

# Cantor Fitzgerald Ireland Ltd ("Cantor")

# Professional - Incorporated Charity Discretionary Account Opening Document

### **Corporate Entity**

### Your Application is broken into the following sections:

Section 1: Account Details

Your Account Details covering initial summary information and importantly how we classify you as a

client

Section 2: Financial Information and Financial Objectives

Your Financial Information and Financial Objectives

Section 3: Financial Experience

Your Experience as an Investor

Section 4: Risk Appetite

Our understanding of your Risk Appetite and Risk Tolerance

Section 5: Investment Objectives

Our understanding of your Investment Objectives arising from your Financial Objectives, your Financial

Experience and your Risk Appetite

Section 6: Client Details

a. Director/Beneficial Owners/Authorised Persons/Correspondence Details

b. Your Bank Details

Section 7: Acceptance and Board Resolution

Appendix 1: Client Checklist

Confirmation of Required Documents and AML details

**Post/Delivery** Return the completed application and required documentation to:

Cantor Fitzgerald Ireland Ltd, Cantor Fitzgerald House, 23 St Stephen's Green, Dublin 2,

D02 AR55

# RELEVANT SECTIONS MUST BE COMPLETED

# **Discretionary Account Opening Document**



Relationship Manager	Face to Face Meeting: Yes No DS	
	Tace to face Meeting. Tes No 199	
Section 1: Acc	count Details	
A Futh Buttle		
A. Entity Details	(PLEASE USE BLOCK CAPITALS)	
Type of Entity	Company with share capital Company Limited by Guarantee	
Legal Entity Name (hereafter 'the Client'	)	
Brief Description of E	ntity Activities	
Registered Address		
	Country:	
Dringinal Address		
Principal Address	Country:	
	Country.	
Tel:	Charity No.	
Country of Incorporation/Establis	hment Charities Regulatory Authority No.	
LEI Code (Legal Entity Identifier	Company No.	
Legal Entity Identifier	,	
B: Client Classifi	cation	
To Be Complete	d By Cantor Relationship Manager	
·	· , · · · · · · · · · · · · · · · · · ·	
We have designate	d the Client as a:	
We have designate	l de la companya de	PLEASE TICK
A. Per Se Profess	ional Client:	PLEASE TICK
A. Per Se Profess That is a client v	l de la companya de	PLEASE TICK
A. Per Se Profess That is a client v  1. The Client is a	ional Client: who in the first instance should be designated a Professional Client because:	PLEASE TICK
A. Per Se Profess That is a client of the Client is a lient of the client of the	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis:	PLEASE TICK
A. Per Se Profess That is a client of the client is a lient of the client of the	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000	PLEASE TICK
A. Per Se Profess That is a client of the client client of th	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000 OR	PLEASE TICK
A. Per Se Profess That is a client of the client	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000 OR essional Client:	PLEASE TICK
A. Per Se Profess That is a client of the client client o	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000 OR essional Client: who is by definition a Retail Client but wishes to be treated as a Professional Client	PLEASE TICK
A. Per Se Profess That is a client of the client is a client of the client is a a) balance she b) net turnove c) own funds  B. Elective Profess That is a client of the client's definite capable capable of the client's definite capable capabl	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000 OR essional Client: who is by definition a Retail Client but wishes to be treated as a Professional Client	PLEASE TICK
A. Per Se Profess That is a client of the Client is a client of the Client is a client of the Client is a client of the Client's definition of the Client's	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000  OR ssional Client: who is by definition a Retail Client but wishes to be treated as a Professional Client to eof: cision maker(s) having the requisite expertise, experience and knowledge to ensure that the client haking his/her own investment decisions and understanding the risks involved	PLEASE TICK
A. Per Se Profess That is a client of the Client Client o	ional Client: Who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000  OR ssional Client: Who is by definition a Retail Client but wishes to be treated as a Professional Client to eof: cision maker(s) having the requisite expertise, experience and knowledge to ensure that the client haking his/her own investment decisions and understanding the risks involved  als 2 out of the following 3 criteria carried out transactions, in significant size, on the relevant market at an average frequency	PLEASE TICK
A. Per Se Profess That is a client of 1. The Client is a a) balance she b) net turnove c) own funds  B. Elective Profess That is a client of as a consequence 1. The Client's definition is capable of mand 2. The Client fulform of 10 per	ional Client: who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000  OR esional Client: who is by definition a Retail Client but wishes to be treated as a Professional Client exe of: cision maker(s) having the requisite expertise, experience and knowledge to ensure that the client making his/her own investment decisions and understanding the risks involved  earlied out transactions, in significant size, on the relevant market at an average frequency quarter, over the previous four quarters	PLEASE TICK
A. Per Se Profession That is a client of 1. The Client is a a) balance she b) net turnove c) own funds  B. Elective Profession That is a client of as a consequence 1. The Client's decis capable of mand 2. The Client fulform as the Client of 10 per consequence b. the size of the client of the consequence of the client of th	ional Client: Who in the first instance should be designated a Professional Client because: large undertaking meeting two of the following size requirements on a company basis: eet total of EUR 20,000,000 er of EUR 40,000,000  OR ssional Client: Who is by definition a Retail Client but wishes to be treated as a Professional Client to eof: cision maker(s) having the requisite expertise, experience and knowledge to ensure that the client haking his/her own investment decisions and understanding the risks involved  als 2 out of the following 3 criteria carried out transactions, in significant size, on the relevant market at an average frequency	PLEASE TICK

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### **B: Client Classification** Continued

### 3. To Be Completed By Client (If Client Is Not a Per Se Professional Investor)

By ticking this box, the Client acknowledges to Cantor that the Client has requested to be treated as an Elective Professional Investor (please note Cantor will further communicate with you in this regard)

