



# **Individual Investor Account Opening Form**

**Fundsmith SICAV** 





## **Fundsmith SICAV Application Form**

Please complete this Form in **BLOCK CAPITALS**, ensure that all sections are completed and return it by email or by post to Northern Trust Global Services SE. (the "Administrator") at the address set out below. Please either send a wet ink signed application form or use the DocuSign platform and attach the certificate (other digital signatures will not be accepted).

### Contact details:

Email: fundsmith-ta-lux@ntrs.com

Phone: +352 28 294 136

Post: c/o Northern Trust Global Services SE

10 rue du Château d'Eau

L-3364 Leudelange

Grand Duchy of Luxembourg

Please note that Northern Trust will provide an automatic acknowledgement of receipt, including a case number, to any emails received. If you do not receive such a response, please re-send your email or call us.

### Important information

Shares in the fund may not be sold or otherwise transferred to, U.S. and Canadian Persons as defined in the Prospectus, a copy of this can be found on our website https://www.fundsmith.eu/forms.

## Section 1 - Your Details

This section must be completed by each investor to ensure we have all of the necessary information about you.

1.0 Type of account				
Sole account Joint account				
In the case of a joint account, please specify	if each owner can sign individu	ally? Yes	No	
I/we am/are acting on my/our own behalf		Yes	No	
If no, please provide details of the third part	y you are acting on behalf of			
1.1 Investor details				
Owner				
Title Surname		Forename(s)		
Mother's maiden name				
Place of birth			D.O.B. DD/MM/YYYY	
Nationality		National identity number		
Profession or former profession*				
*If you are retired, please confirm your main	profession(s) prior to your retirer	nent.		
Note: Please provide your address. All accou	nt related correspondence will b	e sent here.		
Address				
			Postcode	
			Country	
Telephone number		Email address		
			address. Instructions received from any othe below. Further information including terms i	
NO, I/we indicate that I/we do not wa	int to send instructions by emai	l.		





## Section 1 – Your Details continued

1.1 Investor details continued		
Joint owner		
Title Surname	Forename(s)	
Mother's maiden name		
Place of birth		D.O.B. D D / M M / Y Y Y
Nationality	National identity number	
Profession or former profession*		
*If you are retired, please confirm your main profession(s) prior to your ret  Note: Please provide your address. All account related correspondence w		
Address		
		Postcode
		Country
Telephone number	Email address	
I/we confirm that the purpose of my/our relationship with the Fund is:  To generate income/return on investment  Other Please specify	apital appreciation	
1.3 Source of funding and wealth  Please note that dealing instructions cannot be accepted until the applic  Dealing Form which can be downloaded from https://www.fundsmith.eu,		eted, you will then need to complete and submit a
Expected level of investment		
Amount invested and expected amount to be invested in the future		
Expected number of subscriptions per year		
Source of funding (of the amount currently invested and/or to be invested in the future,	e.g. Inheritance, Property sale, Savings)*	
Source of wealth (of how you have generated your overall wealth to date, e.g. Salary, Investigation	stment returns)*	
* Please note that documentary evidence may be required		





## **Section 2 – Investment and Payment Details**

rease provide details of your nominated bank account below. Any payment account information changes. Payments will be made only to registered share bank transfer (in shared mode for charges).	is will be made to this account. Please notify the Administrator if your ban Pholders (no third party payment can be made) and will be made by electron
Account holder name*	
Account number	
IBAN	Currency
BIC/Swift	
Beneficiary Bank	
Name of Bank	
Address	
	Postcode
Swift/Sort code	
Correspondent bank of the Beneficiary Bank (if relevant):	
Name of Bank	
Address	
	Postcode
Swift/Sort code	





## Section 3 - Individual Self-Certification Form for FATCA and CRS

## 3.1 Instructions for completion

We are obliged under local laws and regulations to collect and report to the Luxembourg tax authorities certain information about accounts held with us.





