AlAhli Diversified US Dollar Fund

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Key Fact Sheet

AlAhli Diversified US Dollar Fund

An Open-Ended Public Investment Fund.

Fund Manager
NCB Capital Company

Custodian

AlBilad Investment Company

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Definitions:

The Fund/Investment Fund	AlAhli Diversified US Dollar Fund
Fund Manager or Company or NCB Capital	NCB Capital Company (Commercial Registration No. 1010231474), with its Registered address at King Saud Road, P.O. Box 22216, Riyadh 11495, Kingdom of Saudi Arabia.
Board	The Board of Directors of the Fund.
CMA	The Capital Market Authority of the Kingdom of Saudi Arabia.
CML	Capital Market Law of Saudi Arabia, which was issued by Royal Decree No. (M/30) dated 2 Jumada Al II 1424H corresponding to June 16, 2003G.
Regulations– Investment Funds Regulations ("IFR")	The Investment Funds Regulations issued by the Board of the Capital Market Authority pursuant to its decision number 1-219-2006 and dated 3 Thu Al Hijja 1427H corresponding to December 24, 2006G, as amended by the Board of the Capital Market Authority's resolution number 1-61-2016 dated 16 Sha'aban 1437H corresponding to May 23, 2016G
VAT Law	The Value Added Tax law in the Saudi Arabia and its implementing regulations.
Anti-Money Laundering Regulation	Anti-Money Laundering Regulation passed under Royal Decree No. M/30 dated 25 Jumada II 1424H.
Information Memorandum	Means these Information Memorandum specific to the Fund.
Terms and Conditions	Means these Terms and Conditions specific to the Fund.
Benchmark	A blended Benchmark consisting of 80% of the 30-day rolling average of the one-month USD London Interbank Bid Rate (LIBID) and 20% of the 30-day rolling average of the 5 year US Dollar bid swap rate
USD	US Dollar / USD
Saudi Business Day	A day on which banks are normally open for business in Saudi Arabia; this does not include any official holidays in Saudi Arabia.
Dealing Day	Any day on which the Units of the Investment Fund can be subscribed or redeemed.
Valuation Day	The Business Day on which the Fund's Units are valued.
Redemption Form	Form used to redeem Units.
Subscription Form	Form used for subscription in the Fund.
Subscription Monies	The gross amount paid by the Investor to the Fund Manager to invest in the Fund.
Switch Form	The Form used for switching between certain Funds of NCB Capital, which consists of an integral part of the form used for redeeming or switching Units.
Regular Investment Service (RIS)	A service that allows Investors to subscribe a fixed amount to the Fund on a monthly basis.

Units	The interest of unitholders in an Investment Fund consisting of Units, including fractions of a Unit. Each Unit shall be treated as one undivided interest in the assets of an Investment Fund.
The Custodian	A person who is authorized under the Authorized Persons Regulations to conduct activities regarding the custody of securities.
Financial Year	Means the Financial Year of the Fund.
Investor	An Investor in the Fund or person applying to invest in the Fund.
Investments	Means the cash, shares, and Units in other mutual Fund and related Assets held by The Fund.
Investment Account	Investment Funds Account in which Investors hold their Units with NCB Capital Company.
Net Assets Value	The monetary value of the total assets of the Investment Fund minus its liabilities.
Register	Means the Register of unitholders held by the Fund Manager or any party appointed by the Fund Manager to hold such Register
Shariah Board	The Shariah Board of the National Commercial Bank.
Shariah Guidelines	Shariah Board's Guidelines on Investments of the Fund.
Fixed Income Instruments	Securities (such as: Shariah-compliant vehicles, Structured Products and government instruments, whose holder is entitled to returns during a specified future period or periods, issued by companies, governments, public bodies or public institutions. These vehicles do not include debt securities.
Murabaha	Selling a commodity as per the purchasing price with a defined and agreed profit mark-up. This mark-up may be a percentage of the selling price or a lump sum. This transaction may be concluded either without a prior promise to buy, in which case it is called an ordinary Murabaha, or with a prior promise to buy, in which case it is called a "Banking Murabaha," i.e. Murabaha to the purchase order.
Sukuk	Documents/certificates of equal value accounting for common shares in real property, benefits, services, moral rights or assets of a certain project or a private investment activity.
Asset-Backed Securities	Asset-Backed Securities with predictable revenue flows such as car loans and others.
Structured Product	An asset arising from a transaction, securitization program, other asset or similar transaction in accordance with the Shariah Guidelines on Investments.
Repurchase Agreement (Repo)	The selling of Shariah-compliant securities or assets, such as Sukuk that are compliant with Shariah Guidelines, at a specific selling price with a promise to repurchase the same from the buyer at a specific date with a mutual agreed price.
Reverse Purchase Agreement	Buying of Shariah-compliant securities or assets, such as Sukuk-compliant with Shariah Guidelines, at a specific selling price with a promise to sell the same to the one who sold it at a specific date with a mutual agreed price.

VAT	The Value Added Tax imposed on the import and export of commodities at every production and distribution.

Fund Facts:

Fund Currency	US Dollar / USD
Risk Level	Low to moderate risk
Benchmark	A blended Benchmark consisting of 80% of the 30-day rolling average of the one-month USD London Interbank Bid Rate (LIBID) and 20% of the 30-day rolling average of the 5 year US Dollar bid swap rate
Fund Objectives	The Fund aims to provide liquidity and enhanced capital appreciation
Minimum Investment	USD 2,000
Minimum Subsequent Subscription	USD 1,000
The Minimum for an Additional Subscription through the Regular Investment Service (RIS)	USD 26.67 (SAR 100)
Minimum Redemption	USD 2,000
Valuation Days	Each Saudi Business Day
Dealing Days	Every Valuation Day.
Days on which Subscription/ Redemption Requests are accepted	Each Saudi Business Day
Subscription/Redemption Request Cut-off Time	No later than 12:00 p.m. on each Saudi Business Day
Redemption Proceeds Payment Day	Paid to the unitholders before the close of business on the third Business Day following the Valuation Day.
Management Fee	0.75% of the Net Asset Value of the Fund
Other Fees and Expenses	These fees and expenses will not exceed 0.50% of the total annual value of the Fund's assets
Inception Date	5 Sha'aban 1424H, Corresponding to October 1, 2003G.
Initial Unit Price	USD 1

Summary of Key Information

1) Key Information about The Fund

a. Name of The Fund

AlAhli Diversified US Dollar Fund is an open-ended public Shariah-compliant Investment Fund.

b. Fund Objectives

AlAhli Diversified US Dollar Fund is an open-ended public Shariah-compliant Investment Fund, aimed at providing liquidity and enhanced capital appreciation.

c. Fund Investment Policies and Practices

The Fund mainly invests in short, medium and long-term Shariah-compliant financial instruments, such as: Shariah-compliant money market transactions, including but not limited to, Murabaha, Wakala, Mudaraba and Musharaka transactions, and Shariah-compliant alternatives of swaps, Repos and Reverse Repos, as well as Structured Products and Asset-Backed Securities.

The Fund will only invest in Shariah-compliant financial instruments. The Fund's types of Investments will be as defined below:

Asset Class	Minimum	Maximum
Cash	0%	100%
Shariah-compliant Money Market Transactions	0%	100%
Fixed Income Instruments	0%	40%
Investment Funds	0%	50%
Sub-investment grade Fixed Income Instruments	0%	10%

d. Risks Associated with Investments in The Fund

- The Fund is considered to be of low to moderate risk, and NCB Capital gives no assurance that any appreciation in the value of the Fund's Investments will occur. NCB Capital gives no assurance that the Fund's Investment Objectives will be achieved.
- The prior performance of the Investment Fund or the prior performance of the index is not indicative of the Fund's future performance.
- There is no guarantee that the absolute performance of The Fund or its performance relative to the Benchmark will be repeated or similar to any past performance.
- Investment in The Fund is not considered as a deposit with any local bank that promotes or sells securities, nor is it affiliated with the Investment Fund or the Fund Manager. Therefore, Unitholders might lose some or all of their Investments. Investing in money market Funds is different from depositing money with a local bank.
- The value of the Units and their revenues are subject to rise and fall. Investors may not be able to recover some or all of their Investments; people are advised to invest in the Fund only if they are able to afford the loss, which can sometimes be substantial.
- The Fund Manager is not required to accept the Unit Redemption Request at the Subscription price, and the value of the Units and their revenues are subject to rise and fall.

- The following is a list of the main potential risks associated with investing in the Fund, the risks exposed to the Fund and any circumstances likely to affect the Net Asset Value and returns of the Fund, noting that the mentioned risks below might not represent all risk factors related to investing in the Fund:

  Risks Associated with Credit and Counterparty: Risks involving change in the financial position of the contracting parties as a result of changes in management, demand or products and services, which may result in failure of these parties to fulfill agreed obligations or deliver contracts, and which will consequently cause a decline in the Unit prices.