(Please note a retail client must state in writing to Cantor that they wish to be treated as a Professional Client and Cantor will provide a clear written warning of the protections which are lost as a consequence and which are noted below. As a first step Cantor must receive a confirmation separate to this Application Form that the client is aware of the consequences of losing such protection)

IMPORTANT: the Client has the right to be treated as a Retail Client if they so desire. Where a Client elects to be treated as a Professional Client the Client loses the following protections that are available to Retail Investors:

Area	Description of Protection Lost	Client Assent Noted
Assessment of Suitability and Appropriateness:	Investment firms are required to assess suitability and appropriateness for underlying retail clients. As a professional client is a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs, we will not perform the same level of review of suitability and appropriateness as we would if you were treated as a retail client.	
Investor Compensation Schemes	As a professional client you will be unlikely to avail of any investor compensation schemes for which a Retail Investor may be eligible. This means, in an extreme situation, for example in the event of a loss of assets by failure of our custodian, you may not be able to make a claim for compensation from an investor compensation scheme	
Nature and risks of Financial Instruments disclosures	While we seek to apply a consistent risk disclosure framework for all clients, it is likely that a different level of disclosures may be applied for professional clients as opposed to retail clients. This means you may receive less information than a retail client regarding the nature and risks of Investing in Financial Instruments.	

IMPORTANT: Should the Client's circumstances change such that the client believes that a professional Client classification is no longer applicable or appropriate; the Client must notify Cantor immediately in writing to this effect. Cantor cannot be held responsible for any adverse consequences of the Client failing to inform Cantor.

# RELEVANT SECTIONS MUST BE COMPLETED

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# Section 2: Financial Information and Financial Objectives

Annual Income/Expenditor Please provide best estimate for consideration of the proprovided will be assumed to	es for the required information bovision of the Client's discretionar	elow and please complete all sections. Plea y service and the suitability of the resulting	ase note that all detail is required g portfolios. Any answer not
Income/Expenditure*		Balance Sheet*	
Annual Expenditure	€	Property	€
Annual Income	€	Investments other than property	€
		Cash	€
Comprising		CdSII	
Charitable Donations	€	Liabilities (Net)	€
Rental Income	€	Net Assets	€
Investment Income	€		
Other	€		
Net Annual Income	€		
*per most recent Financial :	Statements		
Portfolio Size What is the Client's appro	oximate anticipated total port	folio size any, from your investment with Cantor	€

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# Section 3: **Experience**

A: Knowledge & Exper	rience Relev	ant to t	the Deci	sion Maker*	(PLEASE USE BLOCK CA	APITALS)	
Warning: The following inf for you. This is to enable us relevant.							
*Decision Maker is a person a holder, beneficial owner or a Knowledge & Experience for	authorised sign	atory. A gr	roup of tw	o or more natur	al persons are required		
(i) Please select your previo	us trading ex	perience: (	(You can se	elect more than	one option if applicable	<u>)</u>	
<b>EXECUTION ONLY</b> (no advice)	ADVISORY (broker advises, you decide)			<b>DISCRETIONARY/MANAGED</b> (broker agrees investment parameters with you and has discretion to transact)		NO PREVIOUS EXPERIENCE	
	[						
<b>Basic:</b> Have some knowledge <b>Good:</b> Have knowledge and h <b>Extensive:</b> Have knowledge a	nave traded ove and have traded	er a numbe d consisten	er of years. tly over the		THESE COLUMNS	S ARE MANDATORY	
FINANCIAL INSTRUMENTS	NONE**	BASIC	GOOD	EXTENSIVE	NUMBER OF YEARS EXPERIENCE	NUMBER OF TRADES IN THE LAST 5 YEARS (if 'zero' trades please note 0 in the box)	
Equities							
Corporate Bonds							
Government Bonds							
Investment Funds							
Structured Products							
Corporate Finance/ Unquoted Investments							
Derivatives (CFD's, Options, Futures)							
Illiquid Investments (Cannot be easily accessed and/onot traded on an exchange)	or						
**If you have selected NONE is EXEPERIENCE and NUMBER  (iii) If you have answered '0 attained your years experient	OF TRADES IN	THE LAST	5 YEARS  S IN THE L	AST 5 YEARS in			

No

Yes

**Investment Committee: Professional Qualifications or Experience** 

1. Does the Client have an advisory investment committee?

# ALL RELEVANT SECTIONS MUST BE COMPLETED

# **Discretionary Account Opening Document**



A: Investment Experience Continued	
2. Do you have a relevant professional qualification?	Yes No
If yes, please list qualification(s)	
3. Do you work as an investment manager/advisor?	Yes No No
4. Are you a member of a professional body? e.g. ACOI, LIA, IIB, Chartered Accountants Ireland etc.	Yes No

