

Samba Capital is a corporate body authorized under license Number. (07069-37), in accordance with the Authorized Persons Regulations issued by the CMA.

Izdihar China Equity Fund

(Open Fund)

Prospectus

Notices

This prospectus reflects the terms and conditions under which Samba Capital and Investment Management Company ("Fund Manger") provides investment management services to subscribers. These terms and conditions and appendices thereof constitute the agreement between the fund manager and the subscriber.

This agreement shall be legally binding, and shall govern the basis on which the Fund Manager shall provide its services to subscribers. This agreement supersedes any other previous agreements entered into between the Fund Manager and subscriber.

The Fund Manager may take, or cancel, any action that it may deem appropriate to ensure compliance with any regulations issued by CMA, and the Fund Manger shall not bear any responsibility in connection thereof towards the subscriber or any third party.

The Fund is an open-ended investment fund aiming at long-term capital growth through investment in the equities listed in the Chinese market.

If the subscriber is an individual, the conditions of the this agreement shall be binding on his heirs, successors, executor, directors and personal representatives, trustees, assignees and the subscriber's acceptance of the terms and conditions herein, shall not automatically lapse by his death or disability. Similarly, if the subscriber is a legal entity, this agreement shall not automatically lapse by his death, disability, insolvency, bankruptcy or liquidation of any of its partners or shareholders. Notwithstanding the above, the Fund Manager may, at its own discretion, suspend any related transactions in connection with these terms and conditions , until it receives an order from the court or a power of attorney authorizing any of the heirs, executors, directors, personal representatives, trustees or assignees allowing to affect such transactions.

Potential investors have to read this document carefully before making any investment decision related to this Fund, and they should not take the Fund Manager's opinion as a recommendation to hold units in the fund. They should also understand that fund's risk level is low (see the paragraph related to the Fund risks in the Fund terms and conditions).

The Fund Manager shall exercise reasonable care during selection of the representative and affiliates, banks, agents, dealers, custodians, funds or investments, but it will not take any responsibility for any loss, damage or obligations or expenses that the subscriber may suffer due to failure of any of the above mentioned parties to perform their duties properly, at all times, unless such failure is attributable to deliberate default or gross negligence.

The Fund Manager's responsibility shall be limited to exerting his best endeavors to make the above mentioned parties to rectify any error they may commit. Under all circumstances, the Fund Manager shall not take any responsibility for any direct, indirect or consequent loss or damage, either attributable to any mistake, default or deliberate negligence, liquidation, bankruptcy, insolvency, or any other financial failures that may be inflicted by the above mentioned persons, and the Fund Manager shall take the necessary actions for recovery of any losses.

The Fund Manager and affiliates, may disclose the information in its possession or any information about the subscriber as may required by law, or for the purpose of performance of the services under this agreement.

The Fund's terms and conditions were issued on 01/06/2005 and the latest version has been updated on 31/07/2017

Fund Prospectus

Izdihar China Equity Fund

Fund Manager

Samba Capital & Investment Management Company

CR 1010237159

Kingdom Tower, Olaya

P.O. Box 220007, Riyadh 11311

Kingdom of Saudi Arabia

Sub Manager

NOMURA Asset Management UK Limited

Nomura House, 1 St. Martin's-le-Grand, London, EC1A 4NT

Custodian

Samba Capital & Investment Management Company

CR 1010237159

Kingdom Tower, Olaya

P.O. Box 220007, Riyadh 11311

Kingdom of Saudi Arabia

Auditor

PricewaterhouseCoopers

Kingdom Tower – 21st Floor

P.O. Box 8282, Riyadh 11482

Kingdom of Saudi Arabia

www.Pwc.com

+966 11 211 0400

Fund Summary

Fund currency	USD
Risk Level	High
Benchmark Index	MSCI China Index
Purpose	Long-term capital growth through investment in the equities listed in the Chinese market
Minimum subscription amount	USD 2000
Minimum additional subscription amount	USD 1000
Minimum redemption amount	USD 1000
Days of subscription and redemption	Every business day in the Kingdom
Last date for subscription and redemption	12.00 pm each Sunday and Tuesday.
Dealing / valuation days	Each Monday and Wednesday.
Payment of the value of redeemed units to subscribers	Within four business days from Valuation day
Subscription fees	None
Management fees	2 % annually including foreign manager's fees
Other fees	Maximum of 0.5% of fund total asset (See financial disclosure summary)
Offering date	01/06/2005
Initial unit price	USD 10

