



APPLICATION FORM

Non-cumulative redeemable preference shares with restricted voting rights

Please use BLOCK LETTERS to complete this form

SECTION 1A - INVESTOR DETAILS (INDIVIDUAL)

	PRIMARY INVESTOR	JOINT INVESTOR
Title:	_____	_____
Surname:	_____	_____
First name(s):	_____	_____
Maiden name:	_____	_____
Marital status:	_____	_____
Date of birth:	_____	_____
Birth certificate no.:	_____	_____
NIC:	_____	_____
Nationality:	_____	_____
Place of birth:	_____	_____
Country of birth:	_____	_____
Passport number:	_____	_____
Passport expiry date:	_____	_____
Passport country:	_____	_____
Permanent residential address:	_____	_____
Mailing address (if different):	_____	_____
Telephone (Home):	_____	_____
(Office):	_____	_____
(Mobile):	_____	_____
Email address:	_____	_____
Occupation:	_____	_____
Employer's name & address:	_____	_____
Source of funds:	_____	_____

SECTION 1B - INVESTOR DETAILS (NON-INDIVIDUAL)

Name of entity: _____ Type: _____

BRN: _____ Company No.: _____ TAN: _____

Registered office: _____

Mailing address: _____
(if different) _____

Source of funds: _____

Telephone number: _____ Fax: _____

E-mail address: _____

SECTION 2 - INVESTMENT INSTRUCTIONS AND OTHER COMMUNICATIONS

The Investor hereby irrevocably and unconditionally authorises the Relevant Functionary to act upon Instructions received using any non-face-to-face communications (including but not limited to post, telephone, email, fax, etc.) and agrees to the terms and conditions of the Indemnity in the Annex of this Application Form. Yes No

The Investor wishes to receive promotional and marketing materials from the Issuer to the above email address. Yes No

SECTION 3 - INVESTMENT DETAILS

Issuer: Beachcomber Hospitality Investments Ltd

Instrument Name: Class A Preference Shares and Class B Preference Shares

	Class A Preference Shares	Class B Preference Shares	
Selected Class of Preference Shares <i>Please select the Class(es) of Preference Shares that you wish to apply for by ticking the box(es) corresponding to your selected Class(es) of Preference Shares</i>			
Number of Preference Shares <i>Please insert the number of Preference Shares of the selected Class(es) of Preference Shares in the box(es) corresponding to your selected Class(es) of Preference Shares*</i>			
Issue Price Per Preference Share	MUR 1,000	EUR 1,000	
Minimum Subscription Amount	MUR 50,000	EUR 2,000	
Capital Commitment <i>Please insert the capital commitment amount(s) in the box(es) corresponding to your selected Class(es) of Preference Shares</i>		Payment in MUR **	Payment in EUR

* Please leave blank if the Investor is paying for the Class B Preference Shares in MUR. The number of Class B Preference Shares to be issued to the relevant investor will be calculated based on the EUR Equivalent of the MUR amount using the FX Reference Rate on Payment Date and will be communicated to the relevant Investor on the Allotment Date.

** An Investor may, when subscribing for the Class B Preference Shares, pay the subscription proceeds in MUR. The EUR Equivalent of the MUR amount will be determined using the FX Reference Rate on the Payment Date and will be communicated to the relevant Investor on the Allotment Date. Any fractional amount will be refunded to the bank account of the relevant Investor.

Settlement Mode: Bank Transfer (Please Complete Bank Transfer Instruction Form)

Account Holder: _____

Settlement Date: On or around 2 May 2023

CDS Account Number: _____
(see section 7.8) A copy of the "CDS Statement" showing the specified CDS account number should be attached to this Application Form.