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# Section 4: Risk Appetite

A:	: Attitude to Risk To Be Completed By The Client (PLEASE USE BLOCK CAPITALS)		
1.	What is the Client's risk/return appetite?		
	To maximise returns, regardless of risk		
	To make good returns, with limited risk to my capital		
	To make returns which beat inflation, without significant risk to my capital		
	To protect my capital		
2.	How concerned would the Client be with a short-term (months) 10%-20% decline in your investment?		
	Not concerned		
	Slightly concerned		
	Moderately concerned		
	Extremely concerned		
3.	What level of capital loss* in the case of a market fall would the Client find acceptable in:		
	% Any 1 year period		
	% Any 3 year period		
	% Any 5 year period		
	% Any 10 year period		
	*this is to understand your tolerance for loss and is neither an expected level of loss or a guarantee that losses will not exceed a		
	specified level.		
4.	Which ONE of the following most accurately describes your investment profile?		
	Very Cautious Investor* You are risk averse. Your investment preference is to maintain the security of your capital. You acknowledge that this investment strategy is at the expense of potential capital gain or incremental income.  *This category is not 100% capital guaranteed		
	Cautious Investor		
	You are prepared to accept low levels of risk for the prospect of slightly higher returns.		
	Considered Investor  You are looking for a balance of risk and reward. You accept during periods of market risk potential losses may exceed by a multiple the potential income from investments.		
	Considered Risk Taker  You are willing to accept higher levels of volatility and fluctuations in the value of your investments for the prospect of higher returns. You accept that volatility in markets may result in loss in excess of the initial investment amount.		
	Risk Taker  You are willing to accept high volatility levels and fluctuations in the value of your investments for the prospect of higher returns. You acknowledge that in light of the unpredictable nature of stock markets your investment may carry an increased risk of potential loss in excess of the initial amount invested.		
5.	To be filled in by Cantor Relationship Manager		
	Client Risk Profile		
	Explanation of assigned Risk Profile		

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# Section 5: **Investment Objectives**

To Be Completed By The Client			
A. What is your investment time horiz	on?		
Between 1 and 5 years			
Between 5 and 10 years			
Greater than 10 years			
B. Which of the following best describ	es your investment objec	tive	
Capital Growth only			
Mix of Income with Capital Growth			
Income only			
Capital Preservation			
C. What is the Base Portfolio Currency	EUR GBP	USD	
<b>D. Permitted Investment Instruments</b> Please tick which instruments the entity wo	auld consider investing in w	ou may indicate more than one on	tion. If you do not coloct any
we will assume all are open to you.	raid Consider investing in, yo	ou may indicate more than one op	tion. If you do not select any
Equities	Structured Products	Illiquid	Investment Funds
Government Bonds	Corporate Bonds		ve Hedging Instruments
Investment Funds (May include Derivative	s) Unquoted Investmen	nts	
a divergence from the levels below and whoccasioned by market moves post investments			
Туре	Maximum % Portfolio	Туре	B. 1. 0/ D. (5.1)
Cash			Minimum % Portfolio
Government Bonds		Cash	Minimum % Portfoli
		Cash  Base Currency of Portfolio	Minimum % Portfoli
Equities			Minimum % Portfoli
Equities			Minimum % Portfoli
Equities			Minimum % Portfoli
Equities Investment Funds Investment Bonds			Minimum % Portfoli
Equities Investment Funds			Minimum % Portfoli
Equities Investment Funds Investment Bonds Corporate Bonds			Minimum % Portfoli
Equities Investment Funds Investment Bonds Corporate Bonds Unquoted Investments			Minimum % Portfolio
Equities Investment Funds Investment Bonds Corporate Bonds Unquoted Investments Illiquid Investment Funds Derivative Hedging Instruments			Minimum % Portfoli
Equities Investment Funds Investment Bonds Corporate Bonds Unquoted Investments Illiquid Investment Funds Derivative Hedging Instruments			Minimum % Portfoli
Equities Investment Funds Investment Bonds Corporate Bonds Unquoted Investments Illiquid Investment Funds Derivative Hedging Instruments Investment In One Security*	ition		Minimum % Portfoli
Equities Investment Funds Investment Bonds Corporate Bonds Unquoted Investments Illiquid Investment Funds Derivative Hedging Instruments Investment In One Security* Exposure to Any One Issuer*	ition		Minimum % Portfolio
Equities Investment Funds Investment Bonds Corporate Bonds Unquoted Investments Illiquid Investment Funds Derivative Hedging Instruments Investment In One Security* Exposure to Any One Issuer* Exposure To Any One Deposit Taking Institu	ition		Minimum % Portfolio



	ves, Restrictions and Fees Continued
1. Target Return  You prefer to seek a po still suffer losses but les performance your inves	ment Objective (Please select one)  sitive market return regardless of underlying market performance. In times of market weakness you is than those experienced by a full exposure to market indices and in times of market positive tment performance may be less than market indices.  num over indicated investment time horizon:
	¬
	 o return to be correlated with overall market performance, resulting in a performance that may exce sen markets but which will be exposed to the underlying volatility of markets.
Together with your Rela	ationship Manager, please chose the most appropriate market benchmark(s):
Market Benchmarks	% Allocati
Benchmark A: Name:	
Benchmark B: Name:	
Benchmark C: Name:	
Benchmark D: Name:	
Benchmark E: Name:	
. <b>Investment Strategy</b> Please confirm that a prop	osed portfolio and investment strategy was presented by Cantor