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Definitions

- 1- "Jurisdiction" or "Authority" means the Capital Market Authority which is established under the Capital Market law promulgated by Royal Decree No. (M/30) dated 2/6/1424H. It is a government authority having legal personality and financial and administrative autonomy. It reports directly to the President of the Council of Ministers. It regulates and develops the Capital Market, and issues rules, directives and instructions for implementing the Capital Market law and regulations.
- 2- "Affiliates" mean the parent company and any of its subsidiaries or affiliates of the Fund Manager.
- 3- "Fund" means Izdiyar China Equity Fund.
- 4- "Fund Manager" or (Samba Capital) means Samba Capital and Investment Management Company.
- 5- "Regulations/Implementing Regulations" mean laws, regulations, rules, procedures, instructions, directives issued by CMA dealing with implementation of the Capital Market law or other applicable laws in the Kingdom, or any law applied by CMA.
- 6- "Net Asset Value" means Fund value for the purpose of purchase, redemption or transfer of the units, after deduction of the fund obligations from the total assets value (including fees paid to the Fund Manager).
- 7- "Subscriber" means each investor in the Fund. Investor may be a natural person or a legal entity.
- 8- "Samba" means Samba financial Group.
- 9- "Valuation day" means the day in which the net value of the Fund Assets is defined for the purpose of purchase, redemption or transfer of the units.
- 10- "Sub-Manager / Foreign Manager" NOMURA COMPANY
- 11- "Foreign Investment Fund" means China Opportunities

Terms and Conditions

- | | |
|--|---|
| 1. Fund's name | Izdihar China Equity Fund |
| 2. Fund Manager's Address | CR 1010237159
Kingdom Tower , Olaya
P.O. Box 220007, Riyadh 11311
Kingdom of Saudi Arabia
www.Sambacapital.com |
| 3. Fund Starting Date | 01/06/2005 |
| 4. Regulator | The Fund and Fund Manager's acts shall be governed by the CMA Laws and regulations. It should be noted that Samba Capital is a corporate body licensed under the Authorized Persons Regulations issued by CMA, license No. (07069-37). |
| 5. Fund terms and conditions issue date and latest update to the same | The Fund terms and conditions were issued on 01/06/2005 and the latest version has been updated on 31/07/2017 |
| 6. Subscription | USD 2000 as a minimum subscription and minimum balance of the investor
USD 1000 as a minimum for the additional subscription. |
| 7. Fund Currency | USD.
If payment for the unites was by any other currency, it shall be changed to the currency determined by the Fund Manager, based on the current exchange rate applicable by Samba at that time, and purchase shall be effective as from collecting of the amount in the determined currency, based on the unit price. |
| 8. Fund Objectives | Long-term capital growth through investment in the equities listed in the Chinese market.
The Benchmark index shall be MSCI China Index. |
| 9. Main Investment Strategies | The Fund will generally deal in securities that include shares, bonds and capital money markets through investment of all its assets, except cash assets, in purchasing units at the Chinese Opportunities Fund managed by Nomura that applies the following investment policies:
(1) The foreign fund shall invest not less than 90% of its assets in Chinese shares in various |

sectors.

- (2) Investment shall be made in certain shares through progressive analysis which depends on the long-term value and the expected growth. The Foreign Fund Manager shall value companies, study the profits, asset value and cash flows of the respective company, and price frequency for profit and profit margins and company liquidation value.
- (3) The balance 10% of the foreign fund assets shall be invested in bonds and in money markets.
- (4) The Foreign Fund Manager may maintain a substantial portion or all of the Fund assets in the form of cash or in the form of short or long-term investments in the money markets, if he believes that the market conditions or the economic situation is not relatively fit for investment in shares.

The Fund Manager may seek finance provided that the maximum allowed financing of the Fund shall be 10% of the Fund's total net asset value, except if finance is required from the Manager or any of its affiliates to cover redemptions.

10. Main Risks of investment in the Fund

The Fund is suitable for an investor who seeks capital growth and willing to accept high risks in anticipation of return on his investments at the long run.

The Fund shall be subject to the market fluctuations. Thus, the price of the units may fall or rise, and upon redemption, the subscriber may not recover his invested amount, and there is risk that he may lose all his investments in Fund.

The main risks of investment in the Fund include:

- Risks associated with securities and stock market fluctuations

Investment in the capital markets is highly risky, it is susceptible to high fluctuations and affected by many economic and industrial factors. Accordingly, the Fund investments may decline.

- Political risks at the level of investee countries: Includes domestic disputes or wars that, when arise, shall adversely affect the investment.

- Economic risk at the local and regional level
The Capital markets are affected by fluctuation of the

oil price and the international economy in general. Usually, capital markets decline at the time of economic deflation and recession.

- **Currency and Interest Rate Risks**

Currency risks occur in case of payment for the units in a currency which is different from the Fund currency. Differences in the exchange rate may, as the case may be, lead to increase or decrease in the units price. Similarly, fluctuation of the interest rate may adversely affect the investment.

- **Liquidity Risks:**

Liquidity implies quick and easy selling of the asset and converting it into cash. Some shares may become less liquid than others, which means that they cannot be sold quickly or easily, and some shares may be illiquid due to legal restrictions or absence of purchasers who are interested in certain shares.

- **Sectors Risks:**

Some sectors in the capital market may be negatively or positively affected with economic indicators, which may consequently affect the Fund performance, depending on the fund's exposure to such sectors.

- **Credit Risks**

Credit risks is when the borrower or the counter-party, in a loan contract or repurchase agreement, may not be able to pay or abide by the timeframe for payment or totally fails to pay. All companies and countries that borrow and also the bonds and securities themselves, may undergo a credit valuation.

