

# Bahrain Mutual Funds Transactions

## Subscription Agreement, Client Representations and Investment Risks

Thank you for contacting Citi International Personal Bank ("Citi IPB") to place an order in a mutual fund (the "Order").

**You will be provided with a Key Investor Information Document and prospectus for each mutual fund you wish to purchase.**

**You should not enter into an Order without first reading these documents and ensuring you understand the important information they contain.**

**You must also carefully read the General Terms and Conditions, the Fund Terms (set out in Schedule 1: Product Specific Terms and Conditions of the General Terms and Conditions) and the Fee Schedule applicable to your account with Citi IPB as well as this subscription agreement. Citi IPB intend to rely on these documents, so you should not enter into an Order if you do not understand anything or if you have any questions.**

**If you do have any questions, please contact your Citi IPB Relationship Manager before proceeding.**

### Subscription agreement

1. In this subscription agreement, defined terms have the meaning set out in the General Terms and Conditions applicable to your account unless otherwise stated.
2. This subscription agreement forms part of the contractual Agreement between you and Citi IPB.
3. Each Order will be subject to the terms set out in the General Terms and Conditions, the Fund Terms, the Fee Schedule and this subscription agreement.
4. You confirm that you have received details of the mutual funds in which you are going to subscribe, including a copy of the prospectus for each fund.
5. You understand and accept that any dividends received by Citi IPB in respect of your Order may not be passed on to you, but used to purchase additional shares or units in the fund or unit trust relating to your Order.
6. You confirm your preference to obtain periodic financial information, if applicable, in relation to the mutual fund directly from the website of the fund house, details of which are set out in the Key Investor Information Document and the prospectus. You understand that if you face any difficulty in obtaining this information from the website of the fund house, you may contact your Citi IPB Relationship Manager who will be able to assist you. You also understand that having access to Citibank Online enables you to check on the last updated value of the fund units held by you.
7. You agree that the records of your account and your Orders may be maintained outside of the Kingdom of Bahrain.
8. You are aware that, for Orders where no investment advice is given, Citi IPB will receive trail commission from the product provider which is charged as an annual management fee on your mutual fund investment. You understand that such trail commission is paid to Citi IPB to cover our ongoing administrative costs involved with your investment account with us. Further details of this trail commission are available on request. Please contact your Citi IPB Relationship Manager if you require more information on this.
9. This subscription agreement and any non-contractual obligations arising from or connected with it shall be governed by the governing law clause of the General Terms and Conditions applicable to your account.

### Account Holder Information

Account Holder name: \_\_\_\_\_

Joint Account Holder name  
(if applicable): \_\_\_\_\_

Citi IPB  
Account Number: \_\_\_\_\_

Account Title: \_\_\_\_\_

# Order Details

I/we hereby apply to invest the amounts indicated below, in the following mutual fund investments:

Fund Name / ISIN	Product Risk Rating	Currency	Class	Investment amount (including any loan amount)	Advice fee* (if Advisory Services have been received)	Transaction fee*	Total amount to be debited from Citi IPB Account**	Indicate the loan amount if leveraged***.

\*as a percentage of the investment amount.

\*\*Total amount to be debited = investment amount + advice fee + transaction fee.

\*\*\*If you wish to apply for a loan, please complete a separate leverage form.

You authorise Citi IPB, on your behalf, to debit the investment amount and applicable fees from your Citi IPB Account:

Account number \_\_\_\_\_

at Citibank N.A., London branch, Citibank N.A., Jersey branch or their affiliates.

## Client representations

Before placing this Order, we would like to remind you of the representations you made to us when you entered into the General Terms and Conditions applicable to your account with Citi IPB. These representations will apply to the Order you are about to place.

Representations are personal statements, assurances or undertakings given by you to Citi IPB on which Citi IPB relies when it deals with you. You make the following representations every time you place an Order with Citi IPB:

- You understand that you are not under any obligation to buy any investments through Citi IPB or any affiliated company. You can take away a copy of your asset allocation and/or the list of funds made available by Citi IPB without having to place an Order and you are free to obtain advice and execute your investments with a broker or adviser of your own choosing;
- You acknowledge that Citi IPB will be acting as your agent, but in its sole name and without prejudice to any security rights relating to any investment;
- You have made all enquiries and received all the advice (including financial or tax advice) you think necessary to place this Order;
- You acknowledge that once you have spoken to your Relationship Manager and confirmed (a) the details of your Order and (b) that you have read all the documentation you have received in connection with your Order (including this Client Representations and Investment Risks document) and you will not be able to cancel your Order;
- You understand that Citi IPB may refuse your Order and that the validity of any Order is subject to the receipt of cleared funds by the fund, unit trust, or counterparty relating to your Order;
- You understand and accept that any dividends received by Citi IPB in respect of your Order may not be passed on to you, but used to purchase additional shares or units in the fund or unit trust relating to your Order;