A	A. Investment Objectives, Restrictions and Fees Continued		
Н.	Ethical/Impact Investment Policy Do you wish us to apply your Ethical and Positive Impact Policy to your investments?		
	I/We have a strong ethical and impact investment bias accepting that this may increase the risk or reduce of the portfolio (your own or Cantor standard Ethical and Impact Investment Policy will be applied and poinvestments will be given priority over other investments)		
	I/We have a moderate ethical and impact investment bias (your own or Cantor standard Ethical and Impact will be applied and positive impact investments will be included providing they do not unduly effect the resist of the portfolio)	eturn or ir	ncrease the
	I/We prefer just a negative screening to exclude typically what are defined as non ethical investments or a Relationship Manager	s specified	d to your
	I/We do not have an ethical and impact investment bias (no Positive Impact or Ethical policy applied)		
I.	Leverage/Derivatives a) To be completed by the Client		
	• Is Cantor permitted to leverage your account?	Yes	No 🗌
	• Has your Relationship Manager explained the nature, type and risk, including losses, associated with such leverage?	Yes	No 🗌
	• Are leveraged or derivative investments permitted for efficient portfolio management or risk reduction?	Yes	No 🗌
	• Has your Relationship Manager explained the nature and type of such derivatives, how they operate, their potential cost and how they may reduce volatility, potentially improving risk adjusted performance?  b) To be completed by the Cantor Relationship Manager	Yes	No 🗌
	• Have you provided a written note to the client noting the use, risk and nature of leverage and /or derivatives as appropriate  Yes	No 🗌	N/A
J.	Suitability		
	<b>To be completed by Cantor Relationship Manager</b> Please outline the basis for the chosen Investment Objectives and why they are suitable for the client:		
K.	Investment Management Fees and Charges		
	1. Proposed Cantor Investment Management Fee as a % portfolio (excl VAT if appl):		%
	2. Proposed Cantor Transaction Fees as a % of each transaction (excl VAT if appl):		%
IIV	IPORTANT NOTES:		
• (	Proposed changes to these fees and charges will be noted in writing and will be applicable 21 days portion cantor have or will provide you with a Proposed Portfolio prior to investment outlining your propose strategy and this together with this application form will form part of your overall contract with Cantor and third party fees and charges.	d investn	nent

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### Section 6: Client Details

### Introduction

- 1. If there are more than 10 parties please provide details as per below. Please note changes to client details must be provided in writing and Cantor in the interests of protecting the Client retains the right to reject such changes until Cantor is satisfied that correct and valid instructions have been received.
- 2. A beneficial owner is defined as a person/entity who have 25% or more share holding OR voting rights in the entity.
- 3. An Authorised Person is an individual authorised to make representation or provide instruction to Cantor written or oral. Cantor will operate on the instruction of two Authorised Persons.
- 4. A Correspondent Recipient is assumed to be approved by the entity to receive account correspondence only. Account correspondence is defined as information such as: important account updates, quarterly valuations, etc.
- 5. Anti-Money Laundering documentation must be provided for for Two Directors, all Authorised Persons and all Beneficial Owners.
- 6. Cantor is committed to protecting your information. Our Privacy Notice which can be accessed at <u>cantorfitzgerald.ie/privacy</u> provides you with detailed information in relation to how the personal data we collect from you, or you provide to us, will be used and how it may be shared.

# A: Corporate Structure To Be Completed By The Client Is one or more Beneficial Owners of the client itself a corporate structure? Yes No If "Yes" please provide a copy of the Corporate ownership structure up to and including the ultimate beneficial owner(s)

### B: Client Details To Be Completed By The Client (PLEASE USE BLOCK CAPITALS) **Individual 1 Individual 2** Title Mr Mrs Ms Miss Other Title Mr Mrs Ms Miss Other Surname Surname Forename(s) Forename(s) Residential Residential Address Address **Nationality Nationality Email Email** Tel Tel Director Beneficial Owner Director Beneficial Owner Role Authorised Person **Authorised Person** Correspondence Recipient Correspondence Recipient If Authorised Person If Authorised Person **SIGNATURE SIGNATURE** Position/Title Position/Title If Beneficial Owner/Guarantor: If Beneficial Owner/Guarantor: % Shareholding/Guarantee % Shareholding/Guarantee AML Provided **AML Provided** Yes No Yes

ALL RELEVANT SECTIONS MUST BE COMPLET

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# **Discretionary Account Opening Document**



B: Client Details continued (PLEASE USE BLOCK CAPITALS)				
Individual 3  Title Mr Mrs Ms Miss Other	Individual 4 Title Mr Mrs Ms Miss Other			
Surname	Surname			
Forename(s)	Forename(s)			
Residential Address	Residential Address			
Nationality	Nationality			
Email	Email			
Tel	Tel			
Role Director Beneficial Owner	Role Director Beneficial Owner			
Authorised Person	Authorised Person			
Correspondence Recipient	Correspondence Recipient			
If Authorised Person	If Authorised Person			
SIGNATURE Position/Title	SIGNATURE  Position/Title			
If Beneficial Owner/Guarantor:	If Beneficial Owner/Guarantor:			
% Shareholding/Guarantee	% Shareholding/Guarantee			
AML Provided Yes No	AML Provided Yes No			

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B: Client Details continued (PLEASE USE BLOCK CAPITALS)				
Individual 5  Title Mr Mrs Ms Miss Other	Individual 6 Title Mr Mrs Ms Miss Other			
Surname	Surname			
Forename(s)	Forename(s)			
Residential Address	Residential Address			
Nationality	Nationality			
Email	Email			
Tel	Tel			
Role Director Beneficial Owner	Role Director Beneficial Owner			
Authorised Person	Authorised Person			
Correspondence Recipient	Correspondence Recipient			
If Authorised Person	If Authorised Person			
SIGNATURE Position/Title	SIGNATURE  Position/Title			
i osido, i ride	1 Satisfy Fish			
If Beneficial Owner/Guarantor:	If Beneficial Owner/Guarantor:			
% Shareholding/Guarantee	% Shareholding/Guarantee			
AML Provided Yes No	AML Provided Yes No			

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B: Client Details continued (PLEASE USE BLOCK CAPITALS)				
Individual 7  Title Mr Mrs Ms Miss Other	Individual 8  Title Mr Mrs Ms Miss Other			
Surname	Surname			
Forename(s)	Forename(s)			
Residential Address	Residential Address			
Nationality	Nationality			
Email	Email			
Tel	Tel			
Role Director Beneficial Owner	Role Director Beneficial Owner			
Authorised Person	Authorised Person			
Correspondence Recipient	Correspondence Recipient			
If Authorised Person	If Authorised Person			
SIGNATURE	SIGNATURE			
Position/Title	Position/Title			
If Beneficial Owner/Guarantor: % Shareholding/Guarantee	If Beneficial Owner/Guarantor: % Shareholding/Guarantee			
AML Provided Yes No	AML Provided Yes No			

