

Fidelity Institutional Liquidity Fund plc

Application Form

U.S. Related Investors



A completed and signed copy of this application form ("Form") must be sent to the Administrator in accordance with the terms of the Prospectus (as defined below) along with other required documentation:

J.P. Morgan Administration Services (Ireland) Limited

200 Capital Dock,
79 Sir John Rogerson's Quay,
Dublin 2,
D02 RK57,
Ireland
Tel: +35316123347
Tel: (Toll free) +1 855 612 3347
Fax: +35316869248

Email: Fidelity.Transfer.Agency@jpmorgan.com

This Form is to be used exclusively for investing in the Shares of Fidelity Institutional Liquidity Fund plc (the "Company"). Unless otherwise defined or inconsistent with the context herein, capitalised terms used in this Form are as used and have the same meanings as are ascribed to them in the prospectus of the Company, as may be amended, supplemented or replaced from time to time and including any supplements issued with respect to a given sub-fund of the Company (a "Fund") (collectively, the "Prospectus"). **All Sections of this Form must be completed.** This Form must be read in conjunction with the Prospectus and the key investor information document(s) ("KIID(s)") for the relevant Share Class(es). More detailed information is contained in the Prospectus. The Prospectus, the KIIDs, the annual report and accounts are available on the website of the Company (www.fidelity.ie).

1. Registered Details

Account Name			
Account Designation			
Registered Address (C/O and/or PO Box will not be accepted)			
Unique Agent Number (UAN)			
Registration Number (legal person) / Passport Number (natural person)		Occupation (if natural person)	
Contact Name		Telephone	
Email*		Facsimile	

2. Correspondence or Mailing Address (for all correspondence in respect of the Company (if different from above))

Firm Name (if legal person)			
Address			
Contact Name		Telephone	
Email*		Facsimile	

3. Declaration of Investment

The name and address set out in Section 1 of this Form (being those of the "Applicant") shall, if the application is accepted, be entered into the register of Shareholders to evidence the legal ownership of the relevant Shares. Please tick (✓) one of the following boxes to confirm whether the Applicant invests for its own account or on behalf of another person:

a) Investing on its own behalf

b) Investing via an Intermediary

Intermediary Details (if applicable)

Intermediary Name			
Address			
Contact Name		Telephone	
Email*		Facsimile	

*If an email address is not provided, all such documentation and/or communications will be sent to the registered address of the Applicant above.

4. Applicant Bank Details

The following bank details are required in connection with the receipt/payment of subscriptions/redemptions by electronic funds transfer ("EFT") from/to your designated bank account(s). You may designate only one bank account for each currency. Please complete one section below for each currency in which you intend to deal. Settlement for Shares by a third party on behalf of an Applicant will not be accepted and under no circumstances will the redemption proceeds be paid to any party other than the Applicant. Unless otherwise determined by the Directors and agreed with the Administrator, redemption proceeds will only be paid in the currency of the relevant Share Class.

Beneficiary Bank Name			
Beneficiary Bank BIC/SWIFT Code/ABA Number		SWIFT	
Correspondent Bank Name			
Correspondent Bank BIC/SWIFT Code/ABA Number		SWIFT	
Name of Account Holder/ Name of the Account			
Account Number			
Reference			
IBAN Number			
Currency			

5. Dividends

Complete this Section only if you are investing in a distributing Share Class.

Dividends will be automatically paid out in cash unless the Applicant elects to reinvest the dividends of distributing Share Class(es) in respect of which the dividend is declared by ticking (✓) the relevant box below.

Please state below whether you elect to reinvest dividends of distributing Share Class(es) in which you are investing or receive cash dividends.

- a) Reinvest dividends b) Receive cash dividends

If you are to receive cash dividends, the following bank details are required in connection with the receipt payment of cash dividends by EFT to your designated bank account.

- a) Same bank details as in Section 4 b) Bank details listed below

Beneficiary Bank Name			
Beneficiary Bank BIC/SWIFT Code/ABA Number		SWIFT	
Correspondent Bank Name			
Correspondent Bank BIC/SWIFT Code/ABA Number		SWIFT	
Name of Account Holder/ Name of the Account			
Account Number			
Reference			
IBAN Number			
Currency			

6. Anti-Money Laundering Requirements

Under the requirements of the Criminal Justice (Money Laundering and Terrorist Financing) Acts, 2010 to 2018 (as amended) and any other anti-money laundering and counter-terrorist financing and customer due diligence requirements applicable to the Company (collectively, the "AML Requirements"), the Company or its delegates must typically obtain information to verify the identity, permanent address and tax residency status of any new investor in the Company. In addition, the Company may also require an Intermediary that is applying for Shares on behalf of persons who will be beneficially entitled to these Shares to obtain such information from such third parties.

Please note that redemptions/dividends will not be processed on non-cleared/verified accounts and that upon any delay or failure to provide satisfactory information, each of the Company, the Manager, the Administrator, the General Distributor and/or a Sub Distributor may take such action (including declining to accept an application) as they think fit.