  Interest Rate Risk: The value of Investments in the Fund may be affected by interest rate changes (including interest rates). Investment returns and investment instruments priced at market value may be adversely affected, leading to a decline in the Unit price.

  Rating Downgrade Risk: Any change relating to credit rating downgrade, by a rating agency, of a security/issuer of fixed income instrument or counterparty may adversely affect the value of the Investments, hence, leading to a decline in the Fund's Net Asset Value and Unit price a result of the impairment of the Fund's investment vehicles whose credit rating has been lowered.

  Risk of Internal Rating of Fixed Income Instruments: Unitholders will assume the risks resulting from investment in non-rated instruments, in which the Fund may invest based on in-house assessment and analysis by the Fund Managers. Any deterioration in the financial position of the issuers of Fixed Income Instruments may result in devaluation of the Fund's Net Asset Value, which would adversely affect the Fund's Unit price.

  Liquidity Risk: Liquidity of Investments may be low in some periods and as a result this may increase the difficulty of liquidating some of the Investments. Reduced market liquidity may adversely affect the market price of the Fund's Investments and the Fund's ability to sell particular Investments to meet its liquidity requirements. This risk is mitigated by utilizing the cash available in the Fund. If total redemptions exceed 10% or more of the Fund's NAV, the Fund Manager has the right to postpone such redemptions to the next Dealing Day on a pro-rata basis. The Fund may suffer loss due to heavy redemptions. As a result, the Fund Manager may face difficulty in liquidating securities issued in small volume, and securities issued in way of private placement traded over the counter (OTC).

  Currency Risk: A difference in the exchange rate can lead to losses when investing in a currency other than that of the Fund since exchange rates may fluctuate at times of redemption and subscription to the Fund.

  Economic, Regulatory and Political Risks: This is the risk of changes in the economic conditions such as recession, inflation, declining oil prices, political risk, or economic changes affecting the markets in which the Fund invest and negative affecting the Fund's performance. In addition, the changes in the regulatory environment, legislation, accounting standards, local regulations, and governmental may adversely affect the Fund's performance and the value of its Units.

  Concentration Risk: The Fund will mainly invest in contracts and securities issued by financial institutions, so the performance of the Fund and the Unit price may be adversely affected by the performance of the sector in general.

  Risks Associated with Complying with Shariah: The Fund Shariah Board decides whether the Fund and its Investments comply with the Shariah. However, there is a possibility that some Investments may not satisfy the Shariah requirements, which could lead the Fund to avoid such Investments or failure to reap the target return of these Investments, which may result in a decrease in the Unit price.

  Risks of dependence on the Fund Manager's Personnel: The Fund's performance depends largely on the capabilities and skills of the Fund Manager's employees, which may significantly

affect the Fund's performance in the event of resignation or absence of any one of them and failure to secure a suitable replacement.

Return risk: The market value of the Fund's major Investments may decrease due to its exposure to many risks. Consequently, unitholders may not achieve a positive return on their invested amounts due to the fluctuation of the value of the Fund's major Investments, which in turn, reduces the net asset value of the Fund and the Unit price. The Investor may not be able to redeem the full amount invested.

Risk of Call Options and Reinvestment: Some Fixed Income Instruments may carry a call option that gives issuers the right to call Fixed Income Instruments before maturity. This could result in a failure to achieve the Fund's target returns and profits from such instruments, and may adversely affect the Fund's performance and Unit price.

Conflict of Interest Risk: This risk arises in situations that affect the objectivity and independence of the Fund Manager's investment decisions due to a personal interest. This may adversely affect the Fund's performance.

Risk of Natural Disasters: These includes volcanoes, earthquakes, hurricanes, floods, which are beyond the control, and cause considerable damage to property and assets. Natural disasters may adversely affect the performance of all sectors, including economic and investment sectors and adversely affect the Fund performance and the Unit price.

Risks of Investment in other Funds: The other Investment Funds in which the Fund invests may be exposed to risks similar to those set out in this paragraph, which may adversely affect the Fund's performance and the Unit price.

e. Fund Historical Performance

- **Percentage of total return of The Fund for one year, three years, five years, and ten years:**

Period	1 Year	3 Years	5 Years	10 Years
Fund	1.90	1.45	1.12	0.84
Benchmark	2.12	1.29	1.10	1.17

- **Percentage of total annual return for the past ten years compared to the Benchmark:**

Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fund	0.40	0.33	0.55	0.85	0.68	0.65	0.59	1.12	1.35	1.90
Benchmark	1.81	1.29	1.12	1.08	0.93	0.80	0.82	0.55	1.19	2.12

- Fund reports are available through The Fund Manager's website: www.alahlicapital.com

2) Fees, Charges and Expenses

Management Fees: The Fund Manager will charge an annual management fee of 0.75% of the Net Asset Value of the Fund, calculated proportionally on each Valuation Day and deducted monthly. The Fund Manager reserves the right to rebate or waive the Management Fees, in case any Fund managed by NCB Capital invests in that Fund.

The investment management fee is subject to the VAT, the Fund will separately pay it to the Fund Manager at rates prescribed by the VAT Law and its regulations for implementation.

Shariah-Compliant Financing Charges: If applicable, will be charged to the Fund at the prevailing market rates, and calculated on each Valuation Day and paid according to the requirements of the financier.

Dealing (Brokerage) Fees and Charges: Dealing fees or any other regulatory fees will be paid by the Fund directly at levels determined by regulations or by the dealing broker in the markets in

which the Fund purchases or sells. These amounts will vary depending on the turnover of the Fund's assets and the volume of transactions.

Other Fees and Expenses: The Fund Manager reserves the right to charge the Fund any other fees and expenses allowed by regulations such as: Custody Fees, audit fees, remuneration of Independent Board Members, Shariah audit and advisory fees, regulatory fees, Tadawul fees, and administrative and operational expenses pertaining to the Fund. The other fees and expenses will not exceed 0.5% of the average value of the Fund's assets during the Financial Year. Such expenses include:

Custodian Fees: The Custodian shall receive an annual custody fee of 0.0025% (0.25 basis points) of the Net Asset Value of the Fund under custody calculated proportionally on each Valuation Day and deducted monthly. The Custodian is entitled to a fixed fee for each transaction of USD 5.3 or the equivalent of SAR 20 plus USD 2.7 or the equivalent of SAR 10 for each transaction not carried out electronically.

Remuneration of the Fund's Board: Independent Board Members shall receive USD 533 for each meeting they attend. A minimum of two meetings shall be held per year.

Auditor's Fees: USD 9,770 annually, calculated on each Valuation Day and deducted monthly.

Shariah Audit Fee: USD 7,200 annually, calculated on each Valuation Day and deducted monthly.

Capital Market Authority Fees: USD 2,000 annually, calculated on each Valuation Day and deducted monthly.

Tadawul Publishing Fee: USD 1,333 annually calculated on each Valuation Day and deducted monthly.

Data Processing and Operational Expenses: Charged to the Fund based on the percentage of the Fund's assets as a portion of all open-ended public Funds assets under the Fund Manager for purposes of data processing operations.

All fees, charges, commissions and expenses payable to NCB Capital and other service providers will be subject to the VAT, which the Fund shall separately pay to the Fund Manager, according to rates set by the VAT Law.

3) Additional Information on The Fund and Supporting Documentation

Information regarding the Fund and its documents is available on the Fund Manager's website: www.alahlicapital.com and Tadawul's website: www.Tadawul.com.sa

4) Fund Manager

NCB Capital Company
King Saud Road, P.O. Box 22216, Riyadh 11495, Kingdom of Saudi Arabia.
Tel: +966 92000 0232
Fax: +966 11406 0049
Website: www.alahlicapital.com

5) Custodian

AlBilad Investment Company (Albilad Capital)
King Fahad Road, P.O. Box 140, Riyadh 11411, Kingdom of Saudi Arabia.
Tel: +966 92000 3636
Fax: +966 11290 6299
Website: www.albilad-capital.com

Information Memorandum

AlAhli Diversified US Dollar Fund

An Open-Ended Public Investment Fund

Fund Manager

NCB Capital Company

Custodian

AlBilad Investment Company

The Information Memorandum was issued on 11 Jumada II 1439H, corresponding to February 27, 2018G. The CMA was notified of its update on 19 Rabi I 1440H, corresponding to November 27, 2018G

The contents of this Information Memorandum for AlAhli Diversified US Dollar Fund are governed by the Investment Funds Regulations issued by the Capital Market Authority Board.

Investors are advised to read and understand the contents of the Information Memorandum. If in doubt about the contents, please consult a professional advisor.