Subscriber's investments in the Fund shall not be deemed as guaranteed liabilities by the Fund Manager or any affiliate or subsidiary, but shall be subject to the above mentioned investment risks.

The Fund Manager shall not be liable for any claim(s) whatsoever, for any lost opportunity or an actual loss that may be incurred by the subscriber, except in case of deliberate or gross negligence by the Fund Manager.

Subscriber's investments in the Fund shall not be deemed as a deposit and shall not be also construed as a deposit with any local bank.

11. Fees and Expenses

Subscriber agrees to pay the following to the Fund Manager:

(a) Management fees of 2% annually, for managing

of the Fund ("management fees"), including the Foreign Manager's fees, to be paid in arrears, on quarterly basis, and to be calculated and be payable on basis of the net assets value of the Fund, for each quarter, as established at every valuation day during the relevant quarter.

(b) Other charges as maximum of 0.5% of fund total asset , which shall be calculated on each valuation of the Fund, shall be as follows:

1- Audit fees.

2- Remuneration of the Fund independent directors.

For further information, please see the financial disclosure summary herein.

12. Dealing charges

Dealing charges are included within the management fees.

13. Board of Directors

Irfan Said (Chairman)

Corporate Finance & Investment Banking Head since 2014

BA, Economics, Wesleyan University, Connecticut, USA - 1993. MA, Economics, Georgetown University, Washington, D.C, USA, 1996.

Mr. Said has over 21 years of corporate finance advisory and arranging experience. His expertise extends across a broad spectrum of products including Debt & Equity Capital Markets, Mergers & Acquisition and Financial Advisory across multiple geographies and in a wide variety of industries. Prior to joining Samba Capital, he worked in Samba Financial Group in Saudi Arabia, ANZ Investment Bank in India and ICF Kaiser International in USA. Mr. Said is a member of the Operating Committee and the Valuation Committee.

Beji Tak-Tak (Member)

Head of Risk Management Group at Samba Financial Group

Two bachelor degrees in Politics & Economics and in Business Management from France.

More than 20 years experience with Citibank.

Abdullah AlShaikh (Member)

Head of Legal

Holds a Bachelor degree in Law, King Saud University, Riyadh - 2003. Master in Law (LL.M), Harvard Law School, Cambridge Massachusetts, USA - 2007. Mr. Al-Shaikh has more than 12 years of experience in

banking and financial law. Before joining Samba Capital, he worked as an in-house counsel for the Saudi Arabian Monetary Agency (SAMA) and the Capital Market Authority (CMA). In addition, when seconded to NASDAQ OMX Group he also worked as a legal advisor in the office of the General Counsel of NASDAQ OMX Group, USA. Prior to this he worked with Denton Wilde Sapte LLP as an associate lawyer in their offices in Dubai and Riyadh. Mr. Al-Shaikh is a member of the Operating Committee

Qusai Al-Fakhri (Independent Member)

One of the founders of the Arab-style real estate development company and a partner and chief executive of the company, bachelor's degree in financial management with honors from King Fahd University of Petroleum and Minerals.

The above mentioned persons are members in the board of the following funds:

Qusai Al-Fakhri	Abdullah AlShaikh	Beji Tak Tak	Irfan Said	Saba Capital Investment Funds
X	X	X	X	International Trade Finance Fund (Sunbullah USD)
X	X	X	X	International Trade Finance Fund (Sunbullah SAR)
X	X	X	X	Al Musahem Saudi Equity Fund
X	X	X	X	Al Razeen SAR Liquidity Fund
X	X	X	X	Al Razeen USD Liquidity Fund
X	X	X	X	Al Raed Saudi Equity Fund
X	X	X	X	Izdihar China Equity Fund
X	X	X	X	Al-Fareed Saudi Equity Fund
X	X	X	X	Al-Raed GCC Fund
X	X	X	X	Al Jood GCC Equity Fund
X	X	X	X	Al Musahem GCC

				Fund
	X	X		Samba Real Estate Fund
X	X	X	X	Al Ataa Saudi Equity Fund
X	X	X	X	Americas Equity Fund
X	X	X	X	Europe Equity Fund
X	X	X	X	Asian Equity Fund
X	X	X	X	Global Equity Fund
X	X	X	X	Al Nafees Global Commodities Equity Fund

The Board of directors' tenure shall be one renewable year, and the functions and responsibilities of the board members shall include but not limited to:

- Approval of all substantial contracts, decisions and reports in which the Fund is a party.
- Oversee, and endorse, as may be deemed appropriate, of any conflict of interests that may be disclosed by the Fund Manager pursuant to the investment funds regulations.
- Meet twice a year as a minimum, with the compliance officer (Compliance Committee) and the anti-money laundering and counter-terrorist officer, to ensure compliance of the Fund Manager with all the applicable rules and regulations.
- Endorse any recommendation that may be raised by the liquidator, if such liquidator is appointed.
- To ensure completeness of the Fund terms and conditions and compliance thereof with the investment funds regulations.
- To ensure that the Fund Manager acts for the benefit of unit holders in accordance with the Fund terms and conditions and the investment funds regulations.
- The Fund Manager's fiduciary responsibility to unit holders includes a duty of loyalty and duty to exercise reasonable care.