In addition, please note that the Company reserves the right to compulsorily redeem and cancel any Shares allotted to the Applicant where the Applicant fails to provide the necessary documentation to allow the Company or its service providers to comply with their respective obligations under the AML Requirements.

The list below is an indicative list of anti-money laundering documentation to be provided by investors. This is an indicative list only and is provided as a guide outlining standard due diligence requirements. Depending on the risk category of your investment, additional documentation may be requested in order to satisfy these enhanced requirements.

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Documentation which may be required for all individual Applicants

1. Personal verification - one official photographic document (certified).
2. Address verification - one address verification document (original or certified).
3. Source of funds and/or wealth.

Documentation which may be required for designated persons in certain countries

1. Confirmation of name and address.
2. Confirmation of regulatory body.
3. Authorised signatory list.
4. Letter of assurance (where investing as an Intermediary).
5. Source of funds and/or wealth.

Documentation which may be required for non-designated persons

1. Confirmation of name, office address, principal business address and registered number.
2. Confirmation of regulatory body (if applicable).
3. Certificate of incorporation or certificate to trade (certified).
4. Memorandum and articles of association.
5. Latest audited financial statements (certified).
6. Nature and purpose of the entity.
7. List of directors to include full name, dates of birth, occupation, residential and business addresses.
8. Authorised mandate or board resolution to establish the business relationship.
9. Authorised signatory list.
10. One personal verification and one address verification documents for at least two directors or one director and one authorised signatory (original or certified).
11. Names and addresses of shareholders holding 10% or more of the issued share capital, and in the case of individual shareholders, names, residential addresses, occupations and dates of birth. Where a body corporate holds 25% or more of the issued share capital, names, residential addresses, occupations and dates of birth of the ultimate beneficial owners of that body corporate should be obtained.
12. Source of funds and/or wealth.

Documentation which may be required for pension fund accounts in certain countries

Documentation for UK/Irish pension schemes (additional documentation will be required for non-Irish/UK schemes)

1. Confirmation of name and address.
2. Constitutional/formation document (e.g. trust deed).
3. AML checks on parent/investment manager of pension fund (who will be entered onto the register).
4. Copy of revenue approval.
5. Certified true copy evidence that the person representing the pension scheme is empowered to act.
6. Authorised signatory list.
7. Source of funds and/or wealth.

Documentation which may be required for a nominee company

1. Confirmation of name and address of nominee company.
2. Authorised signatory list for the nominee account.
3. Confirmation of name and address of parent of nominee.
4. Confirmation of regulatory body of parent of nominee.
5. Authorised signatory list of parent.
6. Proof of regulation (nominee/parent).
7. Letter of assurance from parent.
8. Source of funds and/or wealth.

Documentation which may be required for a trust/foundation/charity

1. Confirmation of name, registered and principal business address.
2. Constitutional/formation document (e.g. trust deed or equivalent).
3. Nature and purpose.
4. One personal verification and one address verification document for at least two trustees/directors/governors/board members or one trustee/director/governor/board member and one authorised signatory (original/certified).
5. One personal verification and one address verification document for any settler (where appropriate).
6. One personal verification and one address verification documents for all beneficiaries who own at least 25% of the capital.
7. Authorised signatory list.
8. Source of funds and/or wealth.

Please note that the Administrator can only accept Forms from an entity that has legal capacity to enter into contracts in its own right and may require the constitutive document to legitimate legal status.

Acceptable Personal Verification documents are a certified copy of a passport or a driver's license or national identity card. The certified documents must be in date, show a

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picture of the person, full name, date of birth and signature of the person.

Verification documents must be certified by a suitable person/entity, such as: the Companies Registration Office (or the equivalent in the investor's jurisdiction), with regard to incorporation documentation, a notary public, a police officer, an embassy/consular official, a chartered or certified public accountant, a practicing solicitor, any designated body. Documents should be stamped with the official stamp of the person, dated and signed by that person.

Acceptable address verification documents are any of the following: electricity bill, gas bill, water bill, telephone bill, cable television bill, bank statement or credit card statement, social insurance documents, household/motor insurance certificates. Documents must originate from a different source, show the full name and residential address of the Applicant and must be dated within 6 months of submission.

7. Declaration of Residence Outside of Ireland (for completion by all Applicants, if applicable)

Applicants resident outside Ireland are required by the Irish Revenue Commissioners to make the following declaration in order to receive payment without deduction of tax. It is important to note that this declaration shall apply in respect of any subsequent acquisitions of Shares unless the Company receives notification in writing from the Applicant that the declaration is no longer applicable.

Declaration on Own Behalf

I/We declare that I am/we are applying for Shares on my/our own behalf/on behalf of a company and that I am/we are/the company is, entitled to the Shares in respect of which this declaration is made and that I am/we are/the company is, not currently resident or ordinarily resident in Ireland and should we/the company become resident. I/we will so inform you in writing, accordingly.