Disclaimer

- This Information Memorandum has been reviewed and approved by the Board. The Fund Manager and the Board collectively and individually accept full responsibility for the accuracy of the information presented herein. Having made all responsible enquiries, the Board and The Fund Manager confirm that the information declared in this Information Memorandum are accurate, complete, and are not misleading.

- The CMA has approved the establishment of AlAhli Diversified US Dollar Fund and the offering of its Units. The CMA does not, however, take any responsibility for the contents of this Information Memorandum, nor does it make any representation as to its accuracy or completeness, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. The CMA does not make any recommendation as to the soundness or otherwise of investing in the Investment Fund, and the approval to establish The Fund does not mean that the CMA recommends investing in The Fund nor does the CMA confirm the authenticity of the information contained in the Terms and Conditions and the Information Memorandum, and the CMA emphasizes that the decision to invest in The Fund is up to the Investor or his/her representative.

- AlAhli AlAhli Diversified US Dollar Fund has been certified as being Sharia-compliant by the Sharia Board appointed for the Investment Fund.

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Appendix: Financial Disclosure

Information Memorandum

1) Key Information about The Fund

a. Fund Name

AlAhli Diversified US Dollar Fund

b. Terms and Conditions date of issuance

The Fund's Terms and Conditions were issued in Sha'aban 1424H, corresponding to October 2003G, and the CMA was notified of amendment of the Terms and Conditions on 19 Rabi I 1440H, corresponding to November 27, 2018G.

c. CMA approval date for the establishment of The Fund

The Fund was originally approved by the Saudi Arabian Monetary Authority (SAMA) in Sha'aban 1424H, corresponding to October 2003G, and the CMA's approval was obtained to continue offering of the Fund's Units on 18 Dhu Al Hijja 1429H, corresponding to December 16, 2008G.

d. Duration of the Investment Fund

AlAhli Diversified US Dollar Fund is an open-ended index Fund with no maturity date.

e. Fund Currency

The Fund's currency is USD. In the case of subscription in a currency other than the US Dollar, the exchange rate used will be subject to the prevailing exchange rates, and the unitholders will bear any exchange rate fluctuation.

2) Investment Policies and Practices

a. Investment Objectives of The Fund

AlAhli Diversified US Dollar Fund is an open-ended public Shariah-compliant Investment Fund, aimed at providing liquidity and enhanced capital appreciation.

b. Types of securities in which The Fund will invest

The Fund mainly invests in short-, medium- and long-term Shariah-compliant financial instruments, such as: Shariah-compliant Money Market transactions, including but not limited to Murabaha, Wakala, Mudaraba and Musharaka transactions, and Shariah-compliant alternatives of swaps, Repos and Reverse Repos, as well as Structured Products and Asset-Backed Securities.

c. Policy Investment Concentration

The Fund will only invest in Shariah-compliant financial instruments. The Fund's Investments will be as defined below:

Asset Class	Minimum	Maximum
Cash	0%	100%
Shariah-compliant Money Market Transactions	0%	100%
Fixed Income Instruments	0%	40%
Investment Funds	0%	50%

Sub-investment grade Fixed Income Instruments	0%	10%

The Fund will invest no more than 40% of its net assets in Fixed Income Instruments. The Fund may invest no more than 10% of its assets in "sub-investment grade," which is less than what is rated by the following global credit rating agencies maximum: Standard & Poor's BBB-/Moody's Baa3-/Fitch BBB-.

The minimum credit rating for most of the Fund's and counterparty's underlying Investments will be as determined by an international rating agency with a minimum rating of: Standard & Poor's BBB-/Moody's Baa3-/Fitch BBB-. If there is no credit rating for the Fund's Investments or the counterparty's, the Fund Manager will classify the quality of the Investments internally, based on the stability and soundness of the counterparty's or issuer's financial position.

d. Financial Markets in which The Fund is likely to buy and sell its Investments

The Fund Manager shall have the right to distribute the Fund's Investments locally or globally as it deems appropriate.

e. Types of Transactions and methods used for making investment decisions

- The Fund Manager selects the Funds it invests in based on certain criteria including: Quantitative testing, management quality assessment, Risk Level, expected return, and investment compliance with Shariah Guidelines.
- In order to reduce risk, the Fund will invest with counterparties/companies with a good reputation and sound financial position, using cash management and investment diversification strategies.
- The Fund has the right to invest in securities issued by the Fund Manager or any of its affiliates in accordance with the objectives of the Fund.

f. Securities that will not be included in The Fund's Investments

The Fund Manager will not invest in securities other than those mentioned in Sub-Paragraph C of Paragraph 2 of the Fund's Information Memorandum.

g. Investment Restrictions

The Fund Manager will comply with the restrictions set out in Article 41 ("Investment Restrictions") of the Investment Funds Regulations, and Shariah Guidelines set by Shariah Board.

h. Investment of The Fund's assets in Investment Fund Units managed by The Fund Manager or other Fund Managers

The Fund may invest its assets in other Shariah-compliant Funds that are compatible with Fund's Objectives, provided that these public Funds registered with the CMA or public Investment Funds outside the Kingdom controlled by a supervisory body that implements regulatory standards and requirements similar to those applied by CMA. The Fund will neither invest more than 25% of its Net Asset Value in other Investment Fund Units, nor will it hold more than 20% of the net assets of the Fund whose Units have been acquired.

i. Borrowing rights

The Fund has the right to obtain Shariah-compliant financing up to a maximum of 10% of the net assets of the Fund for a maturity period of no more than one year. Such percentage excludes Shariah-compliant financing to meet Redemption Requests.

j. Maximum Limit for dealing with any counterparty

The total Investments of the Fund in different parties belonging to the same group will not exceed 25% of its Net Asset Value. This includes all Investments in securities issued by different

parties belonging to the same group, and money market transactions with different parties belonging to the same group, and bank deposits with different parties belonging to the same group, provided that all such Investments shall be in compliance with Shariah Guidelines issued by the Fund's Shariah Board.

k. Risk Management Policy

The investment decisions taken by the Fund Manager shall be consistent with prudent investment practices that meet the Fund's Investment Objectives which are set out in the Fund's Terms and Conditions and the Information Memorandum, including the following:

- The Investments of the Fund provide a prudent spread of risk whilst having due regard to the Investment Objectives, investment policies and the Terms and Conditions.
- Maintain liquidity to meet any expected Redemption Request from the Investment Fund.
- The Risk Management Department provides the Fund Board with periodic reports on the performance of the Fund, discussing operational risks, credit risks, and risks of violating the investment limitations. Accordingly, these risks are assessed and necessary actions are taken in the interest of the unitholders in line with applicable laws and regulations.

l. Benchmark

A blended Benchmark consisting of 80% of the 30-day rolling average of the 1 month USD London Interbank Bid Rate (LIBID) and 20% of the 30-day rolling average of the 5 year US Dollar bid swap rate.

The Benchmark return is calculated based on a blended Benchmark consisting of 80% of the 30-day rolling average of the 1 month USD London Interbank Bid Rate (LIBID), and 20% of the 5-year USD London bid swap rate.

Investors can monitor the performance of the Benchmark via the Fund Manager's website: www.alahlicapital.com. The Benchmark service and its data are provided by Thomson Reuters.

m. Derivatives

The Fund may invest in derivatives, including Shariah-compliant swap agreements, provided that such Investments shall not exceed 10% of the net asset value of the Fund.

n. Exemptions approved by CMA regarding any restrictions or limits on investment

This clause does not apply to the Fund

3) Principal investment risks

- The Fund is considered to be of low to moderate risk, and NCB Capital gives no assurance that any appreciation in the value of the Fund's Investments will occur. NCB Capital gives no assurance that the Fund's Investment Objectives will be achieved.
- The prior performance of the Investment Fund or the prior performance of the index is not indicative of the Fund's future performance.
- There is no guarantee that the absolute performance of The Fund or its performance relative to the Benchmark will be repeated or similar to any past performance.
- Investment in The Fund is not considered as a deposit with any local bank that promotes or sells securities, nor is it affiliated with the Investment Fund or the Fund Manager. Therefore, Unitholders might lose some or all of their Investments. Investing in money market Funds is different from depositing money with a local bank.
- Investors may not be able to recover some or all of their Investments; people are advised to invest in the Fund only if they are able to afford the loss, which can sometimes be substantial.
- The following is a list of the main potential risks associated with investing in the Fund, the risks exposed to the Fund and any circumstances likely to affect the Net Asset Value and returns of

the Fund, noting that the mentioned risks below might not represent all risk factors related to investing in the Fund:

Risks Associated with Credit and Counterparty: Risks involving change in the financial position of the contracting parties as a result of changes in management, demand or products and services, which may result in failure of these parties to fulfill agreed obligations or deliver contracts, and which will consequently cause a decline in the Unit prices.