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B: Client Details continued (PLEASE USE BLOCK CAPITALS)			
Individual 9	Individual 10		
Title Mr Mrs Mrs Ms Other	Title Mr Mrs Mrs Ms Miss Other		
Surname	Surname		
Forename(s)	Forename(s)		
Residential Address	Residential Address		
Nationality	Nationality		
Email	Email		
Tel	Tel		
Role Director Beneficial Owner	Role Director Beneficial Owner		
Authorised Person	Authorised Person		
Correspondence Recipient	Correspondence Recipient		
If Authorised Person	If Authorised Person		
SIGNATURE	SIGNATURE		
Position/Title	Position/Title		
If Beneficial Owner/Guarantor:  If Beneficial Owner/Guarantor:			
% Shareholding/Guarantee	% Shareholding/Guarantee		
AML Provided Yes No	AML Provided Yes No		
C: Bank Details (PLEASE USE BLOCK CAPITALS)			
To built bottom (LED 52 552 525 CK S WITH LES)			
Bank Name			
Bank Address			
Account Name			

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\*IBAN includes account number and sort code and is an international standard for identifying bank accounts across national borders. This is detailed on the bank statement.

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### Section 7: Acceptance and Board Resolution

### A: Resolutions of board of directors To Be Completed By The Client (PLEASE USE BLOCK CAPITALS)

We certify that at a meeting of the directors of \_\_\_\_\_\_ ("Client"), duly convened and held on the \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ , the following resolutions were duly passed and authority and acknowledgements noted

### 1. Authority to open a Securities dealing account

That an account or accounts be opened with Cantor Fitzgerald Ireland Ltd (Cantor) at 75 Stephen's Green, Dublin 2 based on the Investment Mandate comprising this Account Opening Document, the Terms and Conditions booklet, the Investment Portfolio and Strategy provided by Cantor, the Tax Documentation, the Conflicts of Interest Policy, the Order Execution Policy, Client Asset Key Information Document and the conditions below.

Any two Authorised Persons are approved to execute the Account Opening Document on the client's behalf and the Client has addressed any queries about any aspect of the Investment Mandate to Cantor for clarification and have sought independent advice if they feel appropriate to do so.

The Client confirms the information provided by the nominated decision maker in Section 3 Part A is correct and understands that this is the information that will be used to determine the knowledge and experience of the client.

### 2. Authority to Cantor

That Cantor be authorised and instructed to undertake the following:

- a. To act in accordance with the agreed Investment Mandate and to act on any instructions from the Authorised Persons as outlined in the Account Opening Document (or as varied from time to time in writing) with regard to the operation of the account in line with the investment mandate.
- b. To honour the following written instructions from Authorised Persons
  - i. Instructions to withdraw any or all money on any account or accounts of the Client with Cantor, subject to sufficient liquidity being available in the underlying investments.
  - ii. Instructions to amend the Investment Mandate.

### 3. Not to restrict Cantor's right to lien, etc.

The Client agrees that nothing in the arrangements between Cantor and the Client shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge or right of set-off.

### 4. To furnish Cantor with Client Constitution

That Cantor be furnished with an up-to-date copy of the Client Constitution and the Certificate of Incorporation.

### 5. To provide Client Details, etc.

That the Client Details provided are correct and valid and that Cantor will be notified immediately in writing, signed by an Authorised Person of any changes which may from time to time take place in these details and be entitled to act on any such notice and that until receipt of such notice Cantor may continue to treat the last list received as correct.

### 6. Change in Decision Maker

The Client undertakes to inform CFIL if the nominated decision maker is no longer valid (ie. is no longer a beneficial owner/authorised signatory of the client). On such an event, the client acknowledges that it is its responsibility to nominate a new decision maker for the purposes of providing the information in section 3 Part A for the assessment required.

### 7. To communicate resolutions to Cantor

That these resolutions shall constitute the Investment Mandate and shall remain in force until an amending instruction as accepted by Cantor or amending resolution as required by Cantor shall be passed by the Client board of Directors and a copy of such resolutions certified by any Director or the Secretary of the Client shall be communicated to Cantor. Cantor shall be entitled to accept a change in the Investment Mandate as notified in writing by two authorised persons.

### 8. Interpretation

That in this resolution the expressions Director(s) and Secretary shall be construed as Director(s) and Secretary of the Client and shall, in the case of Director(s) include Alternate Director(s) and in the case of Secretary, shall include any Joint Secretary, Assistant Secretary or Temporary Secretary.

### 9. Statements of Account

The Client agrees that it will examine all statements supplied by Cantor setting out transactions on any of its accounts within 30 days of dispatch by Cantor.

### 10. Entry of resolutions in minute book

We certify that the above resolutions have been duly entered in the minute book and signed by the Chairman and are in accordance with the Client Constitution and are, at this date, in full force and effect.

Please continue to next page

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A: Resolutions of board of directors Continued		
DIRECTOR'S SIGNATURE	DIRECTOR'S SIGNATURE	
Print Name	Print Name	
Date Signed DD MM YY	Date Signed DD MM YY	

### **B. Acknowledgement**

### **Authority and Acknowledgements**

That Authorised Persons be instructed to:

Sign this document noting that it will constitute a contract, both legally binding and enforceable, acknowledging that they have carefully read and understand the Investment Mandate which they have been presented with and have had an opportunity to consider and which the Client will be bound by including all terms and conditions thereto.