Declaration as Intermediary

I/We declare that I am/we are applying for Shares on behalf of persons who will be beneficially entitled to the Shares and who, to the best of my/our knowledge and belief, are neither resident nor ordinarily resident in Ireland. I/We also declare that unless I/we specifically notify you to the contrary at the time of application, all applications for Shares made by me/us from the date of this application will be made on behalf of such persons and I/we will inform you in writing if I/we become aware that any person, on whose behalf I/we hold Shares becomes resident or ordinarily resident in Ireland.

Applicant Account Name			
Registered Address			
Signature	(Declarant)	Capacity	
Authorised Signatory Name		Date	
Signature	(Declarant)	Capacity	
Authorised Signatory Name		Date	

IMPORTANT NOTES: Non-resident declarations are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration. To be valid, this Form (incorporating the declaration required by the Irish Revenue Commissioners) must be signed by the Applicant. Where there is more than one Applicant, each person must sign. If the Applicant is a company, it must be signed by the company's authorised officers. If this Form or declaration is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.

Applicants who are exempt Irish Shareholders should contact the Administrator for the alternative declarations available for exempt Irish Shareholders.

8. Return of Values (Investment Undertakings) Regulations 2013 (for completion by Irish resident Applicants)

The Company must collect additional information in accordance with the Return of Values (Investment Undertakings) Regulations 2013. Therefore, any individual, company or any unincorporated body of persons which are an Irish resident (other than an exempted Irish resident in accordance with Section 739D(6) of the Taxes Consolidation Act 1997 (as amended) or a non-Irish resident that has provided the appropriate declaration of residence outside Ireland) or ordinarily Irish resident must provide the following additional information and documentation:

Tax Identification Number (TIN) / PPS Number	
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Any one of the following additional documents are required to verify the tax identification number or PPS Number (either a copy or the original is sufficient): P60; P45; P21 Balancing Statement; payslip (where employer is identified by name or tax number); Drug Payment Scheme Card; European Health Insurance Card; Tax Assessment; Tax Return Form; PAYE Notice of Tax Credits; Child Benefit Award Letter / Book; Pension Book; Social Services Card; and Public Services Card. In addition, any printed documentation issued by the Revenue Commissioners or by the Department of Social Protection which contains the Applicant's name, address and tax reference number will also be acceptable. In the case of joint account holders, the additional documentation is required for each Applicant.

9. United States Declarations of Residence (for completion by all Applicants)

We confirm by marking the box to the left that a U.S. Person*, alone or together with other U.S. Persons related to such US Person owns or has an opportunity to acquire 10% (ten per cent) or more of the voting power or ownership or beneficial interest in the Applicant.

* U.S. Person means a U.S. Person as defined under Regulation S of the Securities Act of 1933, as amended and a person excluded from the definition of a "Non-United States person" as used in Commodity Futures Trading Commission Rule 4.7.

Declaration on Own Behalf

By marking the box to the left, in addition to the above I/we also declare that I am/we are (i) incorporated, resident or located in the U.S.; and (ii) investing my/our own assets for my/our own benefit.

By marking the box to the left, in addition to the above I/we also declare that I am/we are (i) a non-US branch of a US company; (ii) resident outside the US; and (iii) investing my/our own assets. I/We further declare that the said US company is not registered or required to be registered as an investment company under the US Investment Company Act of 1940 (the "1940 Act") or is a company excluded from the definition of "Investment Company" under the 1940 Act pursuant to Section 3(c)(1) or Section 3(c)(7) of the 1940 Act.

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Subsidiaries of US Companies

By marking the box to the left, in addition to the above, we also declare that I am/we are a non-US subsidiary of a US company; (ii) resident outside the US; and (ii) investing our own assets.

Declaration as Intermediary

By marking the box to the left and below, in addition to the above I/we also declare that I am/we are (i) organised, incorporated, resident or located in the US; and (ii) acting as a dealer or "professional discretionary fiduciary" or otherwise for the beneficial account of a person who:

is a US Person (as defined above) is not a US Person (as defined above).

Branches of US Companies

By marking the box to the left and below, in addition to the above, I/we also declare that I/we am/are (i) a non-US branch of a US company (ii) resident outside the US and (iii) acting as a dealer or "professional discretionary fiduciary" or otherwise for the beneficial account of a person who:

is a US Person (as defined above)./ is not a US Person (as defined above).

We further declare that the said US company is not registered or required to be registered as an investment company under the US Investment Company Act or is a company excluded from the definition of "Investment Company" under that Act pursuant to Section 3 (c) (1) or Section 3 (c) (7) of the 1940 Act.

Subsidiaries of US Companies

By marking the box to the left and below, in addition to the above, we also declare that we are (i) a non US subsidiary of a US company (ii) resident outside the US and (iii) acting as a dealer or "professional discretionary fiduciary" or otherwise for the beneficial account of a person who:

is a US Person (as defined above)./ is not a US Person (as defined above).

US Related Persons are required to make the representations under Regulation S or Regulation D below (complete one only). If you are a US Related Person and cannot make these representations, you are not eligible to invest in the Company.

