify the Company, the Manager, the Custodian, the Administrator and the Banker of any change to my/our tax residency status. I/we hereby also agree to indemnify and keep indemnified the Company, the Manager, the Custodian, the Administrator and the Banker 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 my/our obligations pursuant to this section or failure to provide such information which has been requested by the Company, the Manager, the Custodian, the Administrator and/or the Banker 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 Company, the Manager, the Custodian, the Administrator and/or the Banker. 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 Company, and that the Company, the Manager, the Banker, the Administrator and the Custodian 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 Company, the Manager, the Banker, the Administrator and the Custodian against any loss suffered by them or other shareholders in the Company in connection with any obligation or liability to so deduct, withhold or account;

9. understand and agree that for the purposes of complying with its automatic exchange of information obligations under CRS the Company is required to collect certain information on each of its Shareholder and on certain controlling persons in the case of the shareholder being an entity (e.g. name, address, jurisdiction of residence, TIN, date and place of birth (as appropriate), the account number from which purchase proceeds are sent or to which payments are to be made) to identify accounts which are reportable to the Bermuda tax authorities under CRS or related legislation and regulation and further acknowledge and agree that such information may in turn be exchanged by the Bermuda tax authorities with other tax authorities;
10. have completed (and will supply any further documentation and information as required in order to satisfy) all applicable anti-money laundering and counter terrorist financing requirements in respect of this or a previous application;
11. will notify the Banker without delay of any changes to my/our contact details; and
12. consent to electronic delivery of any and all Account Communications by the Company, the Manager, the Banker and/or the Administrator. "Account Communications" means all current and future account statements, Company Documents (including all supplements and amendments thereof); notices (including privacy notices); letters to investors: annual financial statements; regulatory communications and other information, documents, data and records regarding my/our investment in the Company. Electronic communication by the Company, the Manager, the Banker and/or the Administrator includes e-mail delivery as well as electronically making available to me/us on the Company's or the Manager's or the Banker's internet site, if applicable. It is my/our affirmative obligation to notify the Company in writing if my/our e-mail address listed herein changes Account Communications sent by electronic delivery may be lost, subject to delays or interference by third parties and cannot be guaranteed to be error free. The Company, the Manager, the Banker and the Administrator will not be liable for any interception of Account Communications. In addition, there are risks, such as system outages that are associated with electronic delivery.

Instructions

I/We request the Administrator and the Manager to act upon receipt of all instructions from me/us sent by hand, post, facsimile or other Electronic Means, that each of the present or future shareholders, or any Attorneys or duly authorised representative shall give individually to the Administrator and/or the Manager.

Notwithstanding the above, I/we hereby indemnify the Company, the Manager, the Custodian, the Administrator and the Banker against all costs, expenses, liabilities and losses sustained or incurred as a result of, or in connection with, its performance of instruction(s) sent by post and/or Electronic Means.

I/We acknowledge and agree that:

1. communications by Electronic Means are an unsafe method of communication and may be lost, subject to delays, interference by third parties, viruses and their confidentiality, security and integrity cannot be guaranteed. Further, I/we acknowledge that communications by Electronic Means cannot be guaranteed to be error free;
2. I/We, shall not send or transmit or arrange for any sending or transmitting on our behalf, any electronic communication which contains a virus or other media damaging to your property or computer systems or which may be defamatory, libelous, slanderous, obscene, abusive, offensive, menacing or immoral and will abide with all relevant laws and regulations and international conventions or treaties governing the content of and the transmission of such electronic communications;
3. the Company, the Manager, the Custodian, the Administrator and the Banker may rely conclusively upon and shall incur no liability in respect of any action taken upon any communication by Electronic Means, including but not limited to any notice, consent, request, instruction, subscriptions and redemptions or other communication believed, in good faith, to be genuine; and
4. I/We will not hold the Company, the Manager, the Administrator, the Banker, the Custodian or any of their directors, officers, employees or agents liable now or at any time for any loss, damage, financial or otherwise which I/we may suffer as a result of sending communications by Electronic Means, including but not limited to any interception; breach of confidentiality; integrity or as a result of any delays, inaccuracy, imperfection, lack of quality, ineffective transmission, viruses, alteration, distortion or any misunderstanding or error in the identification of the person giving the instruction or other errors howsoever arising.