14. Fund Manager

Samba Capital and Investment Management Company
CR 1010237159
Kingdom Tower , Olaya
P.O. Box 220007, Riyadh 11311
Kingdom of Saudi Arabia

The CMA Board has issued license No. (07069-37) to Samba Capital and Investment Company to practice

securities business in the Kingdom, in the following areas:

- Dealing
- Managing
- Custody
- Arranging
- Advising

The Fund Manager shall endeavor to avoid any conflict of interests between its interests and the interests of any of its affiliates, the investment fund it manages, and the interests of subscribers, or between the interests of various subscribers. In case of any dispute, all subscribers should be fairly treated by the Fund Manager through disclosure of such dispute or refraining from acting for the benefit of any subscriber at the expense of others. The Fund Manager shall not advance its own interest to the detriment of subscribers' interests, without written approval of the subscriber who is well acknowledged with the details.

A subscriber hereby authorizes the Fund Manager to delegate or assign its powers, as the Fund Manager may deem fit and appropriate, to one or more financial institutions (at the risk of the subscribers), to act as an advisor, trustee, agent or broker for the Fund, which is hereinafter referred to as "the authorized party", and to enter into a contract with that authorized party for providing of investment and/or custody and deposit services for any securities and assets, whether directly or through any third party.

Subscriber understands that the Fund Manager shall not disclose any information about subscriber to the above mentioned authorized party or to any third party unless such disclosure is required by law, or if such disclosure is necessary to enable the authorized party to perform its duties.

The Fund invests in the Foreign Fund which is managed by Nomura, which is a Japanese international company for management of assets. For further information about this company, please visit their web site:

www.nomura-asset.co.uk

15. Custodian

Samba Capital and Investment Management Company
CR 1010237159
Kingdom Tower , Olaya
P.O. Box 220007, Riyadh 11311

Kingdom of Saudi Arabia

16. Auditor

The Fund Manager has appointed PWC as an external auditor

PricewaterhouseCoopers

Kingdom Tower – 21st Floor

P.O. Box 8282, Riyadh 11482

Kingdom of Saudi Arabia

www.Pwc.com

+966 11 211 0400

17. Audited Financial Statements

The Fund Manager shall prepare audited financial statements, by end of each Gregorian year, within a period not later than (90) calendar days from closing of each Gregorian year. Copies of these statements shall be sent to all subscribers, at their request, through Samba Capital centers free of charge, and also copies shall be sent to the potential subscribers upon their written request. The Fund Manager shall also prepare audited interim financial statements every six months, within a period of (45) days from closing of the period, and sent the same to subscribers, upon their request, through Samba Capital centers and also copies shall be sent to the potential subscribers upon their written request.

18. Unit Characteristics

The Fund is an open-ended investment fund. The Fund Manager, at its sole discretion and without prejudice to other conditions reflected in this document, may issue unlimited number of units in any fund provided that they shall be of the same category. Each unit represents a proportional share in the fund and equals its peers in the fund. In case of liquidation of the Fund, the unit's net value which is available for distribution to subscribers shall be divided among the units on a pro rata basis.

19. Other Information

Investment Effective Date: Investment by a subscriber shall be effective and in full force based on the price announced at the valuation day following receipt of the funds. In case of payment by cheque, investment shall be effective only on the valuation day following receipt of net funds, provided that such funds should be received before 12 P.M., on Sunday and Tuesday, otherwise the investment becomes effective only at the next valuation day following receipt of the funds.

Credit nature of the Funds: Subscriber understands the credit nature of the fund, and that any decision taken by the Fund Manager from time to time, in

accordance with these conditions, regarding the assets that are deposited with the Fund, shall be at the risk and responsibility of the subscriber, provided that such risk is not attributable to the gross negligence or forgery by the Fund Manager.

Segregation and Custody: The Fund manager shall maintain records and accounts reflecting the assets, obligations and expenses incurred in the operation and administration of the fund. The fund assets shall be maintained with one or more custodian at different locations with the financial institutions that the Fund Manager may select, at its own discretion, (including but not limited to any affiliate).

The Fund Manager may, at any time, maintain such assets with any affiliate in accordance with the conditions that it may deem fit, provided that the fees or commission paid by the Fund Manager to such parties shall not exceed those fees and commissions paid to other parties providing similar services under similar circumstances.

Each subscriber holds an accumulated interest in the fund assets based on the net asset value of the subscriber's units.

Information in Public Domain: All decisions relating to the Fund taken by the Fund Manager shall be based only on the information available to the public.

Profits and Distribution: In case of any dividends from the companies owned by the Fund, they shall be reinvested in the Fund. Reinvestment of such dividends in the Fund shall improve value and price of its units.