## **Section 4 – Declarations**

4.1 Political	ly Exposed Per	sons				
No Politically Ex	xposed Persons (P	PEP)				
		,	as been entrusted with prominen ns entrusted with prominent publ	•	and/or an immed	iate family member(s)
Politically Expos	sed Persons (PEP)	)				
			peen entrusted with prominent puentrusted with prominent public f		I/or an immediat	e family member(s) or
If yes, please pro	ovide details below.					
First name	Last name	Address	Date of birth	Place of birth	Nationality	Public role
persons, includin or partners "cons	ng in particular:" (a) sidered by national	the spouse; (b) any partner law as equivalent to a spou	g definition: "Family members" s considered by national law as eq use"; (d) the parents; "(e) the bro	quivalent to the spo	use; (c) the childr	· ·
4.2 Investor	agreement – P	ersonal data				
Luxembourg law	requires us to obta	in your consent to share in	formation.			
	nis box, I/we indica					
	= :	sions and disclosures relati d agree to the terms presen	ing to the processing of personal ted under appendix 2.	data and that I/we	e have read the Fi	und Privacy Notice (as
hold, pr	ocess and disclose	my personal data as provide	nanagement company of the Funded for under appendix 2- Processinbourg or the European Union.	· -		
	<del>-</del>		d instruction is granted to permit t atutory confidentiality and persona	= :	_	- ·
(iv) waive su	uch confidentiality a	and personal data protection	in respect of my personal data fo	or the purposes pro	vided for under a	ppendix 2.
4.3 Signatur	'es					
All investors	s must sign her	e				
within this f	form changes. I/We	e will supply originals or cer ement to all the terms, cond	or within 30 days with all the re- tified true copies of documents of ditions and declarations set out in	(as per the certific	ation rules in app	pendix 1) as required.
By signing below	w, I/we hereby ac	knowledge and agree to a	all declarations above.			
Sole holder nar	me (please print in	full)				
Signature				Date		
	me (please print in	full)		Date		





## **Appendices**

## **Appendix 1 – KYC Requirements**

## **Required Documents**

### **Documents to be provided to the Administrator**

- Application form
- Passport certified copy
- · Proof of address, such as utility bill certified copy
- Bank statement

**Note:** Certified true copies of further documents can be requested upon review of the application. We may also ask for an evidence of the source of wealth/source of funds.

## **Guidelines for providing documents**

#### List of generally acceptable certifiers

We will accept an independent certification from any of the following professionals;

- · Lawyer/Solicitor (a firm will not be accepted)
- Public Notary
- Embassy, Consulate, Public Administration
- Commissioner of Oaths
- · Police Officer
- · Professional of the Financial Sector (PFS) regulated in specific countries (please contact Northern Trust for more information)
- Practice Accountant

## **Certification guidelines**

For the certified documentation to be accepted, the following must all be clearly stated by the certifier in wet ink;

- Full Name and Signature of the individual certifying the document.
- Name (and address if possible) or company stamp of the organization for which the individual works, including their position.
- Date the certification was performed.
- Include the statement "I certify that this is a complete and accurate copy of the original".

### **Bank statement**

A statement dated less than 6 months is required as a standard but an original version dated less than 3 months may be requested following a review.

The bank statement must contain:

- Beneficiary (Full name, Beneficiary account number/IBAN).
- Beneficiary Bank (Full name and address, Account of the Beneficiary bank with its correspondent when applicable, SWIFT/ABA (US)/SORT (GB) code).
- Correspondent of the Beneficiary Bank (Complete name and address, SWIFT code (and/or Sort code/ABA code when applicable).





**APPENDIX 1 - continued** 

## **Regulatory Requirements**

The Administrator will provide the Luxembourg beneficial owner register (the "RBO") created pursuant to the Law of 13 January 2019 establishing a register of beneficial owners (the "Luxembourg Beneficial Owners Register") with relevant information about any Applicant or, as applicable, beneficial owner(s) thereof, qualifying as beneficial owner of the Fund within the meaning of the Luxembourg Law of November 12, 2004, as amended on the fight against money laundering and terrorist financing. Such information will be made available to the general public through access to the RBO, as required by, and under the conditions set forth in the Luxembourg anti-money laundering laws and regulations.

The Applicant acknowledges that failure by an Applicant, or, as applicable, Beneficial Owner(s) thereof, to provide the Management Company or the Administrator, or any delegate thereof, with any relevant information and supporting documentation necessary for the Fund to comply with its obligation to provide same information and documentation to the RBO is subject to criminal fines in Luxembourg. The Applicant(s) represent(s) that all subscription payments transferred to the Fund originated directly from a bank account in the name of the Applicant(s). If the Applicant(s) is/are applying on behalf of a Beneficial Owner, then the Applicant(s) represent(s) that all subscription payments transferred to the Applicant(s) with respect to such Beneficial Owner originated directly from a bank account in the name of such Beneficial Owner. The Applicant(s) represent(s) and warrant(s) that acceptance by the Administrator of this Application Form, together with acceptance of the appropriate remittance, will not breach or circumvent any applicable rules and regulations designed to prevent money laundering and the financing of terrorism.

Specifically, the Applicant(s) represent(s) and warrant(s) that all evidence of identity is genuine and all related information furnished and to be furnished is accurate.