Interest Rate Risk: The value of Investments in the Fund may be affected by interest rate changes (including interest rates). Investment returns and investment instruments priced at market value may be adversely affected, leading to a decline in the Unit price.

Rating Downgrade Risk: Any change relating to credit rating downgrade, by a rating agency, of a security/issuer of fixed income instrument or counterparty may adversely affect the value of the Investments, hence, leading to a decline in the Fund's Net Asset Value and Unit price a result of the impairment of the Fund's investment vehicles whose credit rating has been lowered.

Risk of Internal Rating of Fixed Income Instruments: Unitholders will assume the risks resulting from investment in non-rated instruments, in which the Fund may invest based on in-house assessment and analysis by the Fund Managers. Any deterioration in the financial position of the issuers of Fixed Income Instruments may result in devaluation of the Fund's Net Asset Value, which would adversely affect the Fund's Unit price.

Liquidity Risk: Liquidity of Investments may be low in some periods and as a result this may increase the difficulty of liquidating some of the Investments. Reduced market liquidity may adversely affect the market price of the Fund's Investments and the Fund's ability to sell particular Investments to meet its liquidity requirements. This risk is mitigated by utilizing the cash available in the Fund. If total redemptions exceed 10% or more of the Fund's NAV, the Fund Manager has the right to postpone such redemptions to the next Dealing Day on a pro-rata basis. The Fund may suffer loss due to heavy redemptions. As a result, the Fund Manager may face difficulty in liquidating securities issued in small volume, and securities issued in way of private placement traded over the counter (OTC).

Currency Risk: A difference in the exchange rate can lead to losses when investing in a currency other than that of the Fund since exchange rates may fluctuate at times of redemption and subscription to the Fund.

Economic, Regulatory and Political Risks: This is the risk of changes in the economic conditions such as recession, inflation, declining oil prices, political risk, or economic changes affecting the markets in which the Fund invest and negative affecting the Fund's performance. In addition, the changes in the regulatory environment, legislation, accounting standards, local regulations, and governmental may adversely affect the Fund's performance and the value of its Units.

Concentration Risk: The Fund will mainly invest in contracts and securities issued by financial institutions, so the performance of the Fund and the Unit price may be adversely affected by the performance of the sector in general.

Risks Associated with Complying with Shariah: The Fund Shariah Board decides whether the Fund and its Investments comply with the Shariah. However, there is a possibility that some Investments may not satisfy the Shariah requirements, which could lead the Fund to avoid such Investments or failure to reap the target return of these Investments, which may result in a decrease in the Unit price.

Risks of dependence on the Fund Manager's Personnel: The Fund's performance depends largely on the capabilities and skills of the Fund Manager's employees, which may significantly affect the Fund's performance in the event of resignation or absence of any one of them and failure to secure a suitable replacement.

Return risk: The market value of the Fund's major Investments may decrease due to its exposure to many risks. Consequently, unitholders may not achieve a positive return on their invested amounts due to the fluctuation of the value of the Fund's major Investments, which in turn, reduces the net asset value of the Fund and the Unit price. The Investor may not be able to redeem the full amount invested.

Risk of Call Options and Reinvestment: Some Fixed Income Instruments may carry a call option that gives issuers the right to call Fixed Income Instruments before maturity. This could result in a failure to achieve the Fund's target returns and profits from such instruments, and may adversely affect the Fund's performance and Unit price.

Conflict of Interest Risk: This risk arises in situations that affect the objectivity and independence of the Fund Manager's investment decisions due to a personal interest. This may adversely affect the Fund's performance.

Risk of Natural Disasters: These includes volcanoes, earthquakes, hurricanes, floods, which are beyond the control, and cause considerable damage to property and assets. Natural disasters may adversely affect the performance of all sectors, including economic and investment sectors and adversely affect the Fund performance and the Unit price.

Risks of Investment in other Funds: The other Investment Funds in which the Fund invests may be exposed to risks similar to those set out in this paragraph, which may adversely affect the Fund's performance and the Unit price.

4) General Information

a. Target group of Investors

The Fund targets Investors seeking to provide liquidity and enhanced capital appreciation.

b. Profit Distribution Policy

The Fund does not distribute periodic profits to the unitholders.

c. Fund Historical Performance

- **Percentage of total return of The Fund for one year, three years, five years, and ten years:**

Period	1 Year	3 Years	5 Years	10 Years
Fund	1.90	1.45	1.12	0.84
Benchmark	2.12	1.29	1.10	1.17

- **Percentage of total annual return for the past ten years compared to the Benchmark:**

Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Fund	0.40	0.33	0.55	0.85	0.68	0.65	0.59	1.12	1.35	1.90
Benchmark	1.81	1.29	1.12	1.08	0.93	0.80	0.82	0.55	1.19	2.12

- Fund reports are available through The Fund Manager's website: www.alahlicapital.com

d. Unitholders' Rights

- Receipt of an updated copy of the Information Memorandum and the Terms and Conditions of the Fund in Arabic free of charge;
- Receipt of the Fund's reports and statements in accordance with Paragraph (11) of the Fund's Terms and Conditions and in accordance with Article (71) of the Investment Funds Regulations, "Reporting to Unitholders";
- Notification of the Unitholders of any significant changes, or notifiable changes, in the Terms and Conditions of the Fund and the Information Memorandum and receipt of a summary of

these changes before they become effective, depending on their type, and the period specified in the Investment Funds Regulations;

- Unitholders have the right of consent, through an Ordinary Fund Resolution, to any Fundamental changes in the Terms and Conditions and the Information Memorandum;
- Managing the Fund's assets in the best interest of the Unitholder in accordance with the Information Memorandum, Terms and Conditions of the Fund, and Investment Funds Regulations;
- Unitholders have the right to develop decision-making procedures to implement the administrative aspects of the Fund;
- Managing the Fund's business and the Investments of its participants with the highest degree of confidentiality at all times. This does not limit the right of the Fund's regulatory authority (CMA) to access the Fund's records for regulatory purposes. The Unitholders' information will not be shared except when necessary to open the Investor's account, execute its operations, and comply with the applicable regulations with the competent regulatory authorities, or when the sharing of such information is in the interests of the Unitholder;
- Receipt of an updated version of the Fund's Terms and Conditions and the Information Memorandum annually, showing the actual fees, commissions and performance information of the Fund upon request;
- Receipt of Notification in writing if the Fund Manager wishes to terminate the Fund no less than (21) days from the date on which the Fund is to be terminated, without violating the Terms and Conditions of the Fund and the Information Memorandum;
- Payment of Redemption Proceeds within the period specified in the Terms and Conditions of the Fund and the Information Memorandum and in the Investment Funds Regulations;
- Unitholders have the right to redeem their Units before any significant change occurs without imposing Redemption fees;

Any other relevant rights imposed by the CMA regulations and instructions applicable in the Kingdom.

e. Unitholders' Liability

The Unitholders acknowledge and agree to the following:

- The Fund Manager does not make any guarantees relating to the performance or profitability of any Investment managed in the Fund, and the Fund Manager will have no legal or consequential liability for any decline in the value of the managed Investments or the Fund's assets except those resulting from gross negligence, infringement or omission.
- Except for the loss of the Unitholder's investment or part of it, the Unitholder will not be liable for the debts and obligations of the Fund.
- In the event that the Unitholders do not provide the Fund Manager with the correct postal and/or electronic address and other contact information, the Unitholders thereby agree to exempt the Fund Manager and from any liability, and waive all their rights and any claims from the Fund Manager, that arise directly or indirectly from the failure to provide the Unitholders with the statement of account, notices or any other information relating to the Investments or those arising from the inability of the Unitholders to respond or verify the information or correct any alleged errors in the statement of account or notice or any other information.
- If the Unitholder is subject to the laws of an authority other than the Kingdom of Saudi Arabia, they shall be subject to such laws without any obligation on the Fund or the Fund Manager.

f. Termination of The Fund

Circumstances that requires Investment Fund termination:

- The Fund Manager's desire to discontinue and terminate the Fund;
- The Fund's Net Asset Value falls below the minimum limit specified in the regulations, instructions and circulars issued by the Capital Market Authority.

Procedures to terminate The Fund under Article (37) of the Investment Funds Regulations:

- If the Fund Manager wishes to terminate the public Fund, it shall notify the CMA and the Unitholders in writing of his desire to do so no less than (21) days prior to the date on which the Fund is to be terminated after obtaining the Fund Board approval, without violating the Terms and Conditions of the Fund.
- The Fund Manager will pay the Fund's outstanding liabilities from the Fund's assets and distribute the remaining amounts to the Unitholders Registered on the date of liquidation on a pro-rata basis, in proportion to their respective holdings.
- The Fund Manager announces on his website and on the Tadawul website the expiry of the public Fund period and its liquidation.

g. The Fund Manager acknowledges the existence of an internal risk assessment mechanism for the Fund's assets.