Regulation S – Offshore Transactions

I acknowledge and agree that the proposed sale of Shares to me is being made pursuant to Rule 904 of Regulation S promulgated under the US Securities Act of 1933 ("Securities Act"), either directly or through an Intermediary, and hereby represent to the Company that:

I am not a person resident in the United States or US Person (as defined in rule 902(k) under the Securities Act);

The offer and sale of the Shares has been made in an "offshore transaction" (as defined in Rule 902(h)(l)(i) under the Securities Act); that is, the sale of the Shares will be executed on or through the facilities of a designated offshore securities market;

The Shares were not offered to me by any means of "directed selling efforts in the United States" (as defined in Rule 902(c)), that is through widespread advertising in the United States;

I am not a person who participates, pursuant to any contractual agreement, in the distribution of the Shares; and

I am familiar with Rule 904 of Regulation S of the Securities Act and agree that the Company may rely upon the representations made above and in this Form.

Regulation D – US Based Transactions

I acknowledge and agree that the proposed sale of Shares to me are being made pursuant to Rule 506 of Regulation D promulgated under the Securities Act, either directly or through an intermediary, and hereby represent to the Company that:

I am an "accredited investor" within the meaning of Regulation D under the Securities Act, that is, I am either a (i) company (e.g. corporation, partnership, limited liability company, tax-exempt charitable organisation) with total assets in excess of US\$5,000,000 that was not formed for the purpose of investing in the Company or (ii) trust with total assets in excess of US\$5,000,000 that was not formed for the purpose of investing in the company and whose trustee or other person responsible for directing the investment of the assets in the trust has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risk of an investment in the Company;

The Shares were not offered to me by any means of general solicitation or general advertising and I am not subscribing for Shares (a) as a result of or subsequent to becoming aware of any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium, generally available electronic communication, broadcast over television or radio or generally available to the public on the internet or worldwide web, (b) as a result of subsequent to attendance at a seminar or meeting called by any of the means set forth in (a); or (c) as a result of or subsequent to any solicitations by a person not previously known to me in connection with investment in securities generally;

I am purchasing the Shares for investment purposes and not with a view to offer, resale or distribution within the meaning of US securities laws; and

I am familiar with Rule 506 of Regulation D of the Securities Act and agree that the Company can rely upon the representations made above and in this Form.

10. FATCA/CRS

Please complete the relevant FATCA/CRS self-certification(s) appended to this Form.

11. Declarations and General Terms and Conditions

These terms and conditions come into force when this application is accepted by the Company. The Company may amend these terms by writing to the Applicant. In this Section