The Applicant(s) represent(s) that they do not have the intention or obligation to sell, distribute or transfer the shares, directly or indirectly, to any other person or entity or to any nominee account. If the Applicant(s) is/are (i) acting as agent or representative for another person based in a Financial Action Task Force ("FATF") jurisdiction investing on behalf of underlying investors (the persons referred to in (i) and (ii) being referred to collectively as the "Beneficial Owners"), the Applicant(s) represent(s) and warrant(s) that:

- The Applicant(s) understand(s) and acknowledge(s) that the representations, warranties and agreements are made with respect to each of the Beneficial Owners:
- The Applicant(s) has/have all requisite power and authority from each of the Beneficial Owners to execute this Application Form.

The Applicant(s) has/have established the identity of all Beneficial Owners, hold(s) evidence of such identities and will make such information and documentation available to the Administrator together with the Application Form.





## **Appendix 2 – Personal data and privacy policy**

The Fund, the Management Company and the Administrator consider customer privacy to be a fundamental aspect of our relationships with shareholders and are committed to maintaining the confidentiality, integrity and security of our current, prospective and former shareholders' personal information. To ensure our shareholders' privacy, the Fund, the Management Company and the Administrator have developed policies that are designed to protect this confidentiality, while allowing shareholders' needs to be served.

### Data protection - Processing of personal data by the Fund

The Applicant is informed that personal data in relation to the Applicant (or their representatives or beneficial owners) will be processed in accordance with the privacy notice of the Fund ("Fund Privacy Notice"), a current version of which is available online (https://www.fundsmith.eu/privacy-policy).

- 1. In relation to the processing of personal data (the "Data") related to identified or identifiable natural persons (the "Data Subjects") by the Fund (the "Controller"), I/we:
  - (i) acknowledges that there may be a number of lawful bases for the Controller to process different categories of Data related to Data Subjects and for several different purposes;
  - (ii) acknowledges (A) that Data processed in this way may be (a) Data concerning the Applicant as Data Subject and (b) Data which relates to each of the undersigned persons representing directly or indirectly the Applicant and which relates to Data Subjects who have not signed this Application Form, such as but not only beneficial owners, and which is or will be provided to the Controller by, at the initiative or in the mere knowledge or awareness of, the Applicant, and (B) that all the Data and Data Subjects referred under (A) are hereinafter collectively referred to as the "Related Data" and the "Related Data Subjects", respectively;
  - (iii) represents and warrants having received full authority from each Related Data Subject and/or otherwise being fully entitled to provide, or to cause or allow the provision of, any Related Data to the Controller;
  - (iv) undertakes to promptly provide the Controller or any third party indicated by the Controller with any information regarding any Related Data Subject which the Controller may reasonably request in order to comply with their duties and obligations pursuant to applicable data protection laws and regulations;
  - (v) acknowledges and, to the extent required, irrevocably agrees that the Controller communicates directly, and where applicable separately, with any of the Related Data Subjects, in particular but not only if the Controller considers that this is necessary to comply with applicable data protection laws and regulations as well as applicable anti-money laundering/terrorist financing prevention obligations including beneficial ownership determination:
  - (vi) represents and warrants being required to inform in a timely manner each Related Data Subject of the processing of their Data by the Controller irrespective of whether this Data has been provided to the Controller, or its provision to the Controller has been caused or allowed, by the Applicant;
  - (vii) represents and warrants that, before or no later than at the time of providing, or causing or allowing the provision, of any Related Data to the Controller, the Related Data Subject has received or has been given easy access to the Controller's full privacy information designated as the "Privacy Notice" in the section headed "Data protection" of the Prospectus which Prospectus can be found through https://www.fundsmith.eu/forms/, and has taken the time to read and carefully consider the Fund Privacy Notice;
  - (viii) acknowledges that the current version of the Fund Privacy Notice can be obtained by visiting https://www.fundsmith.eu/privacy-policy/, by calling +352 28 294 136 or upon request addressed to fundsmith-ta-lux@ntrs.com or to 10 rue du Château d'Eau, L-3364 Leudelange, Grand Duchy of Luxembourg for the attention of Northern Trust Global Services SE;
  - (ix) represents and warrants having provided or at least having given easy access to the Fund Privacy Notice to each Related Data Subject in a timely manner and in her/his language of reference and having invited each Related Data Subject to take the time to read and carefully consider the Privacy Notice;
  - (x) represents and warrants that the attention of each Related Data Subject has been drawn in particular to the information contained in the Fund Privacy Notice concerning the topic of beneficial ownership and indicating among other things that Related Data may be transmitted to registers of beneficial owners and will in principle then be accessible to members of the general public unless an appropriate request for exemption from such public access has been filed and such exemption has been granted by relevant public authority;
  - (xi) represents and warrants that the attention of each Related Data Subject has also been drawn in particular to the limitation of liability and indemnification provisions contained in the Fund Privacy Notice or in this Application Form, in particular but not limited to the provisions contained in section 2 below; and that each Related Data Subject has accepted (or that the Applicant will cause the acceptance by each Related Subject of) such limitation of liability and indemnification provisions;
  - (xii) acknowledges that the Fund Privacy Notice may be amended at any time at the sole discretion of the Controller and that any change or update to the Privacy Notice may be notified to the Applicant by any means that the Controller deems appropriate, including by public announcement;
  - (xiii) agrees that any change or update to the Fund Privacy Notice that the Controller is under a duty to notify to any Related Data Subject including the Applicant will be duly and fully notified to the Applicant and any Related Data Subject either (A) by the transmission of an email linking to this change or update to the email address mentioned in section 1.1 or 2.1 of this form, and/or (B) by the publication of this change or update on www.fundsmith.eu;