I/We further undertake to keep each of the Company, the Manager, the Administrator, the Custodian and the Banker indemnified at all times against, and to save each of them harmless from all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against any of the Company, the Manager, the Administrator, the Custodian and/or the Banker or suffered or incurred by any of the Company, the Manager, the Administrator, the Custodian and/or the Banker and which shall have arisen either directly or indirectly out of or in connection with me/us sending communications by Electronic Means.

I/We acknowledge and agree that any subscription, redemption and instruction requests submitted by Electronic Means will be subject to the terms of this Application Form and to the Company Documents (as amended from time to time) and that I/we will notify the Administrator and the Manager if any of the representation, acknowledgement or confirmation given in this Application Form should cease to be true and accurate.

Telephone Recording

I/We consent to the Company, the Manager, the Custodian, the Administrator and the Banker recording all telephone conversations between me/us and the Manager, the Custodian, the Administrator and/or the Banker and any such tape recordings may be submitted in evidence in any proceedings relating to my/our shareholding in the Company.

Governing Law

This Application Form shall be governed by Bermuda law and I/we irrevocably submit to the non-exclusive jurisdiction of the Bermuda courts. Terms not defined herein shall have the meaning given to them in the Company Documents.

Data Privacy

The Company, the Manager, the Administrator, the Custodian and/or the Banker may store and process any personal data from the Directors on behalf of the entity (including the personal data of any beneficial owner) to properly record your interest in the Company and to comply with Bermuda law.

Personal information will be handled by the Company, the Manager, the Custodian, the Administrator and/or the Banker in accordance with applicable law.

Your information will be processed for the purposes of carrying out its services as Manager, Administrator, Custodian and/or Banker to the Company and to comply with legal obligations including legal obligations under company law, anti-money laundering and counter terrorist financing legislation.

The Company, the Manager, the Custodian, the Administrator and/or the Banker may transfer or disclose your information to other entities within the HSBC Group of Companies or third parties where necessary for legal or regulatory reasons. This may include disclosure to third parties such as auditors, regulators, tax authorities or agents of the Company, the Manager, the

Custodian, the Administrator or the Banker, who process the data for anti-money laundering or counter terrorist financing purposes or for compliance with local or foreign regulatory requirements.

I/We hereby consent to the storage, disclosure, processing and/or transfer of any personal data, which may include the recording of telephone calls with the Manager, the Administrator, the Custodian, or the Banker for the purpose of confirming data, and the storage, disclosure, processing and transfer of my/our information as outlined above, to any company in the HSBC Group of Companies, including companies situated in countries outside of Bermuda, which may not have the same data protection laws as Bermuda (if any), it being understood that neither the Manager, the Administrator, the Custodian, and the Banker is authorized to disclose or utilize such information for marketing purposes.

You agree that the Manager, the Custodian, the Administrator and the Banker may process personal data relating to this, or any future, investment for the purposes of performing their respective legal and regulatory obligations and conducting financial crime risk management and other activities, including disclosing data to the Company and to third parties and transferring them internationally.

Anti-Money Laundering Declarations

I/We acknowledge and agree that:

1. measures aimed at the prevention of money laundering and terrorist financing will require verification of my/our identity, address and source of funds and source of wealth and other persons including but not limited to any beneficial owner on a risk sensitive based approach and the ongoing monitoring of my/our business relationship with the Company or any of its service providers. I/We further acknowledge that the Company, the Manager and/or the Administrator reserves the right not to issue Shares until such time as the Company, the Manager, Administrator, the Custodian, and/or the Banker has received and is satisfied with all the information and documentation requested to verify my/our identity, address and source of funds and where applicable other persons including but not limited to any beneficial owner. I/We acknowledge that the Company, the Manager, the Administrator, the Custodian and the Banker shall be indemnified and held harmless by me/us against any loss arising as a result of a failure to process my/our application for Shares and payment of redemption proceeds if such information and documentation as has been requested by the Manager, the Administrator or the Banker has not been provided by me/us.
2. I/we must disclose to the Company, the Administrator and the Banker, both at the time of initial subscription into the Company and upon any change thereafter, any shareholder or person or entity or beneficial owner that is or is acting, directly or indirectly for the shareholder who is a politically exposed persons ("PEP").
3. the Company, the Manager, the Administrator and/or the Banker also reserves the right to refuse to make any redemption payment or distribution to a shareholder if the Company, the Manager, the Administrator or the Banker suspects or is advised that the payment of any redemption or distribution moneys to such shareholder might result in a breach or violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the Company, the Manager, the Administrator or the Banker, with any such laws or regulations in any relevant jurisdiction.
4. I/We understand and agree that the Company 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 or named on any list of prohibited countries, territories, entities and individuals by the European Union, United Nations, or any competent authority whose laws and/or regulations are applicable to any HSBC entity (such persons or entities in (i) - (ii) are collectively referred to as "Prohibited Persons").
5. I/We represent, warrant and covenant that:
 - i. I/we am not/are not, nor is any person or entity controlling, controlled by or under common control with me/us, a Prohibited Person; or
 - ii. to the extent I/we have any beneficial owners, in respect of any underlying client/investor and the ultimate beneficial owner(s) for whom we are acting,

- a. I/we have carried out thorough due diligence to establish the identities of such ultimate beneficial owners, underlying clients and investors;
 - b. based on such due diligence, I/we reasonably believe that no such ultimate beneficial owners, underlying client or investor are Prohibited Persons;
 - c. I/we hold the evidence of such identities and status and will maintain all such evidence for at least seven years from the date of my/our complete redemption from the Company; and
 - d. I/we will make available such information and any additional information that the Company, the Manager, the Administrator and/or the Banker may require upon request. I/We understand and agree that the Company further prohibits the investment of funds by any PEP and immediate family members, and close associates of such persons, unless the Company, in conjunction with the Manager and/or the Administrator, after being specifically notified by me/us in writing that I/we am/are such a person, conducts further due diligence, and determines that such investment shall be permitted.
6. If any of the foregoing representations, warranties or covenants ceases to be true or if the Company, the Manager, the Administrator or the Banker no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Manager, Banker or the Administrator may refuse to act upon my/our instruction for additional investments or redemption requests and my/our investments in the Company may be subject to redemption. In the event that the Company, the Manager, Banker or the Administrator is required to take any of the foregoing actions, I/we understand and agree that I/we shall have no claim against the Company, the Manager, the Administrator or the Banker and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.
 7. I/We understand and agree that any redemption proceeds paid to me/us will only be paid to the account of record. Furthermore, I/we understand and agree that any redemption proceeds paid to me/us will only be paid to a bank account in my/our name and with a recognized financial institution.
 8. I/We agree to indemnify and hold harmless the Company, the Manager, the Administrator, the Custodian and the Banker, and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant set forth in this Application.
 9. I/We acknowledge that the Administrator and/or the Banker in their absolute discretion reserves the right to request from the applicant any such other or additional documentation from that outlined below when it deems it appropriate to do so to enable the Administrator and/or the Banker to determine the applicant's compliance with applicable regulatory requirements or the applicant's anti-money laundering and terrorist financing verification status on a risk sensitive basis and the applicant shall provide to the Administrator and/or the Banker from time to time such information as may reasonably be requested. Each person acquiring Shares in the Company must satisfy the foregoing both at the time of initial subscription and at all times thereafter until such person ceases to be a shareholder. Accordingly, the applicant agrees to notify the Administrator and/or the Banker promptly if there is any change with respect to any of the foregoing and/or below information, declarations or representations and to provide the Administrator and/or the Banker with such further information as the Administrator and/or the Banker may reasonably require.