Power of Attorney: The subscriber hereby irrevocably appoints the Fund Manager as its agent with all the powers, including authorization and substitution, to execute and deliver any documents that the Fund Manager may deem necessary to obtain or sell the Fund's assets, or to invest the Fund's money or transfer any of the Fund's assets to any third party who is nominated for the position of Fund Manager, or to exercise any of the powers entrusted to the Fund Manager, or to perform any of the functions and responsibilities of the Fund Manager in connection with any Fund. Any document required under that power of attorney should be executed by the duly authorized representative of the Fund. Accordingly, the subscriber hereby agrees that the Fund Manager or his duly authorized representative shall execute all documents and perform all works and do other things that fall within its powers for the purpose of enforcement of these

terms and conditions in general and this article in particular.

Force Majeure: Unless as may be otherwise provided herein, the Fund Manager shall not be deemed in default or be responsible towards the subscriber or any third party, for any delay, or error or failure to perform or delay in performance of any of its functions and duties due to any force Majeure including Acts of God, boycott, labor strike, interruption of power or communication services, civil commotion or any similar act which is beyond the reasonable control of the parties. The Fund Manager shall notify the subscriber in writing of any material delay which is attributable to such circumstances.

Special Commission Arrangements: The Fund Manager may enter into special commission arrangements which shall be limited to execution of transactions on behalf of its customers, or for providing of research services, subject to the investment funds regulations.

20. International Investment Funds

Fund Manager pursued reasonable care in selecting of the Foreign Fund Manager, whose financial statements and the company credit rating and professional background and experience of its investment team were carefully studied and reviewed. The investment fund managed by the Foreign Manager were also analyzed and compared against funds managed by other managers.

However, the Fund Manager shall not be accountable for any loss or damage or obligations or expenses that may be incurred by subscriber due to failure of any persons operating other funds, to perform their functions and duties in a timely and proper manner, provided that such failure is not attributable to forgery or deliberate or gross negligence of those persons. The Fund Manager shall monitor and, if necessary, pursue due diligence as to the investments made by any other foreign investment fund.

21. Shariah-based investment funds

N/A

22. Fund Manager's Investment in the Fund

Fund Manager may invest in the Fund for its own account. Such investment must be disclosed in the financial statements, and shall receive the same treatment of other unit holders. Noting that the Fund Manager does not currently have any investments in the Fund.

23. Initial Offers

N/A

24. Subscription and Redemption Procedures

Subscription:

Subscribers who are interested in purchasing units in the Fund may complete and hand to the Fund Manager the relevant form which is obtainable from Samba Capital, with authorization to debit their accounts with Samba. Subscription in the Fund shall be through purchase of units based on the valuation price, as defined herein. The Fund Manager may, at its sole discretion, deny subscription of any person in the Fund, if such subscription, among other things, is violating any law or the regulations which are enforced by regulators from time to time.

The Fund's units shall be valued based on the closing price of the capital markets each Monday and Wednesday, noting that the deadline for acceptance of subscription applications shall be before 12 P.M., on each Sunday and Tuesday, and the prevailing price shall be applied on the following valuation day.

The minimum initial subscription for corporate saving plans/ Regular investment related to Samba Financial Group is SAR 3000 and SAR 500 for any additional subscription on monthly basis.

Redemption:

a) Redemption requests may be made on the form which is obtainable from Samba capital centers or through alternative channels (e.g. Samba Capital phone, Samba Capital Online).

b) Redemption shall not be less than USD 1000.

The maximum period of time that may lapse between redemption by the unit holder and payment of redemption proceeds, shall be four business days following the valuation day.

c) In the event that the total number of redemptions or transfer requests, at any valuation day, exceeds 10% of the total number of units available at the previous valuation day, the Fund Manager, at its own discretion, may postpone all or part of any redemption or transfer requests to the following valuation day on a pro rata basis, taking into account always the 10% limit, which shall be used only during the periods in which redemption and/or transfer requests impose restrictions on liquidity, which may

be negatively reflected on the remaining unit holders.

d) At the time of receiving any redemption request, if such redemption would lead to decreasing of the subscribers investment to less than the minimum subscription amount, all the invested amount by such subscriber in that fund will be redeemed without providing the subscriber with a prior notice. Proceeds of all redemptions will be transferred to the subscriber's current account specified by the subscriber.

If subscription and/or transfer request, at any valuation day, may make subscriber's investments exceed 10% of the total number of units of the previous day, the Fund Manager shall deny subscription pursuant to the investment funds regulations.

e) Subscriber may request transfer of his investments or part of it from a fund to another. In such a case, the transfer request shall be treated as an independent redemption request from the first fund and subscription in the second fund as per the respective T&C of the funds.

Based on the transfer request, in case that the subscriber's investment falls below the minimum initial subscription amount, the Fund Manager may treat such request as a request for transfer of all investments to the fund to which the subscriber requested to transfer the investments.