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- 11, references to any legislation, rule or regulation includes a reference to any amendment, re-enactment, extension, modification, re-statement or replacement from time to time.
- (i) The Applicant understands that its application is subject to receipt and acceptance by the Company, the Manager and/or the Administrator and the Applicant acknowledges that the Company, the Manager and/or the Administrator reserves the right to reject any application in whole/part at its entire discretion without assigning any reason therefore. The Applicant acknowledges that the receipt by the Administrator of the Form does not imply or mean that the subscription request has been accepted. Acceptance of a subscription request shall only occur on the issue of a confirmation of acceptance by the Administrator.
- (ii) The Company will, once the account has been opened, accept, rely on and execute any order, direction, request, authorisation or instruction ("Instruction(s)") made in writing, by facsimile or by other electronic means acceptable to the Administrator on terms agreed with the Company, the Manager or the Administrator for any subscription for and/or any redemption of Shares in the Company. The Applicant confirms that it will provide the Company with a list of persons duly authorised by it to give Instructions or other information to the Company, the Manager and/or the Administrator and that the Applicant is empowered to authorise those authorised persons to give such Instructions or information (the "Authorised Dealers"). The Applicant agrees that the Company, the Manager and/or the Administrator may conclusively act/rely on any Instructions or information received from such persons as included in the list of the Authorised Dealers, as amended from time to time and notified to the Company, the Manager and/or the Administrator, and the Applicant agrees that it is its sole responsibility to ensure that the list of the Authorised Dealers is accurate and up to date and the Company, the Manager and/or the Administrator shall have no liability in relation to any Instruction or information received from any person listed as an Authorised Dealer or believed in good faith to be so received.
- (iii) The Company, the Manager and/or the Administrator is/are authorised and instructed to accept, execute, act upon or otherwise perform all Instructions (given in a form agreed with the Company, the Manager and/or the Administrator) relating directly or indirectly to Shares and/or any matter in connection with them, this Form and/or the Applicant's account believed in good faith to be given by Authorised Dealers and notwithstanding that it may be shown that the Instruction(s) were not signed, given or sent by the Applicant and all such Instructions are binding on the Applicant. The Company, the Manager and/or the Administrator is/are authorised and instructed to accept, execute, act upon or otherwise perform all such Instructions without liability in respect of any transfer, payment or any other act or omission in accordance with such Instructions and notwithstanding that it may be shown that any such Instruction was not signed, given or sent by the Applicant, except in the case of the Company's, the Manager's and/or the Administrator's material default. The foregoing authorisation will apply to any further Shares purchased, transferred or otherwise held in the name of the Applicant. Such authorisation will remain valid until written revocation is received from the Applicant by or on behalf of the Company. Revocation will take effect without prejudice to any transactions already initiated by the Company, the Manager and/or the Administrator, in accordance with the Applicant's prior Instructions.
- (iv) The Company, the Manager and/or the Administrator will not be liable in respect of any transfer, payment or other action or inaction directly or indirectly related to Shares or any matter in connection with them, except in the case of the Company's, the Manager's and/or the Administrator's material default. In no circumstances shall the Company, the Manager and/or the Administrator be liable for any indirect or consequential loss or for any loss caused through a fall in value of Shares.
- (v) The Applicant is solely responsible for instructing the Company, the Manager and/or the Administrator in relation to the persons authorised or no longer authorised to act for or on behalf of the Applicant in relation to any Instructions, changes to the Applicant's registration details, payment Instructions and/or any matter in connection with Applicant's Shares or account with the Company, and the Company, the Manager and/or the Administrator are entitled to act and/or rely upon any such information received from the Applicant or believed in good faith to be received from properly authorised persons on behalf of the Applicant. The Applicant is solely responsible for ensuring that any such Instruction or other information provided to the Company, the Manager and/or the Administrator is accurate and up to date and provided by its duly authorised persons as notified to the Company, the Manager and/or the Administrator. The Applicant is solely responsible for notifying the Company, the Manager and/or the Administrator of any changes to the persons authorised to act for or on behalf of the Applicant and until such time as the Company, the Manager and/or the Administrator receives such notification, the Company, the Manager and/or the Administrator shall be entitled to act/rely on any Instruction or other information received from any person as notified to the Company, the Manager and/or the Administrator as authorised to act on behalf of the Applicant.
- (vi) The Company, the Manager and/or the Administrator shall have no liability whatsoever for inaccurate information received by the Company, the Manager and/or the Administrator and shall be under no obligation to enquire as to the accuracy or otherwise of any such information received. Any subsequent amendments to the Applicant's registration details and/or payment Instructions shall be effected only on receipt of original documentation as required by the Company, the Manager and/or the Administrator.