5) Fees, Charges and expenses

a. Types of Payments from The Fund's assets

Management Fees: The Fund Manager will charge an annual management fee of 0.75% of the Net Asset Value of the Fund, calculated proportionally on each Valuation Day and deducted monthly. The Fund Manager reserves the right to rebate or waive the Management Fees, in case any Fund managed by NCB Capital invests in that Fund.

The investment management fee is subject to the VAT, the Fund will separately pay it to the Fund Manager at rates prescribed by the VAT Law and its regulations for implementation.

Shariah-Compliant Financing Charges: If applicable, will be charged to the Fund at the prevailing market rates, and calculated on each Valuation Day and paid according to the requirements of the financier.

Dealing (Brokerage) Fees and Charges: Dealing fees or any other regulatory fees will be paid by the Fund directly at levels determined by regulations or by the dealing broker in the markets in which the Fund purchases or sells. These amounts will vary depending on the turnover of the Fund's assets and the volume of transactions.

Other Fees and Expenses: The Fund Manager reserves the right to charge the Fund any other fees and expenses allowed by regulations such as: Custody Fees, audit fees, remuneration of Independent Board Members, Shariah audit and advisory fees, regulatory fees, Tadawul fees, and administrative and operational expenses pertaining to the Fund. The other fees and expenses will not exceed 0.5% of the average value of the Fund's assets during the Financial Year. Such expenses include:

Custodian Fees: The Custodian shall receive an annual custody fee of 0.0025% (0.25 basis points) of the Net Asset Value of the Fund under custody calculated proportionally on each Valuation Day and deducted monthly. The Custodian is entitled to a fixed fee for each transaction of USD 5.3 or the equivalent of SAR 20 plus USD 2.7 or the equivalent of SAR 10 for each transaction not carried out electronically.

Remuneration of the Fund's Board: Independent Board Members shall receive USD 533 for each meeting they attend. A minimum of two meetings shall be held per year.

Auditor's Fees: USD 9,770 annually, calculated on each Valuation Day and deducted monthly.
Shariah Audit Fee: USD 7,200 annually, calculated on each Valuation Day and deducted monthly.
Capital Market Authority Fees: USD 2,000 annually, calculated on each Valuation Day and deducted monthly.
Tadawul Publishing Fee: USD 1,333 annually calculated on each Valuation Day and deducted monthly.
Data Processing and Operational Expenses: Charged to the Fund based on the percentage of the Fund's assets as a portion of all open-ended public Funds assets under the Fund Manager for purposes of data processing operations.
All fees, charges, commissions and expenses payable to NCB Capital and other service providers will be exclusive of the VAT, which the Fund shall pay separately to the Fund Manager according to rates set by the VAT Law and its implementing regulations.

b. The following table shows all the fees and expenses of The Fund, how to calculate fees, charges and expenses, and the time it is paid by The Fund

Type of Fee/ Expense	Percentage/Assigned Amount	Calculation Method	Deduction
Management Fees	0.75%	Calculated on each Valuation Day	Deducted Monthly
Sharia Compliant Financing Charges		Based on the prevailing market rates and the requirements of the financier.	
Dealing (Brokerage) Fees		Based on the turnover of The Fund's assets and the volume of operations.	
Other Fees and Expenses*			
Custody Fees	0.0025%	Calculated on each Valuation Day from The Fund's assets	Deducted Monthly
Audit Fees	9,770	Calculated on each Valuation Day from The Fund's assets	Deducted Monthly
Remuneration of The Fund's Independent Board Members (For each meeting attended)	533	Calculated on each Valuation Day from The Fund's assets	Deducted Monthly
Sharia Audit Fee	7,200	Calculated on each Valuation Day from The Fund's assets	Deducted Monthly
Capital Market Authority Annual Fees	2,000	Calculated on each Valuation Day from The Fund's assets	Deducted Monthly
Tadawul publishing Fees	1,333	Calculated on each Valuation Day from The Fund's assets	Deducted Monthly
Administrative and operational expenses	Estimated and revised on a quarterly basis	Calculated on each Valuation Day from the value of all the public Funds' assets under management	Deducted Monthly

*Other Expenses will not exceed 0.50% of the annual average value of The Fund's assets, and the Fund Manager will carry out a quarterly review (every three months) of all the expenses charged to the Fund.

The Fund Manager acknowledges that there are no fees or charges other than those mentioned above, and that the Fund Manager will be liable for any other fee not disclosed to the Unitholders.

c. Transaction Fees

There are no transaction fees imposed by the Fund Manager on subscription and redemption.

d. Special Commissions

The Fund Manager may enter into special commission arrangements that are limited to goods and services that the Fund Manager may receive, in relation to the execution of transactions on behalf of the Fund or to conduct research in favor of the Fund in accordance with the Authorized Persons Regulations.

e. Hypothetical example illustrating all fees, charges paid from The Fund's assets

Description	Estimated Amount
Hypothetical Unitholder investment	10,000
Other Fees and Expenses (0.5%)	50
Dealing Expenses	0
Management Fees (0.75%)	74.63
VAT (5% of fees and expenses)	6.23
Net Investor Unit value	9,869.14

6) Valuation and Pricing

a. Method of valuation of each asset owned by The Fund

The total value of the Fund's assets is calculated based on the last closing prices of the underlying securities owned by the Fund on the Valuation Day, in addition to any accrued profits. Investments in unlisted securities will be valued based on the investment cost in addition to any accrued profits for the period up to the Valuation Date. Moreover, Investments in other Investment Funds will be valued based on the latest Unit price declared by the Fund.

b. Frequency of valuation and valuation points

The Fund's assets are valued on each Dealing Day at 5:00 p.m., and the Unit price is declared at the end of the Dealing Day.

c. Action to be taken in case of valuation or pricing errors

In the event of incorrect valuation or mispricing of any asset of the Fund or the Unit Price, the Fund Manager shall:

- Document any incorrect valuation or pricing of an asset or Unit Price;
- Compensate all affected Unitholders, including former Unitholders, for all valuation or pricing errors immediately;
- Notify the CMA immediately of any valuation errors or mispricing of 0.5% or more of the Unit Price and disclose it immediately on the website of the Fund Manager and the Tadawul website, and in the Fund's reports, which are prepared by the Fund Manager in accordance with Article (71) of the Investment Funds Regulations;
- The Fund Manager shall provide a summary of all valuation and pricing errors (if any) to the CMA in accordance with Article (72) of the Investment Funds Regulations.

d. Calculation of Unit Price for Subscription and Redemption Requests

The Unit price will be calculated using the total value of the Fund's assets mentioned in Paragraph (8-A), including the profits due, profits to be collected and the reinvested dividends of the Fund, and deducting Management Fees after deduction of all expenses and fixed obligations, and any other expenses due; and then, by dividing the result by the total number of Units that exist at that time. In exceptional or contingency cases in which the Fund Manager reasonably determines that a significant portion of the Fund's assets cannot be assessed reliably, the valuation of the Fund's assets may be delayed until such interim action is subsequently reviewed by the Fund Manager.

The Net Asset Value of the Fund is calculated as follows:

1) All expenses, fixed charges and operating expenses are calculated on a daily basis of the total assets and are deducted on the Valuation Date.
2) Management Fees are calculated and deducted from the output of the previous step and the result is the Net Asset Value of the Fund.

The two previous steps can be summarized in the following equation:

Net Asset Value of Fund = (Total Asset size - Fixed Fees and Actual Operating Expenses) - (Management Fees)

e. Publication of Unit Price

The Fund Manager will announce the Unit price at each Dealing Day on the Fund Manager's website: www.alahlicapital.com and the Tadawul website: www.Tadawul.com.sa.

7) Dealing

a. Initial Public Offering and Unit Price

The Fund began to accept Subscription Requests in Sha'aban 1424H, corresponding to October 2003G, and the Unit price was set at 1 USD at the beginning of the offering.

b. Date and deadline for submittal of Subscription and Redemption Requests

Subscriptions Requests: All subscriptions payable in USD must be made before or at 12:00 p.m. on the Dealing Day in order to commence subscription in the Fund from the day on which the subscription was made. If the subscription is made after 12:00 p.m. on one of the Saudi Business Days, that subscription to the Fund will start as of the second Dealing Day. Subscription, redemption, and transfer may be made through alternative distribution points (via telephone or internet). Subscriptions made through other payment methods, such as checks and remittances, may require additional time to settle and collect, and they will only be invested in the Fund as of the Dealing Day following the date of collection by the Fund.