#### **APPENDIX 2 - continued**

- (xiv) undertakes to continue notifying each Related Data Subject, in a timely manner and in her/his language of reference, of any notification of change or update to the Fund Privacy Notice notified to the Applicant pursuant to the foregoing sub-paragraph (xiii) or otherwise received by the Applicant from the Controller;
- (xv) acknowledges that, notwithstanding any notification of change or update from the Controller, an updated version of the Fund Privacy Notice may be easily obtained or accessed at any time as indicated in the chapter headed "Data protection" of the Prospectus;
- (xvi) represents and warrants that, when a processing of Data is and/or will be based on the consent of any Related Data Subject, the Applicant's consent to such processing given either in this Application Form or separately means (A) that the corresponding consent by the Related Data Subject (a) has been and/or will have been obtained in due time from the Related Data Subject and (B) is and/or will be fully valid under the applicable data protections laws and regulations, and (B) that the Applicant is and/or will be able to provide evidence thereof upon simple request from the Controller;
- (xvii) undertakes to notify the Controller in a timely manner (A) of any withdrawal of any consent given by any Related Data Subject, and (B) more generally of any decision or event which affects or may affect the Controller's processing of the Related Data; and
- (xviii) agrees to indemnify and hold harmless the Controller to the fullest extent authorised by applicable law, for and against any loss, damage or adverse consequence suffered by them (a) which is arising from their processing of Related Data, unless any such loss, damage or adverse consequence results from their negligence, or (b) which is caused or contributed to, directly or indirectly, by the Applicant or any Related Data Subject not fully complying with the foregoing.
- 2. I/we acknowledges and agrees that the liability of the Controller in relation to the processing of Related Data is strictly limited to any liability provided for in applicable laws and regulations. In particular, without prejudice to the general nature of the foregoing or to what is stated in the Fund Privacy Notice, the Applicant:
- (i) acknowledges that Related Data may be sent, communicated, disclosed, accessed by, or otherwise made available (collectively "transmitted") to third parties including in principle to members of the general public via registers of beneficial owners, where applicable; and agrees that the Controller bears no liability for any Related Data being transmitted to any third party, within or outside of the European Economic Area, without an express authorisation from the Controller and, more generally, for any such unauthorised third party having or obtaining knowledge of Related Data;
- (ii) acknowledges that the Controller may from time to time provide or make privacy notices issued by third parties which are acting as controllers in their own right in relation to the Related Data, and agrees that the Controller bears no liability in relation to these third-party privacy notice, nor in relation to any processing performed by these third-party controllers;
- (iii) acknowledges that the Controller may from time to time unintentionally collect or obtain Related Data which the Controller has no intention nor interest to process in view of the purposes described in the Fund Privacy Notice, but which the Controller may nevertheless store or transfer (the "Unsolicited Related Data"); undertakes to adopt all appropriate measures to prevent such Unsolicited Related Data to be collected or obtained by the Controller; and
- (iv) agrees that the Controller bears no liability for any damage suffered and resulting directly or indirectly from the processing of Unsolicited Related Data.

### **Data protection - Administrator declarations**

In order to provide services to the Fund, the Administrator needs to be able to share certain confidential information about you with its affiliates and branches and other recipients for certain purposes, as detailed in the Administrator's privacy policy.

The Administrator agrees to take all reasonable and customary measures to keep your information confidential and will require contractually other recipients to keep your information confidential (unless they are subject to the same legal requirements).

The Administrator may process personal data in relation to the Applicant (or their representatives or beneficial owners) pursuant to its privacy policy accessible at: https://www.northerntrust.com/united-states/privacy/emea-privacy-notice/detail. If you require further information in relation to the processing of data by the Administrator, please contact fundsmith-TA-lux@ntrs.com or at +352 28294 136.

I/we understand that the Fund and its agents/delegates (including the Administrator) may record or monitor telephone calls between me/us and the Fund and its agents/delegates, to ensure that instructions can be checked and that the Fund and its agents/delegates are meeting their service standards or any legal requirements.