- (vii) By providing an email address in this Form or otherwise to the Company, the Applicant: (i) consents to receive electronically at the email address provided, Company and Fund related documentation and communications required to be served upon a Shareholder or otherwise, including, but not limited to, the Prospectus, the KIID(s), financial statements, reports, circulars, notice of meetings and/or notifications of publication of any document or communication on the Company's website and agrees that any such documentation or communication may be sent by the Company to the email address provided instead of to the Applicant's registered address; and (ii) undertakes to keep the Company informed of any change to such email address. The Applicant may at any time request a hard copy of any such documentation or communications from the Company. If an email address is not provided, all such documentation and/or communications will be sent to the registered address herein. The Applicant confirms that it has been notified electronically of the Company's website address and the place on the Company's website where the KIID(s) may be accessed.
- (viii) All payments for Shares must be made by EFT for settlement by the Settlement Day to the relevant account specified in the subscription bank details provided separately to the Applicant by the Administrator, with any changes to such account details to be advised to the Applicant in writing from time to time. Unless otherwise determined by the Directors and agreed with the Administrator, subscription monies will only be accepted in the currency of the relevant Share Class. In the event that Shares are allotted/issued notwithstanding that cleared funds have not been received by the Settlement Day, the Applicant acknowledges that the Company may cancel the allotment/issue of the Applicant's Shares and the Applicant will be liable to pay to the Company any costs incurred by the Company and/or interest at such rate as may be determined by the Directors and/or an administration fee as a result of late payment or non-payment by the Applicant of subscription monies.
- (ix) The Applicant consents to the Company and/or the Manager transferring to any appropriate FIL Group company or an affiliated company all or any of its benefits and obligations under the terms of this Form. The Company may appoint any person (whether a FIL Group company or not) to advise on or perform any of its functions or responsibilities under these terms and may provide information about the Applicant and its Shares to any such person. The Company will satisfy itself that any person to whom it delegates any of its functions or responsibilities under these terms is competent to carry out those functions or responsibilities.
- (x) The Applicant hereby confirms that it has received, read and understood the terms of the Prospectus, the relevant KIID for the Share Class(es) in which it is intended to invest, the most recent annual audited accounts of the Company and (if issued after such annual audited accounts) its most recent semi-annual unaudited accounts, and that this application is made on the terms of the Prospectus and the Instrument of Incorporation of the Company. The Applicant undertakes and agrees to observe and be bound by the provisions contained therein, and in this Form, and apply to be entered on the register of Shareholders as the holder of the Shares issued in relation to this application.
- (xi) The Applicant acknowledges and confirms that the distribution or offering of Shares in the Company is restricted in certain jurisdictions and accordingly, Shares in the Company are, and may only be made available to, certain investors (who are not Unqualified Persons¹) to whom the Company may be lawfully promoted and who may lawfully invest in the Company. The Applicant confirms for the Applicant itself and in respect of any economic beneficiaries that the Applicant has the necessary experience, sophistication and skills and is suitably qualified to invest in the Company under all applicable laws and regulations in all relevant jurisdictions.
- (xii) The Applicant represents and covenants that it is fully empowered and authorised to make this application and that the Applicant has full rights, power and authority to deal with, subscribe for, and purchase Shares in the Company and has obtained and will maintain all consents, authorisations, licenses and registrations required for the purposes of the performance of it of any of its duties and obligations pursuant to this Form. The Applicant represents and covenants that it is in compliance with and will continue to ensure its ongoing compliance with all applicable laws and/or regulations in our local jurisdiction and in the event that the Applicant ceases to be compliant with any such laws and/or regulations, the Applicant agrees to promptly advise the Company accordingly.
- (xiii) The Applicant confirms that it can bear the economic risk of an investment in the Shares and is able to sustain a complete loss of investment in the Shares.
- (xiv) The Applicant acknowledges that the sale, pledge, assignment, mortgage or other transfer of the Shares without the prior consent of Company, which may be provided at the Company's sole discretion, is prohibited. Redemption of Shares by the Company does not constitute an assignment for this purpose and no prior approval to redeem Shares is required.
- (xv) The Applicant agrees that it will not market, promote, offer or sell Shares of the Company to any third party without the express written agreement of the Manager, the General Distributor or a Sub-Distributor. The Applicant agrees that it will not, under any circumstances, knowingly be or become involved in criminal conduct, including financing of terrorism or money laundering and/or act on behalf of a client where the activities of that client lead us to believe that the client has been involved in criminal conduct including financing of terrorism or money laundering.