Redemption Requests: Redemption may be made on any Dealing Day conditional on receipt of a written redemption notice no later than 12:00 p.m. on the Saudi Business Day prior to the target Redemption day. In case redemption is made on a Non-Dealing Day or after 12:00 p.m., the redemption will be made on the next Dealing Day. Redemption Proceeds (valued in accordance with Paragraph 6 of the Information Memorandum) will be paid within a period not exceeding three 3 Saudi Business Days following the Dealing Day in which redemption is made, and the value of redeemed Units shall not be less than the minimum redemption value, unless redemption is made through the Regular Investment Service. If the Dealing Day falls on an official holiday in Saudi Arabia, the Redemption Requests will be accepted on the next Dealing Day. The Fund Manager reserves the right to extend subscription, redemption, and transfer times through alternative distribution points till 4:00 p.m.

c. Subscription and Redemption procedures

Subscription Procedure: When subscribing to a Fund, the client signs the Subscription Form, and the Fund's Terms. Subscriptions can also be made through alternative channels via website or phone provided by the Fund Manager, the subscription amount is then deducted from the client's account. Individual Investors must present valid personal identification such as their national identity card (for Saudis) or Iqama (for non-Saudis). Legal entities (companies and institutions) must provide a signed company letter as well as a copy of the company's commercial registration, in addition to other documents required by the Fund Manager, depending on the type of company or institution.

Redemption Procedure: The unitholder may submit a partial or full Redemption Request at any time by providing a written notice or by filling out and delivering the Redemption Form, which can be obtained from certain branches or through alternative channels (the Fund Manager's phone or website). The unitholder must present a valid national identification card or valid iqama if he wishes to redeem payment through branches. The unitholder must also determine whether he wishes to recover the value of his Units in full or in part. If the unitholder submits a partial Redemption Request and the total value of its Units falls below the required partial redemption amount, the Fund Manager has the right to refuse the redemption on the targeted day without any liability to the Fund Manager. The Investor then must file a new Redemption Request to be executed on the next Dealing Day.

Transfers between two Funds: A transfer between two Funds managed by NCB Capital Co. is a single transaction consisting of two parts: Redemption and subscription based on this, the redemption process is carried out in accordance with the above "Redemption Requests" section, and then the subscription process is done according to the "Subscription Requests" form of the other Fund. To request a switch, the Investor is required to complete a Switch Form, and submit it to the customer service representative in the branch along with a valid identification card, or through alternative channels.

Minimum Ownership:

Minimum Subscription: USD 2,000
Minimum Additional Subscription: USD 1,000
Minimum Redemption: USD 2,000
Minimum Ownership of Fund Units: USD 1,000

The period between the Redemption Request and the payment of Redemption Proceeds:

Redemptions proceeds shall be paid to unitholders no later than the close of business on the third Saudi Business Day following the Valuation Day at which the redemption price was set.

d. Unitholders Register

The Fund Manager is responsible for preparing an updated Unitholders Register, in accordance with the requirements of the Investment Funds Regulations, kept in the Kingdom and treated with utmost confidentiality. The Unitholders Register represents conclusive proof of ownership of the Units.

e. The Fund's operation is not subject to a minimum asset volume and The Fund's minimum asset volume shall be determined based upon the Investment Funds Regulations and CMA guidelines.

f. Corrective actions necessary to ensure that the required (SAR 10 million) or its equivalent is met as a minimum Net Asset Value of The Fund

The Fund Manager shall follow the requirements of the Investment Funds Regulations and Circulars issued by the CMA in respect of the minimum required amount to be met from the Net Asset Value of the Fund. If in any case the Fund's Net Asset Value falls below the required SAR 10 million threshold, the Fund Manager shall:

– Notify the Fund Board;
– Continually monitor Fund's performance for six months;
– In case the six-month period is over without any correction, the Fund Manager will terminate the Fund in accordance with the termination procedure set out in Paragraph 4 Sub-Paragraph (F) of this Information Memorandum.

According to the CMA's circular issued on 21/03/1440H corresponding to 29/11/2018G, Fund Managers are exempt from this requirement until 12/31/2020G.

g. Cases where dealing in Units is deferred or suspended, and applicable procedures for such cases

Deferring a Redemption Request:

The Fund Manager may postpone the execution of any Redemption Request until the next Dealing Day if the total Unitholder Redemption Requests on any Dealing Day equal or exceed 10% of the Fund's Net Asset Value. Deferred Redemption Requests will be processed on pro-rata basis on the nearest Dealing Day. The Fund Manager, acting in good faith, will pay the Redemption Proceeds to the Unitholders at the earliest practicable opportunity.

The Fund Manager suspends dealing in The Fund's Units in the following cases:

- If requested by the CMA to suspend the Fund's Subscription and Redemption;
- If the Fund Manager reasonably believes that suspension is in the interest of the Unitholders;
- If dealing is suspended in the Main Market in which securities or other Assets are held by the Fund, whether in whole or in respect of Assets of the Fund that the Fund Manager reasonably considers to be material to the Fund's Net Asset Value.

Procedures to be taken by The Fund Manager in case of Suspension of Dealing in The Fund's Units:

- Ensuring that suspension is continued only for a necessary and justified period, taking into account the interests of Unit holders;
- Reviewing the suspension regularly and consulting the Fund's Board and the Custodian regularly;
- Notifying the CMA and Unitholders immediately after the expiry of suspension in the same manner used in notification of the suspension and disclosing such expiry on the Fund Manager's website and the website of Tadawul.

Rejection of Subscription Requests:

The Fund Manager has the right to reject any request to subscribe to the Fund if such Subscription would violate the CMA's regulations or the Anti-Money Laundering Regulations. The Fund Manager may also cease to accept Subscription applications if the increase in Subscriptions into the Fund would adversely affect the current Unitholders.

Redemption by The Fund Manager:

The Fund Manager reserves the right to redeem Units sold to any Investor in whole or in part, with a notice to the Investor later if he believes that such Subscription may result in a violation of CMA laws and/or other applicable laws and/or the Terms and Conditions, without any liability to the Fund Manager.

h. Procedures of selecting Redemption Requests to be deferred

If Redemptions are deferred, the Fund Manager will follow fair and unbiased procedures in selecting the Redemption Requests to be deferred in accordance with the requirements of Article (61) of the Investment Funds Regulations, "Deferring Redemption".

8) Unit Characteristics

The Fund will have one class of Units with equal rights and liabilities.

9) Accounting and Reporting

a. Information Relating to Financial Reports

- The Fund Manager will prepare the interim financial reports and present the latter to the public by publishing them within (35) days from the end of the reporting period in the means specified in the Fund's Terms and Conditions and the Information Memorandum, and available on the Fund Manager's website and Tadawul's website.
- The Fund Manager will prepare the annual reports, including the audited annual reports, annual reports summary, and the initial reports in accordance with Annex 5 of the Investment Funds Regulations, and make them available to Unitholders upon request without charge. The reports will be made public within (70) days from the end of the reporting period.
- The Fund Manager will provide each Unitholder with the Net Asset Value of their Units and the record of their transactions within (15) days of each transaction carried out by the Unitholder.
- The Fund Manager will send an annual statement to the Unitholder summarizing the transactions of the Fund's Units during the Financial Year within (30) days from the end of the Financial Year. This statement includes any profit distributions and the total expenses, charges and fees deducted from the Unitholders and mentioned in the Fund's Terms and Conditions and Information Memorandum. In addition to any violations of investment restrictions provided for in the Investment Funds Regulations or in the Fund's Terms and Conditions and the Information Memorandum.

b. Places and methods of publishing The Fund's Reports:

Annual reports of the Fund, including financial statements, are available on the Fund Manager's website: www.alahlicapital.com and Tadawul's website: www.Tadawul.com.sa. Other notices, if any, are sent to the postal address and/or e-mail and/or as a SMS and/or fax as indicated in the records of the Fund Manager.

c. The Fund Manager will provide the annual audited financial statements at the end of each Financial Year.

d. The Fund Manager will provide the annual audited financial statements of The Fund free of charge upon request by the Unitholders.

10) Fund Board

a. Board members and memberships

The Board member's term will start following the approval by the Board of the CMA and the members will serve for a term of three 3 years (renewable). The Fund Board consists of the following members:

Mr. Naif Al Mesned (Chairman – Non-Independent Member)
Mr. Lloyd Kawara (Non-Independent Member)
Ms. Basmah M. Al-Tuwaijri (Independent Member)
Mr. Abdulaziz Abalkhail (Independent Member)

b. Board of Directors Qualifications

Mr. Naif Al Mesned (Chairman - Non-Independent Member)

Currently, he is the head of Wealth Management, at NCB Capital. Prior to joining NCB Capital, he held multiple positions with Barclays Saudi Arabia, the Saudi Capital Market Authority

"CMA" and Ernst & Young "EY". He has also participated in a number of executive programs in Wharton Executive Education University of Pennsylvania and Massachusetts Institute of Technology "MIT". He holds an MBA from Clark University in the United States of America and a bachelor's degree in accounting from King Fahd University of Petroleum and Minerals. He has also passed the US examination for Certified Public Accountants (CPA).