## Outsourcing

In order to fulfil its role, the Administrator outsources certain tasks (including but not limited to operational, administrative and control functions, reporting, risk management, legal and regulatory compliance, client/investor services, tasks relating to group management, control functions and support functions, business continuity, product development, IT and other technical support) to affiliates or branches from the Northern Trust group and third parties which may be located outside Luxembourg (and potentially the EEA) (more information on these sub-contractors can be found on the following website https://locations.northerntrust.com/index.html).



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**APPENDIX 2 - continued** 

## **Respecting your privacy**

As a matter of policy, the Fund, the Management Company and/or the Administrator do not disclose any personal or account information provided by shareholders or gathered by them to non- affiliated third parties, except as required for their everyday business purposes, such as to process transactions or service a shareholder's account, or as otherwise permitted by law. As is common in the industry, non-affiliated companies may from time to time be used to provide certain services, such as preparing and mailing Prospectuses, reports, account statements and other information, and gathering shareholder proxies. The Fund, the Management Company and/or the Administrator may also retain non-affiliated financial services providers to market the shares and we may enter into joint-marketing arrangements with them and other financial companies. The Fund, the Management Company and/or the Administrator may also retain marketing and research service firms to conduct research on shareholder satisfaction. These companies may have access to a shareholder's personal and account information, but are permitted to use this information solely to provide the specific service or as otherwise permitted by law. The Fund, the Management Company and/or the Administrator may also provide a shareholder's personal and account information to their respective brokerage or financial advisory firm, depositary, and/or to their financial advisor or consultant.

## **Sharing information with affiliates**

The Fund, the Management Company and/or the Administrator may share shareholder information with their affiliates in connection with their affiliates' everyday business purposes, such as servicing a shareholder's account, but their affiliates may not use this information to market products and services to you except in conformance with applicable laws or regulations. The information the Fund, the Management Company and/or the Administrator share includes information about their experiences and transactions with a shareholder and may include, for example, a shareholder's participation in the Funds or in other investment programs, a shareholder's percentage ownership of certain types of accounts, or other data about a shareholder's transactions or accounts.

But also the following type of information:

- surname, first name, domicile, address, nationality, date and place of birth, profession (in case of legal persons: corporate name, address of registered office, registration number with the relevant corporate registry, date and place of incorporation, nationality, legal form, shareholder structure);
- information on identification documents: issuance numbers, date and place of issuance, duration of validity and copies of such documents (in case of legal persons: deed and articles of incorporation, excerpts from corporate registry, shareholder register);
- tax domicile and other tax-related documents and information, including FATCA and/or CRS status; and
- transactions, assets and orders and communications relating thereto;

The affiliates, of the Management Company and/or the Administrator, in turn, are not permitted to share shareholder information with non-affiliated entities, except as required or permitted by law.

Accordingly, I/we authorise the Administrator to disclose to its affiliates and branches in the EU and the EEA and outside the EEA (in particular in India, Ireland, Hong Kong, the Philippines, Singapore, United Kingdom and the United States of America), information on you, your investors, beneficial owners and representatives. The Administrator will take all reasonable steps to ensure an affiliate or branch treats such disclosed information as confidential.

## **Data protection - Management Company Declarations**

In order to provide services to the Fund, the Management Company needs to be able to share certain confidential information about you with its affiliates and branches and other recipients for certain purposes, as detailed in the Management Company's privacy policy.

The Management Company agrees to take all reasonable and customary measures to keep your information confidential and will require contractually other recipients to keep your information confidential (unless they are subject to the same legal requirements).

The Management Company may process personal data in relation to the Applicant (or their representatives or beneficial owners) pursuant to its privacy policy accessible at: https://www.fundrock.com/policies-and-compliance/privacy-policy/. If you require further information in relation to the processing of data by the Management Company, please email FRMC\_CRM@fundrock.com.





#### **APPENDIX 2 - continued**

## **Email dealing facility**

This facility enables the Applicant(s) to send duly signed dealing instructions for trading in the Fund (subscriptions, switches, transfers and redemptions, excluding initial applications) to the Administrator in the form of a portable document format ('PDF') or a commonly used equivalent scanned form, transmitted via email and to have them acted upon instead of the usual requirement of physically delivering original signed instructions or sending them by facsimile.