The Authorised Persons acknowledge on behalf of the client that:

(a) I/We have carefully read, acknowledge and understand the terms of the below listed documentation which I/we have been presented with and have had an opportunity to consider. I/We hereby agree that by signing this acknowledgement that I/we will be bound by all terms and conditions contained in the following documents:

Discretionary Terms and Conditions booklet:

- i. Terms and Conditions of Service
- ii. Conflicts of Interest Policy
- iii. Order Execution Policy
- iv. Information on Financial Instruments
- (b) The service description set out in the Terms and Conditions booklet incorporates the service to be provided by Cantor to me/us in its entirety, and for which I/we now hereby apply.
- (c) The risk profile, investment experience, financial information and restrictions provided in the Account Opening Document is a complete and accurate record of all information relevant and necessary to allow Cantor to provide discretionary service to me.
- (d) I/We acknowledge that Cantor will arrange for a nominee account to be opened with Pershing Securities International Limited on my/our behalf.
- (e) I/We confirm that the information provided to Cantor in respect of applying the appropriate risk strategy is accurate and undertake to notify Cantor in writing should there be a change in the assumptions used that should lead to a need for a change in the type and nature of investment advice and strategies used upon my/our account.
- (f) I/We may place orders on my/our account without direct instruction and that such orders are at Cantor's discretion within the terms of the Investment Mandate.
- (g) I/We accept that while Cantor will manage my/our assets prudentially, past performance is not a reliable indicator of future performance. I/We further accept that the value of this account may fall as well as rise and that as the account is invested in equities, extreme events could arise where I/we lose all or part of the value of the account.
- (h) I/We have been presented with and have had an opportunity to consider the **Client Asset Key Information Document** and I/we have carefully read, acknowledge and understand the arrangements Cantor have put in place for holding client assets and the risks associated with them.
- (i) I/We have been presented with a current rate card and I/we are aware that any changes to this will be updated to the Cantor Fitzgerald website for my/our reference.
- (j) Electronic Communications

By opening an account with Cantor Fitzgerald Ireland you are consenting to the electronic delivery of communications and documentation through our online portal, to which we will issue you the necessary access as part of account opening process. Within our online portal you can view your account information, transactions, documentation and communications.

If you do not want documentation issued to you electronically please tick the box below:

I/We wish to receive any communications and documentation issued to my/our client portal in paper format.

Please continue to next page

ALL RELEVANT SECTIONS MUST BE COMPLETED

# **Discretionary Account Opening Document**

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	B. Acknowledgement continued			
	documentation. These charges will be deducted from your	note if you choose NOT to avail of electronic communications through our online portal charges may be incurred for paper entation. These charges will be deducted from your account. Please see our rate card for further details.  By receive periodic documentation in paper format not related to this consent.		
	Client Acceptance AUTHORISED PERSON	AUTHORISED PERSON		
	Print Name	Print Name		
\	Date Signed DD MM YY	Date Signed DD MM YY		
	C: Receipt and acknowledgement by Cantor Re	elationship Manager		
I have reviewed the application and am satisfied that all necessary information has been provided by the Client and that where explanation is required I have provided a sufficient explanation to the satisfaction of the Client. I am satisfied that the various selections of the Client, based on the information provided are appropriate to the Client's financial experience and risk appetite and suitable for the Client's financial need and position.				
	Name Signature	e Date		
		DD MM YY		
(				

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email: ireland@cantor.com web: www.cantorfitzgerald.ie

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## **Appendix 1**

Client Checklist To Be Completed By The Client		
1.	Please enclose the following (Documents must be certified if the entity is NON Irish):	
	A Copy of the latest Audited Accounts	
	B. Copy of Constitutional Documents	
	C.Copy of Certificate of Incorporation	
	D.Copy of the Company's register of shareholders/members**	
	**If any of the shareholders/members with 25% or more holding is a corporate entity, please provide the certificate of incorporation, constitutional documents for this entity including a company structure chart showing the ultimate beneficial owners.	
	E. Certified copy* of registered office address – <b>MUST</b> be a bank statement that matches the IBAN provided on the application form	
	F. (i) Certified copy* ID (Passport/Drivers Licence) - please ensure it is in date.	
	(ii) Two certified copies* or two originals of the bills listed below issued in the last 6 months and with the same address as noted on the application. (Only one proof of address is required if you have met with your consultant).	
	• Gas, electricity, phone or motor insurance certificate/home insurance certificate/tax certificate	
	Bank statement from any Irish Bank	
	Social insurance document or Revenue Commissioners document	
	*Must be stamped and certified to be a true copy of the original by Garda, Solicitor or Cantor member of staff	
	For Two Directors	
	For All Authorised Persons	
	For Each of ultimate beneficial owner(s) who have 25% or more shares or voting rights of the company	
2.	Client Taxation Document	
3.	Evidence of trading experience for an Elective Professional Investor	



# CLIENT ASSETS KEY INFORMATION DOCUMENT

### 1. Introduction

When Cantor Fitzgerald Ireland Ltd ("CFIL" or the "firm") provides investments services to you as our client under our terms of business, we have regulatory responsibility over client assets (both funds and financial instruments) in your account with us.