Mr. Lloyd Kawara (Non-Independent Member)

Lloyd Kawara is Head of Risk Management; he was hired as Vice President of Market Risk for NCB Capital in February 2015. Prior to that he worked at the African Development Bank where he was Principal Treasury Risk Officer, managing counterparty risk, market risk, investment and asset liability risks, and he has over 13 years of banking experience, of which 9 years were spent in senior risk management roles within the region including as Chief Risk Officer for Bank Alkhair BSC Bahrain and Head of Risk for Bahrain Middle East Bank and Risk Management Officer with Riyad Bank.

Lloyd is a CFA charter holder, a Certified Financial Risk Manager (FRM) with Global Association of Risk Professionals (USA), a Chartered Alternative Investment Analyst with CAIA (USA) and an Associate Chartered Management Accountant with CIMA (UK).

Ms. Basmah M. Al-Tuwaijri (Independent Member)

Al-Tuwaijri served as a faculty member in the Department of Finance, College of Business Administration, King Saud University for more than twenty years, during which she taught different courses in the topics of corporate finance, investment, portfolio management and capital markets. In addition, she held several leadership positions in academics and administration, and contributed in developing the strategic plan for King Saud University and conducting the internal studies for academic accreditation. She received a Master of Finance from King Saud University and a Bachelor of Management from King Saud University in partnership with the University of Colorado and the University of Hartford in the United States of America. She has several publications in the field of corporate governance and capital markets.

Mr. Abdulaziz Abalkhail (Independent Member)

Abalkahil worked as the Chief Audit Executive of the National Industrialization Co. "TASNEE" and served as an independent member of the Audit Committee of the Arabian Cement Company. Prior to TASNEE, he held several managerial positions at CMA's Continuous Disclosure Department and Market Institutions Compliance, the Industrial Development Fund, and the Arab Petroleum Investment Company. Eng. Abdulaziz has joined specialized programs in recognized international institutions such as U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority and Chase Manhattan Bank. He has more than 20 years of experience in financial institutions and markets. He received an MBA from University of Nottingham in Britain.

c. Roles and responsibilities of the Board of Directors of The Fund

- Approving all of the Fund's' material contracts, reports and decisions;
- Overseeing, and where appropriate, ratifying any conflict of interest the Fund Manager identifies in accordance with the Investment Funds Regulations;
- Meeting at least twice a year with the Fund Manager's Compliance Officer and AML/CFT Reporting Officer to ensure the Fund Manager's compliance with applicable laws and regulations;
- Approving any recommendations made by a liquidator in the event one is appointed;

- Ensuring the completeness, accuracy and compliance with the Fund's Terms and Conditions, Information Memorandum and any other documents relating to the Investment Funds Regulations;
- Ensuring that the Fund Manager fulfills their responsibilities for the benefit of the Unitholders in accordance with the Terms and Conditions, Information Memorandum, and Investment Funds Regulations;
- Acting for the benefit of the Fund and its Unitholders'
- Approving the appointment of the external Auditor nominated by the Fund Manager;
- Documenting the meetings minutes that display all the proceedings of the meetings and decisions taken by the Board.

d. Board of Directors Remuneration

The Fund shall be charged the remuneration related to the services provided to Independent Fund Board Members. Each Independent Board Member shall receive USD 533.33 (SAR 2,000) for every meeting he attends, and a minimum of two meetings shall be held per year. For more details, please review Paragraph 5 of the Information Memorandum.

e. Conflict of interest between the Board members and The Fund

Members of the Fund Board may be members of other funds that may seek investment objectives similar to those of the Fund. Therefore, in the exercise of its business, a member of the Fund Board may find himself in a situation of potential conflict of duties or interests with one or more funds. However, in such cases, the member shall take into account his obligations to act in the best interests of the Unitholders to the maximum practicable extent and not to overlook his obligations to his other clients when he considers any investment that may involve a potential conflict of interest, and in situations requiring voting, that member shall refrain from doing so. To the date of issuing the Information Memorandum, there is no significant business or other interest to the members of the Fund Board, which is likely to conflict with the interests of the Fund.

f. Other Boards of Funds on which the relevant members of this Fund Board participate:

All Fund Board members are also appointed in the following Funds:
AlAhli Diversified US Dollar Fund
AlAhli Diversified Saudi Riyal Fund
AlAhli Sadaqqat Fund
AlAhli US Dollar Sukuk Fund
AlAhli International Trade Fund
AlAhli Saudi Riyal Trade Fund
AlAhli Multi-Asset Conservative Fund
AlAhli Multi-Asset Moderate Fund
AlAhli Multi-Asset Income Plus Fund
AlAhli Multi-Asset Growth Fund
Naif Al Mesned has been appointed as director for the AlAhli Tier One Sukuk Fund, the AlAhli Tier One Sukuk Fund II, and the AlAhli REIT 1.

11) Sharia Board

a. Sharia Board Members and Qualification

Sheikh Abdullah Bin Suleiman Al-Maniya (Chairman)
Member of the Senior Council of Scholars and an advisor to the Royal Court in the Kingdom of Saudi Arabia. He is also a member of the Sharia Committee for preparing the judicial code of

the Kingdom. He is a member of the Islamic Fiqh Academy of the Organization of Islamic Conference, and Fiqh Academy of the Muslim World League. He has also been a member of the Supreme Judiciary Committee of the Kingdom since its inception in 1391H (1971G) and was formerly Deputy President of the Mecca Courts and a former Judge of the Court of Cassation in Mecca. Sheikh Abdullah Almaniya is a member of several supervisory committees supervising banks in the Kingdom, and a member of the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI). He has also authored several books on Islamic finance and Fiqh. He holds a master's degree from the Higher Judicial Institute of Imam Muhammad bin Saud Islamic University.

Sheikh Dr. Abdullah bin Abdulaziz Al Musleh (Member)

Sheikh Al Musleh is a well-known Sharia Scholar. He is the General Director of the Panel of Scientific Miracles in the Quran and Sunnah. He established a branch of Al Imam Muhammad bin Saud Islamic University in Abha and was its rector from the year 1396H until 1415H (1976-1994G). He has also served as the Dean of Sharia and Principles of Religion at the Imam Muhammad bin Saud Islamic University in Abha. Sheikh Al Musleh is also a member of many Sharia supervisory committees supervising banks in the Kingdom and is a frequent speaker on Islamic television programs. He is also an author of several books in Islamic finance and Fiqh.

Sheikh Dr. Abdullah bin Mohammed Al Mutlaq (Member)

Sheikh Dr. Abdulla Bin Mohammed Al Mutlaq is a member of the Senior Scholars Board and the Dar Al-Ifta Committee, both in Saudi Arabia. He is also an advisor of the Royal Court of Saudi Arabia and a former Dean of the Comparative Fiqh Department at Imam Muhammad Ibn Saud Islamic University in Riyadh. Sheikh Dr. Al Mutlaq is a member of Sharia Boards of several Islamic banks and financial institutions.

Sheikh Dr. Muhammad Ali Al Gari (Member)

Dr. Elgari was a former professor of Islamic Economics at King Abdulaziz University, Jeddah, Saudi Arabia and a former Director of the Center for Research in Islamic Economics, in the same university. He is a member of numerous Sharia committees of several banks and financial institutions. He is a well-known expert in the field at the Islamic Jurisprudence Academy of the OIC, the Islamic World League and a Member of Sharia Supervisory Board. He is also a member of the editorial Board of several academic publications in the field of Islamic Finance and Jurisprudence, Journal of the Jurisprudence Academy, the Journal of Islamic Economic Studies published by the Islamic Development Bank, the Journal of Islamic Economics published by the International Association of Islamic Economists (IAIE), London, and the advisory Board of the Harvard Series in Islamic Law, Harvard Law School. Dr. Mohamed Ali Elgari holds a Ph.D. in economics from the University of California and is a recipient of the Islamic Development Bank's International Prize in Islamic Banking and Finance for the year 2004. He has authored several books and articles on Islamic finance in Arabic and English and is a frequent speaker at Islamic Banking and Finance conferences around the world.

b. Roles and responsibilities of the Sharia Board

- Reviewing the Fund's offering documents, including the Information Memorandum and the Terms and Conditions of the Fund, and approving any subsequent amendments;
- Preparing the Sharia Guidelines to be followed in making the Fund's Investments;
- Meeting as required to discuss issues related to the Fund;
- Responding to inquiries from the Fund Manager regarding the Fund's Investments, activities or investment structure, and compliance with Sharia rules and standards;
- Supervising and monitoring the activities of the Fund to ensure compliance with Sharia Guidelines or delegating that responsibility to another party.

c. Sharia Board Remuneration

The Fund will bear the Shariah audit fees in an amount of US 7,200 (SAR 27,000) annually. The Shariah advisory fees, if any, will be charged separately.

d. Sharia Guidelines

All Investments and investment strategies applied by the Fund Manager shall be approved by the Shariah Board.