¹ "Unqualified Persons" means any person whose holding of Shares falls under any of (i)-(iii) of the section entitled 'Compulsory Redemption' within section 2 of the Prospectus entitled 'The Shares', under the subsection entitled 'Subscriptions, Redemptions and Transfers of Shares'.

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- (xvi) Neither the Company nor any Fund is registered under the US Investment Company Act of 1940, as amended (the "Investment Company Act"), in reliance on the exclusion provided in Section 3(c)(1) of the Investment Company Act. As a result, the Directors will monitor the number of U.S. Persons invested in the Company and the qualifications of U.S. Persons investing in the Company. The Directors may require redemption of Shares by a Shareholder (including the Applicant) who becomes a U.S. Person and does not qualify as an "accredited investor" (as defined under Regulation D of the U.S. Securities Act of 1933, as amended (the "Securities Act")), or as otherwise provided in the Prospectus. The Directors may also require the redemption of Shares by Shareholders who are U.S. Related Investors, including the Applicant, to maintain its exemption from the Investment Company Act and its U.S. tax status. The procedure for determining which Shares will be redeemed in a particular case is at the discretion of the Directors. In exercising its discretion and in making a determination as to whether to require the redemption of Shares, and in determining which Shareholders will be subject to compulsory redemption, the Directors may act upon the basis of such information as may be known to them, without any obligation to make special inquiries, and may rely upon the advice of U.S. counsel. In no event will the Directors, the Company, the Funds, or any service provider to the Company or the Funds be liable to the Applicant for any consequences of exercising any discretion or making any determination in good faith with respect to such a redemption.
- (xvii) The Applicant acknowledges that the Company and the Funds have not been registered under the Investment Company Act nor have the Shares been registered under the Securities Act or any "Blue Sky" laws in reliance upon an exemption from such registration. The Applicant acknowledges that the Company has no intention of registering the Company, the Funds or the Shares with the U.S. Securities and Exchange Commission or any state and is under no obligation to assist the Applicant in obtaining or complying with any exemption from registration. The Applicant acknowledges that neither the Company nor the Shares has/have been approved nor disapproved by the U.S. Securities and Exchange Commission, any State Securities Commission or other regulatory authority nor have any of the foregoing authorities passed upon or endorsed the merits of an investment in a Fund.
- (xviii) The Applicant acknowledges that the following persons are prohibited from investing in the Company: (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("OFAC"); (ii) any other person whose dealings with U.S. Persons would be restricted under sanctions administered by OFAC; (iii) a person or entity whose dealings with the Company, the Manager, the General Distributor and/or a Sub-Distributor would be sanctioned by the European Union; and (iv) a foreign shell bank (a bank without a physical presence in any country) (each, a "Prohibited Investor"). The Applicant represents and covenants that neither it, nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it, is a Prohibited Investor. The Applicant agrees to promptly notify the Company of any change in information affecting this representation and covenant.
- (xix) The Company, the Manager and/or the Administrator reserve the right to demand proof of an Applicant's identity and any other information for itself or for any economic beneficiary to confirm identity or to verify financial standing. By signing this Form, the Applicant consents and agrees to the conduct of due diligence enquiries and ongoing monitoring of transactions in respect of the Applicant, any economic beneficiaries and any authorised signatories. Documentation must be submitted immediately upon request from the Company, the Manager and/or the Administrator. No redemption proceeds can be paid until the original, duly completed and signed, Form and all identification documentation as required by the Company, the Manager and/or the Administrator has been received and accepted by the Administrator.
- (xx) The Applicant acknowledges the Company's responsibilities with regard to the prevention of money laundering and financing terrorism, including its responsibilities under the AML Requirements and the Applicant agrees to comply with all applicable AML Requirements and requests of the Company, the Manager and/or the Administrator to discharge the Applicant's obligations and any requirements of the Company, the Manager and/or the Administrator in respect of the Applicant's investment and holding of Shares in the Company from the date of this application, and on an ongoing basis, and to verify the identity of and carry out all required due diligence and monitoring in respect of all economic beneficiaries (if any). Details of the initial documentation and information that must be provided to the Company before the opening of an account in order to satisfy the AML Requirements are set out in Section [7]. The Applicant acknowledges that the Company reserves the right to compulsorily redeem and cancel any Shares allotted to the Applicant where the Applicant fails to provide the documentation and information required by the Company to satisfy the AML Requirements and consents to the Company's discontinuance of its business relationship with the Applicant where the Applicant fails to provide such documentation and information within a reasonable time after having been required to be so by the Company. The Applicant agrees to indemnify and keep indemnified the Company, the Manager and/or the Administrator and their respective directors, officers and employees against any loss, liability, cost or expense (including, without limitation, legal fees, taxes and penalties) which may result directly or indirectly from a failure to process the application if such documentation and information has been required and has not been provided by the Applicant. The Applicant confirms that it will notify the Company immediately if there are any changes to the information supplied to the Company in connection with this application which make any representations, covenant, confirmation or other statement no longer fully accurate.
- (xxi) The Applicant agrees to indemnify and keep indemnified the Company, the Manager, the Administrator, the General Distributor, the Sub-Distributors and their respective directors, officers and employees against any loss, liability, cost or expense (including, without limitation, legal fees, taxes and penalties) which may result directly or indirectly from the Applicant's holding of Shares, any act or omission of or on behalf of the Applicant, any misrepresentation or breach of warranty, condition, covenant or agreement set forth herein or in any document delivered by the Applicant/and/or on behalf of the Applicant to the Company, the Manager, the Administrator, the General Distributor and/or a Sub-Distributor other than liabilities caused as a direct result of the Company's, the Manager's, the Administrator's, the General Distributor's or the Sub-Distributor's knowing default or breach of these terms.
- (xxii) The Applicant confirms that if the General Distributor or a Sub-Distributor has provided the Applicant with a copy of the FIL Group Order Execution Disclosure Statement then by signing this Form, the Applicant confirms its agreement to the FIL Group Order Execution Policy, and where applicable, gives its express consent to the General Distributor or the Sub-Distributor (as applicable) executing orders outside a regulated market or multilateral trading facility.
- (xxiii) The Applicant acknowledges that the Company does not issue Share certificates of any kind. The Applicant confirms that it is acquiring these Shares for its own use and not for resale. The Applicant acknowledges that all communications will be sent to the email address provided or the registered address, as applicable, unless otherwise specified.
- (xxiv) The Applicant agrees to complete the relevant self-certification(s) for Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") purposes appended to this Form (the "Declarations"), and acknowledges that if the Declaration(s) is not completed or is incomplete, the Company, the Manager and/or the Administrator will be entitled to deduct appropriate tax from any payments or transfers of Shares to the Applicant or redeem and cancel such number of Shares as are required in order to pay the appropriate tax to the Irish tax authorities, as described in the Prospectus and/or the Instrument of Incorporation and/or take any action as may be required to ensure compliance with any tax laws of any jurisdiction.
- (xxv) The Applicant acknowledges that the Administrator operates one or more cash accounts in the name of the Company on behalf of a Fund into which: (i) subscription monies received from investors who have subscribed for Shares are deposited and held until Shares are issued as of the relevant Dealing Day; (ii) redemption monies due to investors who have redeemed Shares are deposited and held until paid to the relevant investors; and (iii) dividend payments owing to Shareholders are deposited and held until paid to such Shareholders (each, an "Fund Cash Account").

The Applicant acknowledges that its subscription monies/redemption monies/dividend monies will be paid into the relevant Fund Cash Account, that such monies will be treated as an asset of the relevant Fund and the Applicant will not benefit from the application of any investor money protection rules (i.e., the monies will not be held on trust as investor monies for the Applicant) and that the Applicant will be an unsecured creditor of the relevant Fund: (i) with respect to the amount subscribed for Shares and held in the relevant Fund Cash Account until such Shares are issued to the Applicant as of the relevant Dealing Day; or (ii) with respect to the redemption/dividend amount to be paid and held in the relevant Fund Cash Account until such amount is paid to the Applicant (whichever is applicable).

The Applicant acknowledges that in accordance with applicable AML Requirements, redemption/dividend/transfer of Shares monies shall not be paid on unverified accounts. In the event that the Applicant fails to submit the necessary documentation requested by the Administrator as required under the AML Requirements, redemption/dividend monies will be held in the relevant Fund Cash Account and shall remain an asset of the relevant Fund and the Applicant will not benefit from the application of any investor money protection rules (i.e., the redemption/dividend monies will not be held on trust for the Applicant). In such circumstances, the Applicant acknowledges that it will be an unsecured creditor of the relevant Fund in respect of such redemption/dividend monies until such time as the relevant documentation required by the Administrator has been received to its satisfaction and the redemption/dividend monies have been paid to the Applicant.