SECTION 4 - APPLICATION INSTRUCTIONS

- 4.1 For the purposes of this Application Form and its Annex, the term “**Relevant Functionary**” shall include:
- (a) **M.C.B Stockbrokers Limited**;
 - (b) Agents formally appointed by **M.C.B Stockbrokers Limited**; and
 - (c) Officers and employees of the above.
- 4.2 Failure to adhere to these application instructions may lead to the rejection of the application.
- 4.3 Only persons aged at least 18 may apply for the investments herein. Subject to the Offering Document (as defined below), a parent or guardian of a minor may however apply on behalf of the minor upon presentation of such supporting documents as may be requested by the Relevant Functionary
- 4.4 In accordance with the Financial Intelligence and Anti-Money Laundering Act 2002 (“**FIAMLA**”) as amended from time to time,
- 4.4.1 Individual investors and parent/guardian as the case may be are required to attach to this Application Form:
- (a) **CERTIFIED COPY** of their Mauritian National Identity Card or passport;
 - (b) **CERTIFIED COPY** of a recent utility bill (not more than 3 months old), showing their names and permanent residential address;
 - (c) **CERTIFIED COPY** of the upper part of a recent bank statement showing the name(s) of the account holder and the bank account number; and
 - (d) **CERTIFIED COPY** of the birth certificate in case of minors (where applicable).
- Alternatively, original documents of the above may be produced which shall be copied and certified by the Relevant Functionary or its appointed representatives.
- 4.4.2 Corporate investors are required to attach to this Application Form:
- (a) **CERTIFIED COPY** of official documents demonstrating the legal existence of the Investor;
 - (b) **CERTIFIED COPY** of documents confirming the identity of at least two directors of the Investor; and
 - (c) **CERTIFIED COPY** of extracts of the resolution of the board of directors or managing body of the Investor, granting the relevant authority to the signatories of the Investor for the subscription of the relevant Notes and to authorize the bank transfer.
- 4.4.3 For each director as mentioned in paragraph 4.4.2 above, the documents mentioned in paragraph 4.4.1(a) to (c) are required.
- 4.5 The required documents can be certified as true copies by any one of the following persons: a notary, a lawyer, an actuary or an accountant holding a recognised professional qualification, a serving high ranked police or customs officer, a member of the judiciary, a civil servant, an employee of an embassy or consulate of the country of issue of documentary evidence of identity, or a director of a regulated financial services business in Mauritius.
- 4.6 Wherever applicable, the Relevant Functionary should be contacted separately for applications made for minors by parties other than parents or legal guardians (e.g. an uncle investing his funds for his minor nephew).
- 4.7 The completed Application Form with all relevant and requested documents should be forwarded to **M.C.B. Registry and Services Ltd**, Sir William Newton Street, Port Louis, Mauritius (the “**Agent**”) by the 21 April 2023, by latest 3pm. Applicants must also fill the bank transfer instruction form appended to this Application Form.

SECTION 5 - GENERAL TERMS AND CONDITIONS

- 5.1 Words denoting the singular number shall include the plural number also and vice versa and words importing the masculine gender include the feminine gender and vice versa.
- 5.2 Capitalised terms used herein and not otherwise defined shall have the same meaning as ascribed to them under the prospectus issued by the Issuer in relation to the offering of the Preference Shares (the **"Offering Document"**).
- 5.3 In the event of any conflict between the contents of this Application Form and the Offering Documents, the Offering Document shall prevail.
- 5.4 Copies of the Offering Document are available for inspection at the office of the Agent during office hours, i.e. between 9am to 4pm.
- 5.5 The Investor fully understands the risks expressly specified in the Offering Documents.
- 5.6 Before making any decision to subscribe to the Preference Shares offered herein the Investor is strongly advised to take appropriate advice from a suitably qualified professional, tax or financial adviser.