If the transfer request gives rise to redemption of subscriber's investment in any of the funds, or transfer of his investments from a fund to another, and if, at any time, the account or declaration of the net assets of that other fund is suspended, the net proceeds of such redemption shall be maintained for the account of the subscriber, and investment in the fund to which investments shall be transferred to shall be effective and for the price prevailing at the time of the earliest valuation day of the prices of that fund. The Fund Manager shall not take any responsibility for any claims or demands of any kind in connection with any lost opportunity or actual loss that may be incurred by the subscriber.

f) Unless otherwise referred to, if units are jointly held by two or more persons, any investment in the fund shall be deemed as a joint property of those persons, and they authorize the Fund Manager to act on their behalf based on written instructions from all or any of

them. If subscriber is a legal entity, he should, before allowing him to invest in the Fund, furnish to the Fund Manager a copy of his CR and articles of association and partnership agreement or other articles of incorporation and company decisions, if any, to the satisfaction of the Fund Manager.

25. Valuation of the Fund's Assets

The Fund manger shall establish the value of the Fund net assets allocated for subscription and redemption in the units by subtracting of the liabilities from the total assets value of the relevant fund, including, without limitation, the fees and expenses prescribed by these terms and conditions. The unit price shall be determined by dividing of net amount on total number of units outstanding at the relevant valuation day.

The purchase price of the Fund units or redemption price shall be the net assets value, on the basis of the price of each individual unit, which is disclosed at every Sunday and Wednesday. If banks in the Kingdom are closed at any valuation day, the valuation day in that case shall be the following day on which Saudi banks are open. Unit valuation shall be declared through "Tadawul" System and through Samba Capital electronic services, Samba Capital communication and investment centers.

Delay of valuation of Fund's Assets: The Fund Manager may delay valuation of the Fund's assets for a period not later than two days from the deadline for submission of the purchase and redemption instructions, if the Fund Manager reasonably determines that it is not possible to evaluate a substantial part of these assets in a reliable manner, subject to prior approval of the Fund Board of Directors.

26. Liquidation and Appointment of a Liquidator

The Capital Market Authority shall have the power to appoint a replacement fund manager or a liquidator or to take any other measures it deems necessary, as appropriate, in the event of:

1. A fund manager ceasing to carry on securities business without notification to the Authority under the Authorized Persons Regulations.
2. A request by a fund manager to the Authority to cancel its authorization as a fund manager under the Authorized Persons Regulations
3. The death or incapacity of a portfolio manager, if no other registered person employed by the fund manager can manage the investment fund and if a suitable

replacement cannot be found sufficiently promptly

4. The determination by the Authority of a significant violation or violations of these Regulations, the Capital Markets Law or its Implementing Regulations by the fund manager or the investment fund significant enough in number and/or seriousness as to pose a real threat to the fund manager's ability to continue to perform its duties to investors; or
5. Any other event determined by the Authority on reasonable grounds to be of sufficient significance

27. Dilution Charges

Charges will not be deducted from any Unitholder who requests the redemption of his/her unit within 30 days as of the date of issuing the Fund.

28. Termination

If in the opinion of Fund Manger that the value of the fund assets under his management is not enough to justify continuation of the Fund, or in case of any changes to law or regulations or occurrence of specified events, which constitute a valid reason for termination of the fund, it may terminate the fund by a notice to subscribers and subject to the CMA approval. In such case, the fund assets shall be liquidated and its remaining proceeds shall be distributed to subscribers by a liquidator, whose acts shall be always governed by the laws and implementing regulations and instructions of the competent authority.

29. Reporting to unit holders

Newsletters and periodical statements: The Fund Manger shall send to each subscriber, by the end of each quarter, a statement reflecting net assets value of the Fund units, value of his investment in the Fund, unit price and total units held y him in the Fund.

Mail Address: All statements, notices and correspondences relating to the Fund, shall be sent by the Fund Manger to subscribers at their address shown in the current account opening form.

Subscribers shall notify the Fund Manager, at all times, of their correct mail addresses and inform the Fund manger immediately of any change to their addresses. In case that subscribers fail to notify the Fund Manager of their correct address, or if they ask the Manager not to send the statements and notices about their investments in the Fund, they agree to protect the Fund Manager and relieve it from any

responsibility and waive their rights or claims against the Fund Manager, which may directly or indirectly arise from failure to provide them with such statements and notices or any information about their investments, or any rights that may arise from their failure to respond to such notices, or to verify the information or correct any alleged errors or mistakes in any of these statements or information.

30. Conflict of Interests

Without prejudice to the Fund interests, subscriber understands and agrees that the Fund Manager or any of his directors, employees, may from time to time:

- 1) Hold investment units in the Fund.
- 2) Have a banking relationship with companies whose securities are maintained or purchased or sold to the Fund or on its behalf.

The Fund Manager shall avoid any type of conflict between the Fund interests and subscriber's interests, and shall not advance the interests of a certain group of investors to the detriment of other investors in the same fund.

Any conflict of interests should be disclosed in the Fund Manager annual report and should be communicated to the Fund Board.

The Fund Board of Directors shall be notified of any conflict of interests, and its approval of any conflict of interests that may arise during operation of the Fund, should be sought. All procedures for handling of conflict of interests shall be made available as may be requested.

31. Voting Rights Policy

Fund investments do not carry voting rights. After consultation with compliance officer, the Fund Board approves the policies related to the voting rights given to the Fund for the securities that constitute a part of its assets. Fund Manager shall, at its own discretion, decide to or not to exercise any voting rights after consulting the compliance officer or as per the voting policies and procedures approved by the Fund Board.