By choosing email dealing, I/We confirm:

- I/We understand and agree that the Fund and the Administrator will rely on such electronic instructions received in good faith without further enquiry.
- I/We authorise the Fund and the Administrator to rely on such electronic instructions, based on the terms contained under this section. If further clarification is required, this includes the right for the Fund and the Administrator to request original documentation.
- I/We understand and accept that electronic communications are not a secure form of communication and may be intercepted, altered or corrupted by unauthorised persons.
- I/We understand and accept that using and relying on electronic communications involves increased risk of fraud and of miscommunications including
  those due to a telecommunications system or equipment failure, misdirected communications or illegibility of the instructions or documents.
- I/We understand that I/we may still elect at any time to deliver originals either physically or by facsimile.
- I/We do not receive (i) a prompt automatic email confirmation back from the Administrator associated email address that is specified in the Application Form and (ii) a telephone call or an email confirmation from a representative of the Administrator within twenty four hours (the "Confirmation Period"), if such instructions are sent on business days in Luxembourg between 9:00am and 6:00pm (CET) and if sent at any other times, the Confirmation Period will start the following business day in Luxembourg from 9:00am (CET), confirming the receipt of such dealing instructions. I/We will follow-up via telephone on +352 28 294 136 or email to fundsmith-ta-lux@ntrs.com whether the Administrator has received such email dealing instruction.
- If sending dealing instructions via email, I/we undertake to ensure that the email is sent from an address provided to the Administrator by me/us above in this Application Form, email subject line shall only read "Email dealing" and the documents attached to such email are in PDF or other commonly used equivalent scanned format.

### Right of the Fund and the Administrator to not act on facsimile, emails and/or copies

I/We understand and agree that the Fund or the Administrator or both may choose not to rely on electronic communications. If this is the case, the Fund and the Administrator agree that, whichever of them elects not to act upon the electronic communications, they will try to contact us on the same day to advise us of their decision. I/We will not hold the Fund or the Management Company (and they will not be) responsible if they choose not to act on electronic instructions, even upon signing up for email dealing to the email address given by me/us herein.

## Allocation of risk

I/We agree to bear the risks associated with using and relying on electronic communications and that the Fund or the Administrator will not accept any responsibility for any use of an incorrect email address, interception, failure, alteration or corruption of the electronic instructions, non-receipt of the electronic instructions, failure of the technical infrastructure, or any allotment, transfer, payment or other act done in good faith in accordance with electronic instructions.

If the Fund or the Administrator incur a loss of any nature due to their acting or failing to act on electronic communications received from me/us or due to equipment failure or any circumstances beyond the control of the Fund or the Administrator, I/we will indemnify and keep indemnified the Fund and/or the Administrator from all such loss.





## **Appendix 3 – Declarations and legal information**

## **Important information**

Please note we strongly advise investors to read and consider the current Prospectus, the KID, and the Articles before completing this Application Form. Where it is necessary for us to hold money on your behalf, we will do so in a segregated client account without paying interest.

By signing above the Applicant hereby states, represents and warrants that all of the representations, warranties and covenants made in this application are true and correct.

## **KID (Key Information Document)**

I/we understand that the KID is a pre-contractual document that contains key information to help me/us to understand the nature and the risks of the investment and that I/we must receive a copy thereof to make an informed investment decision before investing in the relevant class of shares of the Fund.

I/we hereby confirm by signing above that I/we have read and understood the latest version of the KID corresponding to my/our investment in the Fund and hereby consent to the provision of the KID on an ongoing basis through the website https://www.fundsmith.eu/forms/

## **Acknowledgement and declarations**

I/we acknowledge that the details set out above are true and correct and the investment in the Fund reflects my/our wishes accurately.

I/we acknowledge that this application is made on the basis of and subject to the current Prospectus of the Fund, a copy of which was offered, received, read and understood by me/us and to the provisions of the Articles and the relevant KID.

I/we hereby declare that (i) the Fund's shares are not being acquired in violation of any applicable law or regulation in the jurisdiction in which I/we am/are resident or domiciled, (ii) I/we am/are fully informed as to the tax consequences of acquiring, owning and redeeming the Fund's shares in the jurisdiction in which I/we am/are resident or domiciled and (iii) the Fund's shares will not be owned beneficially by a person under 18 years of age.

I/we declare that I/we am/are not a United States or Canadian Person and I/we am/are not acquiring shares for the account or benefit of any United States or Canadian Person or with a view to their offer, sale, transfer or delivery, directly or indirectly, in the United States or Canada to or for the benefit of any United States or Canadian Person (as such a term is defined in the Prospectus).

I/we understand that income received and redemptions paid will only be made to the registered shareholders(s).

I/we accept that no third party payments will be made.

I/we acknowledge that the Fund, the Investment Manager, the Global Distributor, the Promoter, the Depositary and the Administrator (as defined in the Prospectus) shall be held harmless and indemnified against any loss arising as a result of any acquisition by me/our shares in violation of any applicable law or regulation in the jurisdiction in which I/we am/are resident or domiciled.