### 2. An explanation of the Regulations

The manner in which we handle your assets is governed by Part 6, Client Asset Requirements, of the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Investment Firms) Regulations 2023 (SI No. 10 of 2023) and Schedule 3 Safeguarding Client Financial Instruments and Funds, EU MiFIR 2017. In addition, the CBI has issued a Guidance Note on the Central Bank Client Assets Regulations. These documents can be found on the CBI Website at the following web address:

https://www.centralbank.ie/regulation/industry-market-sectors/client-assets

The regulations require CFIL to provide you with a Client Assets Key Information Document ("CAKID") with the below objectives:

- Explain the key features of the regulatory regime that applies to the safeguarding of client assets.
- Explain what constitutes client assets under that regime.
- Explain the circumstances in which that regime applies and does not apply.
- Explain the circumstances in which the investment firm will hold client assets itself, deposit client assets with a third party and deposit client assets with a third party outside the State.
- Explain the arrangements applying to the holding of client assets and the relevant risks associated with these arrangements.

Please read this document in conjunction with the firm's terms of business.

### **Key Principles of the Client Asset Regulations**

The purpose of the Regulations is to regulate and safeguard the handling of client assets to enable swift and safe return of these assets to the clients. However, it is important to note that it can never fully eliminate all risks relating to client assets some of which are identified in Section 6 below.

The key principles of these Regulations require that:

- client assets are segregated from the firm's own assets through registration of client assets in designated client asset accounts with the relevant institution holding the assets.
- all client assets are clearly identified in internals records and identifiable from the firm's own assets.
- we ensure the accuracy of both our records and those of the institutions holding the assets through regular reconciliations and daily calculations.
- we inform you through our terms of business and the CAKID of our arrangements and where relevant obtain your consent to the manner in which your assets are held.
- CFIL have appropriate risk management processes and systems, including documented policies and procedures to ensure that a
  risk- based approach is adopted in safeguarding your assets.

Cantor Fitzgerald Ireland Ltd is regulated by the Central Bank of Ireland and is a member firm of Euronext Dublin and the London Stock Exchange.



### 3. An explanation of what constitutes client assets under the Regulations

### Client Assets include both

- (i) Client Funds: Any money, to which you are beneficially entitled, which we have received from you or on your behalf. It includes cash, cheques or other payable orders, current and deposit accounts including pledged accounts you may have.
- (ii) Client Financial Instruments: Any financial instrument (for example, shares, bonds, and units held in collective investment schemes) held by us on your behalf including any held with a nominee.

The values assigned to your investments are not covered by these Regulations.

### 4. The circumstances in which the Regulations apply and do not apply

Client assets cease to be client assets where:

- a) they are paid, or transferred, to the client whether directly or into an account with a third party or a relevant party in the name of the client (not being an account which is also in the name of the investment firm); or
- b) where they are paid, or transferred, to a third party on the written instructions of the client and are no longer under the control of CFIL. In addition, acting in accordance with the terms of an investment management agreement or the completion of an order or application form will be considered to be a request from the client to pay the client assets to the relevant third party.

It is important to note that the Client Asset Regulations:

### Do apply:

- (i) For funds or financial instruments that have been received in respect of activities which are regulated financial services.
- (ii) Once a cheque or other payable order is received by the firm except where it is payable to a third party and transmitted by CFIL to that party.
- (iii) Once interest is received where it has been agreed in writing that it is payable on your client funds.

### Do not apply:

- (i) When funds or financial instruments have been received in respect of activities which are not regulated financial services.
- (ii) Where you have transferred full ownership of funds or financial instruments to cover or secure present or future, actual or contingent or prospective obligations.
- (iii) Where we receive a cheque or other payable order from you or on your behalf payable to a third party and we transmit that to the third party.
- (iv) Funds that are due and payable to the firm in accordance with our terms of business.
- (v) Where a cheque or other payable order received from you on your behalf is not honoured by the bank.
- (vi) Where funds have been paid to you or a nominated third party (within the limited circumstances such instructions can be undertaken). Please note that payments to third parties can only be done on written instruction from you. Completion of an order or application form is considered a request to pay a third party.
- (vii) Where financial instruments are registered in your own name and we are not providing safe custody.

# 5. An explanation of the circumstances in which the firm will hold clients' assets, hold client assets with a third party and hold client assets in another jurisdiction

Client Assets are never held directly by CFIL except where they have been received as part of the settlement process or held while in transit to the client or custodian.



Cantor Fitzgerald have entered into an agreement ("the Pershing Agreement") with Pershing Securities International Limited ("PSIL", "Custodian")), Riverside Two, Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, D02 KV60, www.pershing.ie on behalf of ourselves and each of our clients whereby PSIL has agreed to provide clearing and settlement, safe custody, and other associated services for clients whom Cantor introduces to them. PSIL are regulated by the Central Bank of Ireland and are bound by the Client Asset Regulations.

All client asset accounts are clearly designated as "Client Asset Accounts" in both the internal records of PSIL and the records of any of the institutions holding the assets.

Those assets must be identifiable from ours or PSIL's own assets.

### 5.1 Client Funds:

Funds received are lodged to a nomnibus Client Asset Account with an eligible bank or credit institution. This means that a number of client's funds are held in the same client asset account with the bank or credit institution. However, PSIL maintain detailed records identifying the amount being held for each client within the omnibus account. We refer to section 6 regarding the risks associated with omnibus accounts.

The funds are lodged to an account in the same currency as they are received unless PSIL do not have a client asset account in that currency and it would be unduly burdensome to open one. Amounts are converted at the rates prevailing when lodged to the Client Asset Account.

Where funds are received which include funds not qualifying as Client Funds the total funds are lodged to PSIL's client funds account but an immediate transfer is made of portion not deemed client funds to a non-client asset account.

Our preference is to receive funds by way of electronic transfer from clients. To facilitate this, details of PSIL's client asset bank account is provided to you.

### **5.2 Client Financial Instruments**

Where you have elected to use the safe custody services of PSIL, you consent that your investments will not be registered in your own name. Documents of title to your investments shall be held in physical or dematerialised form by PSIL or an Eligible Third Party.