32. Amendment of Terms & Conditions

The Fund Manager may at any time, at its own discretion, amend these terms and conditions as may be dictated by the Fund interest, and shall seek the CMA prior approval of any material change to these terms and conditions, and notify subscribers by mail of the proposed change and furnish to them a copy of

the updated terms and conditions, and such amendments shall be effective after (60) days from the notice date.

33. Complaints Procedures

In case of any complaint about the Fund, Unitholder shall send his/her complaint to the Customers Complaint Unit of the Fund Manager via any of the channels described on the Fund Manager's Website. The Fund Manager shall provide the procedures of handling subscribers' complaints if they so request. In case a settlement is not reached or no answer within thirty business days, Unitholder is entitled to submit his/her complaint to Investors Complaints Department at CMA. He/she may also submit his/her complaint to the Committee for the Resolution of Securities Disputes after ninety calendar days as of the date of submitting the complaint to CMA, unless otherwise CMA notifies the complainant to submit his/her complaint to the Committee for the Resolution of Securities Disputes before the lapse of this period.

34. Applicable Law

The Fund conditions and transactions shall be governed by the Saudi applicable laws and regulations. Any dispute arising from connection with these conditions shall be brought before the Committee for Resolution of Securities Disputes at the CMA. The subscriber admits and agrees that purchase or selling of the Fund assets and investments and properties shall be governed also by the Kingdom laws and regulations.

The Fund Manager may take any action that it may deem necessary to ensure compliance with any applicable laws that are issued by any competent authority, and shall not take any responsibility towards the subscriber or any third party.

35. Compliance with Investment Fund Regulation

These terms and conditions and other documents of the Fund shall be governed by the investment funds regulations issued by the CMA which require full, correct and express disclosure of all material information about the Fund.

36. Financial Disclosure Summary

36-1 Fees & Expenses

Type	Percent/Amount (USD)
Subscription Fees	N/A
Redemption Fees	N/A
Fund management fees (management fees)(**)	2% annually from the fund net assets
Dilution	N/A
Custody charges and other custody service expenses	N/A
Independent auditor fees as per the concluded contract (*)	9,680.00
Borrowing expenses for the investment fund	N/A
Accrued fees against services relating to Unit Holder register	N/A
Supervision fees (as per the fees imposed by CMA) (*)	2,000
Fees related to the services of Unitholders' register	N/A
Benchmark index fees	Fund fees is USD 30,220 annually from the fund net assets Fund fees are the portion of the net fees paid to seven funds in SAR. An amount of USD 50,000 annually. It is allocated based on the NAV of the respective fund in proportion to total NAV of all funds.
Stock Exchange fees(trading) as per the received invoices (*)	1,333.33
Dealing fees if the Fund is a holding fund	The Fund is not a holding one
Basis of calculating fee and collection and payment method	Estimated expenses allocated to the fund from total expenses for the seven funds is SAR 80,00. The amount, pertains to independent director feeshfor all shariah compliant funds., it is allocated based on the NAV of the respective fund in proportion to total NAV of all Shariah Compliant funds.
Foreign fund financial arrangement	N/A
Dilution	No Dilution will be deducted.

36-2 Fees Calculation Formula, Collection Method and Payment Time:

(*) Accrued expenses shall be calculated and beard according to the number of due days for each calendar day and shall be paid upon receiving the invoices.

(**) Management fees shall be calculated for each calendar day of the fund and payment is made on a quarterly basis. Accrued fees shall be calculated and beard and paid according to the number of due days for each calendar day (shall be deducted from the fund account) at the end of each quarter.

Management fees = (fund assets – other accrued expenses) x 2% x (number of days from the previous valuation day to the current valuation day) x $\frac{1}{360}$.

36-3 Fund assets, fees and actual expenses during 2016

Net Asset Value	24,823,311.00
Units in issue	1,156,721.00
Unit Price	USD 21.46
Management Fees	264,776.00
Independent Fund Board members	1,073.18
CMA's Annual Fee	2,000.00
Index Fees	16,389.89
Dividends Purification Fees	N/A
Tadawul fees	1,333.33
Dealing Fees	0.00
Custody Fees	N/A
Audit Fees	9,680.00
Sub-manager Fees	N/A
Borrowing Cost	N/A
Legal Fees	N/A
Admin Fees / Other Fees	0
Fund Expense Ratio	0.12%
Dealing Expense Ratio	0.00%
Redemption / Dilution	N/A
Subscription Fees	N/A
Subscription & Redemption Fee to NAV	N/A

All fees and expenses are calculated on every evaluation day and deducted as quarterly payments

36-4 Illustrative Example of the Fund Fees & Expenses Calculation Method Using and Assumptive Investment

Assumptions:		
1. Sole investor		
2. Investment value USD 100 m (10,000,000 unit x USD 10 unit price)		
3. Return on investment = 5% quarterly		
4. Keep 10% of the investment in cash		
Investment Value		USD 100,000,000
Fund details	Cash (A)	USD 10,000,000
	Investments (B)	USD 90,000,000