I/we acknowledge that due to legislation aimed at combating money laundering and terrorist financing in force in Luxembourg, the Administrator will require proof of identity before this application can be processed. I/we have read and understood the provisions in this Application Form entitled Regulatory Requirements and provided the required information and documentation to the Administrator.

 $I/we \ understand \ that \ failure \ to \ provide \ requested \ documentation \ may \ result \ in \ the \ withholding \ of \ redemption \ proceeds.$ 

I/we declare that I/we will provide the Fund with any documentation, information, waivers and certifications that the Fund may request concerning or relating to (a) sections 1471 to 1474 of the Internal Revenue Code of 1986 (the 'Code'), as amended, or any associated regulations or other official guidance, (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States of America and any other jurisdiction which (in either case) facilitates the implementation of paragraph (a); or (c) any agreement pursuant to the implementation of paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction (collectively 'FATCA').

I/we will notify the Fund within 30 days of the occurrence of any change in circumstances that causes any documentation, information, waiver or certifications provided by the above signed pursuant to the preceding sentence to be incorrect, obsolete or invalid and (ii) promptly provide corrected information and execute and deliver updated and valid documentation, waivers and certifications upon the occurrence of any change in circumstances described in clause (i) hereof.





**Appendix 3 - Declarations** 

### **Acknowledgement and declarations** continued

I/we hereby give the Fund and the Administrator, acting in its capacity as Administrator of the Fund, the instruction to provide the Fund with their shareholding positions in the Fund together with my/our complete name and details on a regular basis. I/we kindly ask the Fund and the Administrator to provide such reporting on the frequency determined by the Fund from time to time until such time as any written instruction to the contrary is provided from me/us.

I/we acknowledge that the Fund's shares have not been and will not be registered under the 1933 Act or any United States State Securities Laws.

I/we hereby understand that, the Fund's shares will be issued in non-certificated form, and a holder number will be allocated to me/us on the contract note issued by the Administrator and I/we must quote this number on all correspondence with the Administrator which shall not act upon any instruction unless it contains such holder number.

I/we confirm that I/we have read and understood the information contained in this Application Form and request the Administrator to act in accordance with the my/our instructions. I/we confirm that this application is made on the basis and subject to the latest Prospectus as supplemented by country specific annexes (if any), the relevant KID for the relevant share class, the Articles, the financial reports and the semi-annual report of the Fund.

I/we acknowledge and agree that an investment in the Fund should be regarded as long term in nature and should form only part of a balanced investment portfolio – it is only suitable for experienced investors who appreciate the risks involved. I/we may not recoup the amount originally invested.

I/we acknowledge that I/we am/are prepared and able to assume the particular risks inherent in an investment in the Fund.

I/we acknowledge that where Fund's shares are issued to and held within a recognized clearing and settlement system, my/our name will not appear on the Fund's register. My/our shares will be held in a nominee capacity that may differ depending on the arrangements the Fund has made with the specific recognised clearing and settlement system.

I/we acknowledge that I/we may, in such case, not be able to fully exercise their rights directly against the Fund.

If payment in full has not been received by the Administrator by the date and time as set out in the relevant Fund Prospectus, the Company and/or the Administrator reserves the right to charge the applicant for any resulting loss incurred by issuing a claim of interest.

I/we shall indemnify the Fund against any loss arising to it as a result of, or in connection with, any breach by me/us of these declarations.

## **Applicable law and Jurisdiction**

This Application Form shall be enforced, governed and construed in all respects in accordance with the laws of the Grand-Duchy of Luxembourg. Any dispute, controversy or claim arising out of or relating to this Application Form shall be submitted to the jurisdiction of the courts of the district of Luxembourg.

## **Complaints**

Any complaint can be raised to the attention of the Administrator. A copy of the complaints procedure explaining how complaints will be dealt with is available on our website.

We would like to bring to your attention that if you have not received an acknowledgement of receipt, an answer, or a satisfactory response to your complaint you can file a request for out-of-court complaint resolution with the CSSF. The escalation procedure before the CSSF and required forms are available on the website of the CSSF.





## Appendix 4 - Additional information: valuation, fees, and charges

The below is designed to provide an overview of the fees, charges, and valuation methodology of the fund. Further information is provided in the Prospectus and Key Information Document (KID) which should be read before investing. Investors resident in the Republic of South Africa should also read the Minimum Disclosure Document (MDD).

### **Investment objective**

The SICAV is an open-ended investment company incorporated under the laws of Luxembourg as a Société d'Investissement à Capital Variable ("SICAV") in accordance with the provisions of Part I of the UCI Law. The SICAV was incorporated for an unlimited period on 28 October 2011 under the name of Fundsmith Equity Fund Feeder. The SICAV changed its name to Fundsmith Equity Fund SICAV on 29 March 2019 and the Articles were amended on 22 March 2019.