The Applicant acknowledges that the following risks arise in relation to the operation of the Fund Cash Accounts: (i) in the event that subscription monies received and held in a Fund Cash Account are lost prior to the issue of Shares to the relevant investor as of the relevant Dealing Day, the Company on behalf of the relevant Fund may be obliged to make good any losses suffered by the investor (in its capacity as a general creditor of the Fund), in which case such loss will need to be discharged out of the assets of the Fund and therefore will represent a diminution in the Net Asset Value per Share for existing Shareholders of the Fund; (ii) in the event that redemption or dividend monies held in a Fund Cash Account are lost prior to payment to the relevant investor/Shareholder, the Company on behalf of the relevant Fund may be obliged to make good any losses suffered by the investor/Shareholder (in its capacity as a general creditor of the Fund), in which case such loss will need to be discharged out of the assets of the Fund and therefore will represent a diminution in the Net Asset Value per Share for existing Shareholders of the Fund; and (iii) in the event of an insolvency of the relevant Fund or the Company: (a) there is no guarantee that the Fund or the Company will have sufficient funds to pay unsecured creditors in full, (b) investors who have forwarded subscription monies in advance of a Dealing Day and which are held in a Fund Cash Account and investors/Shareholders due redemption/dividend monies which are held in a Fund Cash Account will rank equally with all other unsecured creditors of the Fund and

Fidelity Institutional Liquidity Fund plc

Application Form

U.S. Related Investors



will be entitled to a pro-rata share of monies which are made available to all unsecured creditors by the insolvency practitioner, and (c) in such circumstances, the investor subscribing for Shares may not recover all monies originally paid into the Fund Cash Account in relation to the application for Shares and the redeeming investor entitled to redemption monies and the Shareholder entitled to a dividend payment may not recover all monies originally paid into the Fund Cash Account for onward transmission to that investor/Shareholder.

- (xxvi) The Applicant acknowledges that in accordance with Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, the Manager will maintain an index contingency plan setting out the actions to be taken in the event that a benchmark changes materially or ceases to be provided and that such index contingency plan is available upon request from the Manager. The Applicant acknowledges that actions taken by the Company and/or the Manager on foot of the index contingency plan may have an adverse impact on the relevant Fund(s).
- (xxvii) If the undersigned is acting as agent, representative or nominee (a "Nominee"), the Nominee acknowledges and agrees that the agreements, representations, statements, covenants, and warranties herein are also made on behalf of the beneficial owner(s). The Nominee represents and warrants, after reasonable inquiry, that the information, representations and warranties provided in this Form and otherwise to the Company through the Nominee are accurate and complete. The Nominee agrees to indemnify the Fund, the Company, the Manager, the Administrator and the Investment Manager for any and all damages, costs, fees, losses and expenses (including counsel fees and disbursements) in connection with or resulting from the Nominee's misrepresentation or misstatement contained herein or breach hereof, or the assertion of the Nominee's lack of proper authorisation from the beneficial owner(s).
- (xxviii) The Applicant acknowledges and agrees that the agreements, representations, statements, covenants, and warranties herein shall be deemed to have been repeated on each date on which the Applicant/the Applicant performs and acts pursuant to this Form, the Prospectus or the Instrument of Incorporation of the Company. This Form shall be governed by the laws of Ireland.

12. Data Protection

The Applicant should note that by completing this Form it is providing personal information, which may constitute personal data within the meaning of the Irish Data Protection Acts, 1988 to 2003 and the General Data Protection Regulation (EU 2016/679) (the "**Data Protection Legislation**"). The Company is a data controller within the meaning of the Data Protection Legislation and undertakes to hold any personal information provided by the Applicant in confidence and in accordance with the Data Protection Legislation. By signing this Form, the Applicant acknowledges that (1) it is providing its consent to the Company, its delegates and its or their duly authorised agents and any of their respective related, associated or affiliated companies obtaining, holding, using, disclosing and processing the data; (2) the ways in which the data is used and controlled is set out in detail in the Company's data privacy statement, a copy of which is available on www.fidelityiif.com; and (3) in particular as described in the data privacy statement, data may be disclosed to third parties where necessary or for legitimate business interests, including to auditors, the Irish Revenue Commissioners and the Central Bank of Ireland and including to companies (such as affiliates of the Manager or Administrator) situated in countries outside of the European Economic Area which may not have the same data protection laws as in Ireland.

13. Signatures

Authorised Signatory			
Position			
Signature		Date	

Authorised Signatory			
Position			
Signature		Date	

The Company is an umbrella fund with segregated liability between its Funds established as an open-ended investment company with variable capital organised under the laws of Ireland with registration number 235175. The Company is authorised by the Central Bank as a UCITS fund pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended. The Manager is registered in Ireland with registration number 333768 and is authorised by the Central Bank as a management company under the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended. The registered office of the Company and the Manager is Georges Quay House, 43 Townsend Street, Dublin 2, D02 VK65, Ireland.