- You confirm that you are not a United States (U.S.) citizen or resident or otherwise a U.S. person for the purposes of the United States Securities Act 1933, as amended from time to time, and you accept that investments in the fund(s) or unit trusts relating to your Order may not be held or transferred to a U.S. person and you agree to inform Citi IPB if, at any time, you become a U.S. person;
- Where your Order relates to funds registered in Ireland, you declare that you are not an Irish tax resident and you agree to inform Citi IPB if, at any time, you become an Irish tax resident;
- You declare that there are no regulatory impediments in relation to your country of residence or citizenship prohibiting you from placing this Order and you agree to inform Citi IPB if, at any time, your circumstances in this regard change;
- Where your Order relates to funds or unit trusts registered in Luxembourg, you acknowledge that the shares or units of the fund will be registered in the name of Citi IPB or its agent, acting as your nominee. However, you confirm that you understand that you may directly invest in the fund or unit trust without using the nominee service offered by Citi IPB and, furthermore, you may claim a direct entitlement to your shares or units registered in Citi IPB's name, where it is acting as your nominee;
- You understand that any interest, dividends, and other income and capital gains from units or shares in fund or unit trusts may be subject to taxes, including withholding taxes. You agree that Citi IPB and its appointed nominees or agents may withhold the amount of these taxes from payments to you. If your available assets with Citi IPB do not cover the tax liability, you agree to provide Citi IPB on demand with any additional funds required;
- You acknowledge that, unless otherwise agreed with you, or we are required by Applicable Law, Citi IPB and/or any nominee or agent it appoints in relation to your Order, is not obliged to inform you of any shareholder communications which it may receive as a shareholder or unit holder in a fund or unit trust nor take any action in relation to such communications, where this is applicable to your Order. In particular, unless otherwise agreed with you, or we are required by Applicable Law, Citi IPB and its appointed nominees or agents will not be obliged to consult you in relation to exercising the voting rights attached to the units or shares in the fund or unit trusts in which you invest and shall have complete discretion as to whether to exercise such voting rights at all; and
- You accept that Citi IPB does not warrant the performance or profitability of your Order or the relevant fund(s) or unit trust(s). You accept that you are solely responsible for paying taxes or withholding taxes arising from the purchase or sale of the units or shares in fund or unit trusts. In addition, you understand that Citi IPB has no obligation to reclaim for you any excess taxes withheld.

## General investment risks

There are risks associated with every investment. You must ensure that you read the risks described below as these may have an impact on your Order. However, the notice set out below cannot disclose all the risks associated with your investment. You should not deal in the relevant investment unless you understand its nature and the extent of your exposure to risk. You should also be satisfied that the investment is suitable for you in the light of your own particular experience, objectives and financial circumstances.

- (a) You must be aware that the value of any investment can go down as well as up and that there is a degree of risk attached to investments (in which your chosen fund or unit trusts may invest). You may not get back all, or any part, of the principal amount you invested. You are reminded that past performance is not an indication of future performance.
- (b) Retail investment products (such as the mutual fund(s) to which your Order relates) are (i) not insured by any government agency; (ii) not a deposit or other obligation of, or guaranteed by, Citi IPB; and (iii) subject to investment risks, including possible loss of all, or any part, of the principal amount invested.
- (c) Foreign currency investments are subject to fluctuations, which may provide both opportunities and risks. You may experience a loss when you convert foreign currency back to your home currency.
- (d) There is a risk that you may have difficulty selling your investments at a reasonable price and, in some circumstances, it may be difficult to sell them at any price (i.e. it may be an illiquid investment). You must not invest in them unless you have carefully thought about whether you can afford them and whether they are right for you.
- (e) You accept that there is credit risk involved with all counterparties (including Citi IPB) involved in the distribution of your interests in the funds or unit trusts, arising from the potential insolvency and credit failing of those counterparties (including Citi IPB) which may result in part of, or the full amount of the principal amount you invested not being repaid to you.

## Leveraged investment risks

(applicable only if you are purchasing a fund using a leveraged lending facility)

### Leveraged Risk

If part of your initial investment amount is funded with a loan, you should be aware that leverage significantly increases risks. A relatively small market movement will have a proportionally larger impact on the investment amount that you have provided. This may work for you as well as against you.