SECTION 6 - DATA COLLECTION AND PROTECTION

- 6.1 The Investor acknowledges, understands and agrees that the Relevant Functionary shall, for the performance of its obligations under this Application Form and the Offering Document, collect and, where necessary or required, process, personal information which the Investor hereby voluntarily discloses to it (the **"Personal Data"**) when filing in the Application Form of the Issuer. The Relevant Functionary undertakes to treat the Personal Data confidentially and securely in line with the provisions of the Data Protection Act 2017, as amended from time to time.
- 6.2 The Investor acknowledges that he has the right of access to, the possibility of correction of and destruction of, the Personal Data which is in the custody or control of the Relevant Functionary. There may be circumstances where the Relevant Functionary will not be able to comply with a request, typically in relation to a request to erase Personal Data or an objection or restriction to the processing of its Personal Data where the Relevant Functionary needs to keep the Personal Data to comply with its legal obligations or where the Relevant Functionary needs to use such information to establish, exercise or defend a legal claim.
- 6.3 Save as otherwise herein provided, the Relevant Functionary undertakes not to reveal or otherwise disclose the Personal Data to any external body (other than the Issuer, the Agent and the Corporate Finance Adviser), unless (i) it has obtained the express consent of the Investor, or (ii) it is under either a legal obligation or any other duty to do so, or (iii) the Personal Data is disclosed to any agent, third party service provider, professional adviser or any other person under a duty of confidentiality to the Relevant Functionary. The Investor expressly acknowledges and agrees that the foregoing disclosures may require that the Personal Data be transferred to parties located in countries which do not offer the same level of data protection as the Investor's home country.
- 6.4 The following paragraph shall apply to non-individual applicants only:
Where personal information relating to the officers, employees and directors of the Investor is, or is required to be, collected by the Relevant Functionary, the Investor expressly agrees and procures to do all such things that may be required by the Relevant Functionary to ensure that its officers, employees and directors are made aware of the data protection provisions herein and that such officers, employees and directors give their consent with regards to the collection, processing and transfer of such personal information by the Relevant Functionary in accordance with this section on data protection.

SECTION 7 - DECLARATIONS

- 7.1 The Investor agrees to purchase the above mentioned Preference Shares and agrees to accept the same or lesser number of Preference Shares that may be allocated to it/he upon the terms and conditions of the Offering Documents and this Application Form.
- 7.2 In accordance with anti-money laundering requirements, the Investor hereby consents that the Relevant Functionary may record, exchange, analyse and use relevant information about the Investor and his relationships with any affiliate in its group for the purposes of making reasonable and legal verifications on the information disclosed herein.
- 7.3 The Investor represents and warrants that it/he has the necessary authority and power to purchase and hold the Preference Shares in accordance with this Application Form and the Offering Document, and in the case of a non-individual Investor, has taken all necessary corporate action to approve such purchase and to authorise the person(s) signing this Application Form to bind it in accordance with the terms hereof.
- 7.4 The Investor hereby acknowledges having read, understood and agreed to the terms and conditions contained in this Application Form, the Annex, the Offering Documents and the FIAMLA and invests in the Preference Shares in accordance with the same.
- 7.5 The Investor declares that all the information supplied in this Application Form and all relevant and requested documents are true, correct and complete and undertakes to indemnify the Relevant Functionary in the event of any misstatement in this form. The Investor further undertakes to promptly notify the Relevant Functionary, in a form acceptable to it, of any change in the same. The Investor irrevocably and unconditionally authorises the Relevant Functionary to update its existing records accordingly.
- 7.6 The Investor hereby accepts to receive any allotment letter and/or such other related documents relating to the Preference Shares by email.
- 7.7 The Investor understands and agrees that dividend payments and/or redemption proceeds shall be credited by electronic transfer to its/his bank account as described in its/his CDS account. The Investor further understands and agrees to provide its/his bank details to its/his investment dealer to update its/his CDS account where its/his CDS account does not contain a bank account number accordingly. No cheques will be issued to Preference Shareholders. If the dividend and/or redemption proceeds disposal mode on a Preference Shareholder's CDS account is "By cheque" at the time a dividend/redemption proceeds is being paid or where an invalid bank account has been provided, the Preference Shareholder will be promptly notified that his share of the dividends redemption proceeds is being held with the Agent until the Agent is in a position to credit the bank account of the Preference Shareholders or the Preference Shareholder provides a valid bank account to which the dividends/redemption proceeds can be credited. No interest will be payable on such dividends held with the Agent.
- 7.8 The Investor understands that if a CDS account number is not specified in section 3 above or if the corresponding CDS Statement is not attached to this application, by signing this Application Form, the Investor is expressly authorising the Relevant Functionary to open a CDS account as per the information as per section 1 above. The Investor undertakes to provide any other documentation as may be requested by the Relevant Functionary in that respect.
- 7.9 The Investor agrees that in the event subscriptions received are not processed (as disclosed in of the Offering Document), all monies already paid by it/him will be returned without interest in accordance with the Offering Document. Refunds will be made within two (2) Business Days after the Issue Date by bank transfer to the account specified on this Application Form.
- 7.10 The Investor acknowledges and agrees that all notices to be sent by the Issuer to holders of the Preference Shares will be sent to the email address provided here above. The email and mailing address provided herein shall supersede all previous addresses provided by it/him in respect of any securities issued on or before the date hereof. This will be superseded by the information already at the CDS where applicable.