The Fundsmith Equity Fund and the Fundsmith Sustainable Equity Fund, both sub funds of Fundsmith SICAV ("Fund") are actively managed, which means that the investments are selected at the discretion of the investment manager. The investment objective of the Fund is to achieve long-term growth in value. The Fund will invest in equities on a global basis. The Fund's approach is to be a long-term investor in its chosen stocks. It will not adopt short-term trading strategies. The Fund has stringent investment criteria which the Investment Manager adheres to in selecting securities for the Fund's investment portfolio. These criteria aim to ensure that the Fund invests in:

- · high quality businesses that can sustain a high return on operating capital employed;
- · businesses whose advantages are difficult to replicate;
- businesses which do not require significant leverage to generate returns;
- · businesses with a high degree of certainty of growth from reinvestment of their cash flows at high rates of return;
- · businesses that are resilient to change, particularly technological innovation; and
- · businesses whose valuation is considered by the Investment Manager to be attractive.

## How the NAV and price are calculated

The Net Asset Value of each Class and each Sub-fund will be calculated by the Administrator as of each Valuation Day in accordance with the Articles. The Net Asset Value of each Class will be expressed in the relevant Reference Currency of the relevant Class in a Sub-fund.

The Net Asset Value of each Sub-fund shall be determined by valuing the assets of the Sub-fund (including income accrued but not collected) and deducting the liabilities of the Sub-fund, subject to adjustment to take account of assets and/or liabilities attributable to the Sub-fund.

The Net Asset Value per Share of each Sub-fund shall be calculated as of the Valuation Day by dividing the Net Asset Value of the Subfund by the total number of Shares in issue or deemed to be in issue in that Sub-fund as of the relevant Valuation Day and rounding down the resulting total to two decimal places (after the cents) or such number of decimal places as the Directors may determine.

The Subscription and Redemption Price per Share will be equal to the Net Asset Value per Share as of the relevant Valuation Day. The Net Asset Value per Share applicable to any Dealing Day will be calculated, available and published after the Cut-Off Time for that Dealing Day. As a result, subscription and redemption requests shall be submitted at an unknown Net Asset Value.

## **Risk Warning**

Investors should note that collective investment schemes are generally medium to long-term investments. The value of participatory interests or the investment may go down as well as up and past performance is not necessarily a guide to future performance. Collective investment schemes are traded at ruling prices and can engage in borrowing and scrip lending. A schedule of fees and charges and maximum commissions is shown on the Key Information Document and Minimum Disclosure Document. These are available on request addressed to fundsmith-ta-lux@ntrs.com or to 10 rue du Château d'Eau, L-3364 Leudelange, Grand Duchy of Luxembourg for the attention of Northern Trust Global Services SE.

The SICAV does not provide any guarantee either with respect to the capital or the return of a portfolio. A description of the risks factors associated with investing in the SICAV are detailed in Section 20 of the Prospectus.





## Appendix 4 - Additional information: valuation, fees, and charges

## **Fees and charges**

The total expense ratio ("TER") compares all operating expenses with the average net asset value of each Sub-Fund. The annualised TERs for each share class of the SICAV - Fundsmith Equity Fund and the SICAV - Fundsmith Sustainable Equity Fund are shown below. In addition to the Annual Management fixed fee, there are a number of other applicable fees and charges comprising depositary fees, administrator fees, local taxes and operating expenses and fees. The SICAV does not charge initial fees; performance fees; or advisory fees.

For the year ended 31 December 2024 these are specified in the table below:

	Total Expense Ratio	comprising	Annual Management fixed fee	Other applicable fees & charges
Fundsmith Equity Fund				
T Class Accumulation and Income Shares (EUR, USD)	1.08%		1.00%	0.08%
I Class Accumulation and Income Shares (EUR, CHF, GBP, USD)	0.94%		0.90%	0.04%
R Class Accumulation and Income Shares (EUR)	1.58%		1.50%	0.08%
R Class Accumulation and Income Shares (USD)	1.59%		1.50%	0.09%
Fundsmith Sustainable Equity Fund				
T Class Accumulation Shares (EUR)	1.10%		1.00%	0.10%
T Class Income Shares (EUR)	1.07%		1.00%	0.07%
I Class Accumulation Shares (EUR)	0.97%		0.90%	0.07%
I Class Income Shares (EUR)	0.96%		0.90%	0.06%
I Class Accumulation Shares (CHF)	0.97%		0.90%	0.07%
I Class Accumulation and Income Shares (GBP, USD)	0.97%		0.90%	0.07%
R Class Accumulation Shares (EUR)	1.61%		1.50%	0.11%
R Class Income Shares (EUR)	1.56%		1.50%	0.06%