Your investments will be held in a safe custody account designated as a client asset account and will be registered either in the name of

- (i) A nominee company owned by PSIL,
- (ii) A member of PSIL's group,
- (iii) An exchange which is a regulated market, or
- (iv) An Eligible Third Party, in accordance with the CBOI Client Assets Regulations. PSIL will exercise due skill, care and diligence in the selection, appointment and periodic review of any Eligible Third Party and the arrangements for holding and safekeeping of your investments, but PSIL shall not be responsible for any acts, omissions or default of any such Eligible Third Party save where such a default is caused by fraud, wilful default or negligence on the part of PSIL or its nominee company.

In some instances, due to the characteristics of a particular financial instrument it is not possible for PSIL to hold the assets within the Irish jurisdiction. In such cases they will be held with a custodian in the relevant jurisdiction. It is important to note that where assets are held outside this jurisdiction:

- (i) The Client Assets Regulations applicable may differ to those applicable within this state.
- (ii) The Investment Compensation scheme in operation in Ireland will not apply to any default by the foreign custodian.

PSIL hold client assets on a pooled nominee basis. Under this structure, the share register of the companies in which the underlying investors hold shares (investment companies) will show one entry for the nominee company. This entry will be the aggregate of all the individual investors' holdings. We refer to section 6 regarding the risks associated with omnibus accounts and where assets are held outside Ireland or the European Economic Area (EEA) as described above.

PSIL are obliged to keep a detailed breakdown of each individual investor's holding. The total of these holdings must equate to the aggregate on the investment company register.



The firm does not provide safe custody arrangements for the holding of share certificates in client's own names. Where the firm receives share certificates either from clients or on behalf of clients as a result of share transactions the firm immediately passes them to the client or relevant settlement agent. In such cases the firm maintains a log of all receipts and dispatch of share certificates.

# 6. The arrangements applying to the holding of client assets and the relevant risks associated with these arrangements

Your assets are held by PSIL in a specifically designated Client Assets Account within the institutions outlined above.

Transactions in respect of your assets may only be undertaken by the institution based on an instruction from Cantor Fitzgera ld. The principal risks associated with holding your assets in this manner include exposures relating to:

- Loss of financial instrument and /or client funds (The Assets):- the risk that those charged with safeguarding client assets fail to ensure clients assets are only released when authorized by the fund manager or agent on behalf of the underlying investor.
- Administrative risk: the risk that due to administrative errors, accurate records are not maintained detailing correct shareholdings of the underlying investors.
- Default Risk: the risk that the owner of the nominee company goes into liquidation, or the custodian goes into liquidation.
- Corporate Actions Risk: the risk that corporate actions are missed by the custodians.
- Negligence or the perpetuation of a fraud by persons employed by either this firm or the institution holding the assets.
- Misappropriation of your assets.
- Risks associated with omnibus accounts: Under a pooled arrangement, client assets are held along with investments belonging to other clients. The risks associated with this arrangement are: a) This involves a possibility where assets held for one client are temporarily used to meet the settlement obligations of another client; b) In the event of an irreconcilable shortfall, clients may not receive their full entitlement and may share in the shortfall in proportion to their original share, or on some other basis in accordance with the applicable law; c) When your investments are pooled, you may not receive the same treatment or options when there is a corporate action or other event as you would if the investment were held in a separately designated account with a nominee company or custodian, or held in your own name. For example, following an allocation or share issue that favours the small investor, your allocation may be less than it otherwise would have been if your investments had been registered in your own name.
- Risks associated with investments held by sub custodians outside Ireland or the EEA: Investing in overseas securities may give rise to different settlement, legal and regulatory requirements from those in Ireland or the EEA and different practices for the sepa rate identification of investments. This means that your protection may be less should a default occur on the part of the custodian or sub-custodian. In certain jurisdictions where different laws/regulations apply, your investments will not necessarily be separately identifiable and may be subject to third party claims made against the relevant custodian or sub-custodian.
- "Un-invested money" (i.e. money not immediately required to settle an investment transaction) will not attract credit interest but may attract cash handling charges. Negative cash balances on your account may attract debit interest.

Cantor Fitzgerald endeavour to minimise these risks by confirming that PSIL do the following:

- Undertake risk assessments, as set out below, of institutions with whom your assets are held.
- Have written confirmation, in line with the Regulations, from these institutions that your assets will be segregated from the firm's own assets and will be held in separately designated Client Asset Accounts.
- Undertaking regular reconciliations of their records with those of the institutions and following up any differences in a timely
  manner.
- Undertaking daily calculations of the client funds held for clients as per their records with the client funds resource that should be held with the bank or credit institution.
- Ensuring instructions on your account are passed to the institutions by appropriately authorised members of staff.
- Ensuring financial instruments are registered and designated as outlined above.
- Ensuring adequate oversight of your assets is maintained by them through appropriate documented procedures and controls to minimise the risk of loss for clients.



PSIL in selecting relevant institutions to hold client assets on behalf of this firm's clients undertake an assessment, at least biannually,

covering: The institution's credit rating (where available)

- (i) Known service levels for the institution (where we have past experience with the institution)
- (ii) Whether the institution is independent of the firm.
- (iii) What clients' rights would be in the event of insolvency of the institution.

Where the institution is not in the jurisdiction a similar assessment is undertaken. Particular attention is paid to establishing the relevant guidelines and compensation scheme.

Once an institution has been selected to hold Client Assets a facilities letter confirming specified details, as set out in the Regulations, will be obtained from the institution. No Client Assets will be lodged prior to receipt of the facilities letter.

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November 2023