Valuation of investments at the end of the first quarter assuming the increase of their value by 5%	$C = B + (B \times 5\%)$	USD94,500,000
Total fund assets including cash	$D = A + C$	USD104,500,000
First quarter expenses (please see total expenses below)	$E = T \div 4$	USD (11,000)
Net assets before deducting management fees	$AA = D - Z$	USD104,489,000
Management fees for the first quarter	$K = \text{Management fees} = (\text{fund assets} - \text{other accrued expenses}) \times 2\% \times (\text{number of days from the previous valuation day to the current valuation day}) \times \frac{1}{360}$	USD (511,347)
Net assets = Customer's net investment value by the end of the first quarter	$F = AA - K$	USD103,977,653
Unit price after the first quarter	$P = F \div \text{No. of Units}$	USD 10.398
Return on investment for the customer by the end of the first quarter	$BB = P \div \text{Unit Offering Price}$	3.98%

Total of other estimated expenses (*) of the fund for a full fiscal year excluding the management fees	Amount in USD
Independent auditor fees	10,000
Stock Exchange fees(Trading)	1,000
Supervision fees	2,000
Benchmark index fees Standards and Poor's	30,000
Total remunerations of the independent fund board	1000
Total of other expenses (annually)	44,000

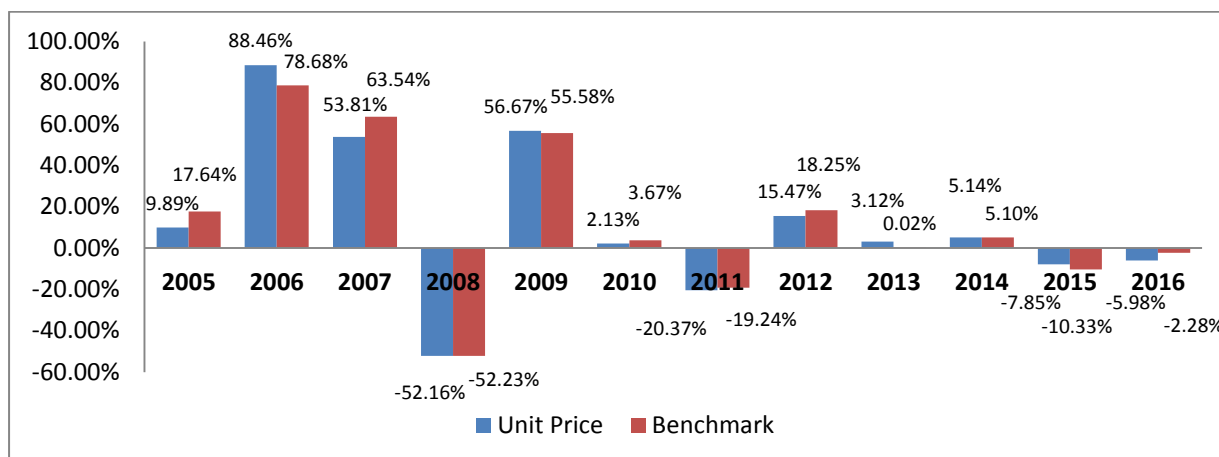
(*) The other expenses mentioned above are just estimates and may be decreased or increased during the year.

36-5 Fund performance compared with Benchmark Index

Date	Unit Price	Unit price change rate	Benchmark	Benchmark change rate
Inception	10		10	
2005	10.99	9.90%	11.82	18.20%
2006	20.71	88.44%	21.49	81.81%
2007	31.85	53.79%	33.73	56.96%
2008	15.24	-52.15%	16.59	-50.82%
2009	23.62	54.99%	26.35	58.86%

2010	24.38	3.22%	27.32	3.67%
2011	19.41	-20.37%	22.06	-19.24
2012	22.42	15.47%	26.09	18.25%
2013	23.12	3.12%	25.30	0.02%
2014	24.31	5.14%	26.59	5.10%
2015	22.40	-7.85%	23.84	-10.33%
2016	21.06	-5.98%	23.30	-2.28%

Annual cumulative return	Change in unit price	Change in benchmark
Since 1 year	-5.98%	-2.28%
Since 3 years	-8.91%	-7.90%
Since 5 years	8.47%	8.93%
Since 10 years	1.68%	10.84%



The Benchmark index shall be MSCI China index

36-6 Disclaimer:

Neither the past performance of the fund nor the past performance of the index is an indication of how the fund will perform in the future

There is no guarantee for unitholders that the fund's absolute performance or its performance relative to the index will repeat or match past performance.

36-7 Total remunerations of independent board members:

The total remunerations paid to the fund board (independent) members are 1,073.18 USD.

36-8 Foreign Fund Financial Arrangements:

The international fund manager shall pay a commission to Samba Capital in respect of the amounts invested in the Fund.

Declaration:

I/We, have read the prospectus and appendices related to the Fund and fully understood contents thereof, and we agree on them, and we have obtained a copy of the same and affixed our signature on it.

Subscriber's Full Name : _____

Signature : _____

Date : _____