SECTION 8 - INSTRUCTIONS FOR JOINT APPLICATIONS (Only applicable for applications in joint names)

8.1 Operation of account

The investor irrevocably and unconditionally authorises the Relevant Functionary to act upon instructions given by:

- Any one of the Primary investor or Joint Investor; or Jointly by both the Primary investor and Joint investor

8.2 Ownership of Investment

The Investor signifies their express and unequivocal acceptance that, to the fullest extent permitted by applicable laws, on the death of any one Investor (the "Deceased"), the Relevant Functionary shall only recognise as having legal ownership to the investment subscribed by us hereunder (without prejudice to any rights the Relevant Functionary may have in respect thereof, arising out of set-off, counterclaim or otherwise):

- The estate of the deceased jointly with the surviving investor; or The surviving investor only.

SECTION 9 - TAX RESIDENCY SELF-CERTIFICATION

The Mauritian Government has and will be agreeing a number of inter-governmental agreements to share tax information, where applicable, with tax authorities in foreign jurisdictions in furtherance to, inter alia, the Foreign Account Tax Compliance Act (FATCA), the Standard for Automatic Exchange of Information - Common Reporting Standard (CRS) and/or such other authorities as may be applicable from time to time. The requirement to collect certain information about each investor's tax arrangement is part of Mauritian legislation and we are legally bound to collect it. We are asking for your tax residency and tax reference numbers (where applicable) to update our records now, but will only disclose this information to the relevant tax authorities if and when we are required to do so under Mauritian law.

This section should not be completed if you are a Non-Individual, nominee or other intermediary. You may instead be required to complete and provide the appropriate self-certification form.

9.1 Are you resident for TAX PURPOSES anywhere other than Mauritius?

- Primary Investor Yes No Joint Investor Yes No

9.2 If you answered yes to the above question, please list the country or countries in which you are resident for tax purposes, together with any Tax Reference Number(s)/Tax Identification Number(s) (TIN), if relevant:

Country of Tax Residency	Tax Reference Number	Primary Holder	Joint Holder
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Note: If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US.

Signature: _____

Name: _____

Capacity: _____

Date: _____

FOR OFFICE USE ONLY	
Verified by: _____	Plan Reference: _____
Processed by: _____	Agent: _____
To be returned by latest: _____	

ANNEX - INDEMNITY RELATING TO NON-FACE-TO-FACE COMMUNICATIONS (the "Indemnity")

In consideration of the Relevant Functionary accepting to act upon instructions (the "Instructions") with regards to the investments made herein by electronic means (email, fax, etc.) or any other non-face-to face communications (e.g. post, telephone), the investor agrees to the following provisions of this Indemnity:

- 1 Instructions by email must originate from the email address(es) as mentioned in the Application Form or as may be notified by the investor to the Relevant Functionary in writing from time to time;
- 2 The recording of telephone conversations between the Investor and the Relevant Functionary with or without the use of a warning tone and such recording shall be the sole property of the Relevant Functionary;
- 3 The Investor has been informed and is perfectly aware of and accepts the risks inherent to providing Instructions by electronic or any other non-face-to-face transmission method, including without limitation to delays and errors in transmission or payment, incomprehension, absence of confidentiality, transmission by unauthorised persons, hijacking, embezzlement and misappropriation of information and resulting loss caused thereby;
- 4 The Investor assumes full responsibility for all actions taken by the Relevant Functionary, in accordance with the Instructions purporting or appearing on their face to have been received from the Investor or his authorised representatives. The Investor agrees that if any Instructions purport or appear on their face to have been signed by the Investor or his authorised representatives, such Instructions may be treated by the Relevant Functionary as if it has been duly signed by the Investor or the authorised representatives of the Investor with the authority and on behalf of the Investor, notwithstanding that it may later be established that such Instructions were not so signed. The copy or recording of the Instructions (as the case may be) shall constitute the irrevocable evidence of the Instructions;
- 5 In acting on the Instructions, the Relevant Functionary shall be deemed to have acted properly and to have fully performed all obligations owed to the Investor, notwithstanding that such Instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the investor shall be bound by any Instructions on which the Relevant Functionary may act if the Relevant Functionary has in good faith acted in the belief that such Instructions were given by the Investor;
- 6 The Relevant Functionary may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an instructions pending further enquiry or further confirmation (whether written or otherwise from the investor), provided that the Relevant Functionary shall not be under any obligation to so decline in any case and the Relevant Functionary shall in no event or circumstances be liable in any respect for not so declining;
- 7 Save for provisions relating to Instructions, this Indemnity is in addition to and is intended to replace, limit or affect the Relevant Functionary's current standard terms and conditions and/or any legally binding agreements between the parties hereto. In the event of any conflict relating to the Instructions, this Indemnity shall take precedence;
- 8 The Investor shall keep the Relevant Functionary fully indemnified from and against all actions, proceedings, claims and demands which may be brought or made against the Relevant Functionary and all losses, costs, charges and expenses, howsoever arising and which the Relevant Functionary may incur or sustain or for which the Relevant Functionary becomes liable by reason of the Relevant Functionary having acted in accordance with the whole or any part of any Instructions or having exercised (or failed to exercise) the discretion conferred upon the Relevant Functionary in connection with the terms and conditions laid down in this Application Form;
- 9 The Investor releases the Relevant Functionary from any liability or claim for failure to act or execute any Instructions due to any reason beyond the Relevant Functionary's control;
- 10 Where this Indemnity relates to one or more joint account, the obligations of the signatories shall apply jointly and severally;
- 11 This Indemnity may be terminated by either party by giving five days' prior written notice to the other party. Termination of this Indemnity shall not relieve any of the Investor's pre-existing liability incurred herein prior to such termination. Upon termination, the Relevant Functionary shall no longer rely on the non-face-to-face communication described under this Application Form; and
- 12 This Indemnity shall be construed and governed in accordance with the laws of Mauritius.

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BANK TRANSFER INSTRUCTION

Please use BLOCK LETTERS to complete this form

Date: _____

The Manager: _____

Dear Sir/Madam

We should be grateful if you could act upon instruction as below:

DEBIT ACCOUNT

Account number: _____

Name of Bank : _____

Currency : _____

Account in the name of : _____

CREDIT ACCOUNT - MUR

Account in the name of : M.C.B Registry and Securities Ltd

Beneficiary Bank : The Mauritius Commercial Bank Ltd

Currency: MUR

Account number : 000450427986

IBAN number: MU32MCBL0901000450427986000MUR

CREDIT ACCOUNT - EUR

Account in the name of : M.C.B Registry and Securities Ltd

Beneficiary Bank : The Mauritius Commercial Bank Ltd

Currency: EUR

Account number : 000450428017

IBAN number: MU96MCBL0901000450428017000EUR

TRANSACTION DETAILS

VALUE DATE : 02 May 2023

Description : _____

Amount in figures : _____

Amount in words : _____

Bank charges : Any bank charges to be debited from the account of the remitter

**I HEREBY AUTHORISE MY BANK TO PROCESS THIS BANK TRANSFER INSTRUCTION ON THE DATE HEREOF WITH
VALUE DATE OF 02 MAY 2023**

Signature: _____

Name: _____

Capacity: _____

Date: _____

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