### Margin Call Risk:

A variety of factors, including but not limited to: volatility, return rates and time will affect the price / value of the fund at any point of time. In accordance with the provisions of the Loan Terms and Conditions between you and us governing the credit and any margin requirements, you may be required at short notice to make additional margin deposits, or if this is not possible, to liquidate your positions at a significant loss.

## Important transaction disclaimers

### Non Advised Transaction

If you have not received investment advice from Citi IPB, please read and select the option below:

I/We acknowledge that I/we have instructed Citi IPB to proceed with this investment without having requested or received any advice or recommendation. Citi IPB will not assess whether the relevant product or service will meet my/our investment objectives, or whether I/we would be able financially to bear the risks of any loss that the product or service may cause. This means I/we will not benefit from the protection of the rules on assessing suitability.

### Transaction Against Advice

If you wish to proceed with the Order against Citi IPB investment advice, please read and select the option below:

I/We acknowledge that I/we wish to proceed with this investment purchase against Citibank N.A., London Branch or Citibank N.A., Jersey Branch advice. I/We understand that Citibank N.A., London Branch or Citibank N.A., Jersey Branch will proceed to make the purchase in question but that the product purchased may not be suitable. This could lead to exposure to risks outside my/our risk tolerance and/or financial profile and will mean that I/we will not benefit from the protection of the rules on assessing suitability. I/We acknowledge that Citibank N.A., London Branch or Citibank N.A., Jersey Branch has only considered whether I/we have the necessary knowledge and experience to clearly understand and accept the risks involved in the product or service.

### English language disclosure

All communications between you and us will be in the English language. We may, from time to time and only at your request, communicate with you in another language, but you acknowledge that we are not required to do this. Any communications from us to you in English will be binding on you even if we have communicated with you in another language previously and except where we agree to the contrary in relation to a specific communication, all communications from you to us in writing must be in English.

## Client signature

Signed by or on behalf of the client by their duly authorised signatory:

Signatory One

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signatory Two (if applicable)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Product Rating Definitions

The numeric product rating of a product is an indication of its risk on a scale of 1 to 6, where 1 is the lowest and 6 the highest risk category. This scale reflects the relative risk of products and is not intended to consider additional risk factors that are external to the product. Examples of such external factors include investments funded with loans and translation risk of products denominated in currencies other than the investor's home currency. Your Citi IPB Relationship Manager can provide further detail on the risk factors that have not been taken into account when determining the product rating. Your eventual decision to invest in a particular product should be based on your investment objectives, risk tolerance, knowledge and experience.

Higher product ratings will tend to primarily reflect greater volatility (i.e. fluctuation in value) of the market factors affecting the product's value than for lower risk products. Higher product ratings also apply to products that either have restrictions on early redemption or do not allow early redemption, or have other factors affecting the determination of a realisable market price.

The following descriptions provide general guidance on what product ratings are intended to indicate. Investors must understand that market conditions change and the product's risk may increase or decrease over its life. If you require further clarification on product ratings please ask your Citi IPB Relationship Manager.

Product Rating	Risk Indicator	Description of Product Rating Note: the descriptions and the term 'loss' as used below are intended to indicate the magnitude of a product's loss in capital value over a one year period under normal market conditions, in the event that a loss in capital value occurs.
1	Very Low	Risk of a relatively small loss and high certainty of being able to obtain a price at short notice which means the product can be sold quickly under normal market conditions.
2	Low	Risk of some loss mitigated by a reasonably high certainty of being able to obtain a price at short notice which means the product can be sold quickly under normal market conditions.
3	Moderate	Risk of moderate to significant loss associated with fairly volatile markets, mitigated by a reasonably high certainty of being able to obtain a price at short notice which means the product can be sold quickly under normal market conditions.
4	Moderately High	Risk of significant loss associated with higher volatility markets and the possibility of material event risks such as extreme market price changes and greater risk of corporate insolvency. Under normal market conditions there is a reasonably high certainty of being able to obtain a price but market conditions may change which means that it may be difficult to sell the product quickly.
5	High	Risk of very significant loss due to strategy and event risks. The product may have uncertainty of realisable value at any given time or restrictive redemption terms which means that it may not be possible to sell the product for a significant period of time or, for derivative products, additional investment of capital may be required to meet margin calls.
6	Very High	Risk of very substantial loss due to high strategy and event risks. The product may have material uncertainty of realisable value at any given time or lack of redemption rights which means that there is very substantial risk of loss in the event of a forced sale or, for derivative products, additional investment of capital may be required to meet margin calls.

**Investment products such as mutual funds are (i) not insured by any government agency; (ii) not a deposit or other obligation of, or guaranteed by, the depository institution; and (iii) subject to investment risks, including possible loss of the principal amount invested.**