Tradable Investment Instruments and Methods

- Shariah-compliant Murabaha this involves the purchase and sale of goods at a given profit margin under pre-agreed terms of future payment;
- Other Shariah-compliant Murabaha Funds managed by investment companies, with Shariah supervisory Boards that are recognized by the Fund's Shariah Board;
- Investment instruments approved by a Shariah supervisory Board recognized by the Fund's Shariah Board, which represent unallocated equity in real assets or interest thereof, and the profits resulting from such assets, for example, the Sukuk issued under dealing contracts, including Ijarah, Musharaka, Murabaha or Al Istisna'a;
- Other investment instrument Funds managed by investment companies, with Shariah supervisory Boards recognized by the Fund's Shariah Board;
- The Fund may invest in general in Sukuk and Murabaha Transactions, trade finance transactions and investment Shariah-compliant Funds.

Tradable Investment Instruments and Methods

The following investment instruments may not be dealt in

- Futures Contracts;
- Forward Contracts;
- Preferred Stock;
- Options;
- Conventional Swaps;
- Short Sales;
- Other instruments related to payment or receipt of interest.

Periodic Review

The Fund's compliance with Shariah shall be examined quarterly.

12) Fund Manager

a. Fund Manager

NCB Capital Company

b. License Number Issued by CMA

License No. (37-06046)

c. Fund Manager's Address

King Saud Road, P.O. Box 22216, Riyadh 11495, Kingdom of Saudi Arabia.
Tel: +966 92000 0232
Fax: +966 11406 0049
Website: www.alahlicapital.com

d. The date of the license issued by the Capital Market Authority

3 Thu Al Hijja 1427H corresponding to December 24, 2006G.

e. Paid up Capital by The Fund Manager

NCB Capital is a Saudi joint stock company with a paid-up capital of SAR 1 billion.

f. Summary of the Fund Manager's financial information for the previous Financial Year (in thousands of Saudi Riyals)

Item	For the Year 2018
Total Operating Income	723,595
Total Operating Expenses	(351,744)
Total non-Operating Income	3,865
Zakat for the year	(50,000)
Net Profit	325,716

g. Board members of The Fund, and the main activities of each member (other than those activities related to The Fund Manager)

Name	Title	Other Board Memberships
Saeed M. AlGhamdi	Fund Manager's Chairman (Non-executive member)	- National Commercial Bank - Türkiye Finans Katılım Bankası - Chairman of the Board of Directors of Saudi Credit Bureau (SIMAH), Kingdom of Saudi Arabia - Member of MasterCard's Regional Advisory Board for the Middle East and Africa - Real Estate General Authority - Chairman of Second Health Cluster
David J. Meek - Vice Chairman	Fund Manager Vice Chairman	- National Commercial Bank - ASSOCIATES LIMITED - ETHQ LLC - GETTING ON BOARD - CYDTAX
Sarah J. Al Suhaimi	Fund Manager CEO (Executive member)	- Saudi Stock Exchange (Tadawul) - NCB Capital DIFC (Dubai) - BACO (Bahrain) - International Financial Reporting Standards Foundation
Talal A. Al Khereiji	Non-executive member	None

Adnan A. Soufi	Independent Member	- Bupa Arabia and head of Audit Committee - Awj Holding Company - CMA Advisory Committee - Trustee in Endouwment Neogborhood Centers - Islamic Economics Institute
Abdullah F. AlAbdul Jabbar	Independent Member	- Saudi Saudi Airlines Cargo Company - Saudi Air Navigation Services - GASCO

h. Roles, responsibilities and duties of The Fund Manager regarding The Fund

- Comply with all the laws and implementing regulations issued by the CMA and the applicable instructions in the Kingdom of Saudi Arabia related to the Fund's operations, including the requirements of the Investment Funds Regulations and the Authorized Persons Regulations, which includes acting to the best interest of the Unitholders and with reasonable care;
- Manage the Fund's assets to the best interest of the Unitholders in accordance with the Terms and Conditions of the Fund and the Information Memorandum and the performance of all its functions in respect to the Register of Unitholders;
- Develop the decision-making procedures to be followed to implement the Fund's administrative aspects, offering of Funds Units and the Fund operations;
- Ensure that the Terms and Conditions of the Fund and the Information Memorandum are accurate, complete, correct, and not misleading;
- The Fund Manager shall be responsible for complying with the provisions of the Investment Funds Regulations, whether those requirements and duties are performed directly by the Fund Manager or indirectly through assigning them to a third party under the provisions of the Investment Funds Regulations and the Authorized Persons Regulations;
- The Fund Manager is liable to the Unitholders for any losses resulting from fraud, negligence, malpractice or intentional failure to meet obligations;
- The Fund Manager will prepare policies and procedures to monitor the risks affecting the Fund's Investments. Such policies and procedures will include a risk assessment on at least an annual basis;
- Implement the Fund's compliance monitoring program and provide the CMA with the results of the implementation upon request.

i. Tasks assigned to a third party by The Fund Manager in respect of The Fund

The Fund deals with a third party in order to carry out the following functions:

- Custodian to carry out the custody of the Fund's assets;
- External auditor to carry out auditing task;
- The Sharia Board to supervise the activities of the Fund to ensure compliance with Sharia Guidelines.

j. Other business activity or interests of The Fund Manager that are of significance or could potentially conflict with those of The Fund

The Fund Manager and other NCB Capital affiliates may from time to time act as Fund Managers, Fund advisors or other sub-funds seeking similar Investment Objectives for the Fund. Therefore, in the exercise of its business, the Fund Manager may find itself in a position of potential conflict of interest or duties with one or more funds. In such cases, the Fund Manager will take into account its obligations to act in the best interests of the Unitholders to the fullest extent practicable and not to overlook its obligations to its other clients when considering any investment that may involve potential conflicts of interest. Note that as of the date of issuing the Fund's Information Memorandum and Terms and Conditions, no other business activity or interest important to the Fund Manager board members, or the Fund Board Members is likely to conflict with the interests of the Fund.

k. Provisions regulating the removal or replacement of The Fund Manager

The CMA may remove the Fund Manager in respect of any specific Investment Fund and take any action it deems appropriate to appoint an alternative Fund Manager for that Fund or to take any other measure it deems appropriate in case of any of the following cases:

- The Fund Manager ceasing to carry on management activities without notifying the CMA under the Authorized Persons Regulations;
- Cancellation of the Fund Manager's license by the CMA to carry on management activities under the Authorized Persons Regulations;
- The Fund Manager sends a request to the CMA to cancel his license of carrying out management activities;
- If the CMA believes that the Fund Manager has committed material violations and failed to comply with the law and its implementing regulations;
- The death, inability or resignation of the Fund portfolio manager who manages the Fund's assets, with no other person Registered with the Fund Manager capable of managing the Assets of the Fund or the Assets of the Funds managed by the Fund Manager;
- Any other case that the CMA considers - on reasonable grounds - to be sufficiently material.

13) Custodian

a. Custodian

AlBilad Investment Company (Albilad Capital)

b. License Number Issued by CMA

License No. 37-08100

c. Custodian Address

King Fahad Road, P.O. Box 140, Riyadh 11411, Kingdom of Saudi Arabia.
Tel: +966 92000 3636
Fax: +966 11290 6299
Website: www.albilad-capital.com

d. The date of the license issued by the Capital Market Authority

1 Sha'aban 1428H (Corresponding to August 1, 2007G).

e. Roles and Responsibilities of The Custodian

- The Custodian shall be responsible for his obligations in accordance with the provisions of the Investment Funds Regulations whether he performs his responsibilities directly or by

assigning them to a third party under the provisions of the Investment Funds Regulations or the Authorized Persons Regulations.

- The Custodian shall be liable to the Fund Manager and the Unitholders for losses incurred by the Fund due to his fraud, negligence, deliberate misconduct or intentional default.
- Protect the Fund's assets for the benefit of the Unitholders, and it will be responsible for taking all necessary administrative actions to protect the Fund's assets.

f. Tasks Entrusted to a Third party by a Custodian

The Custodian has the right to appoint one or more third parties, or any of their affiliates who are authorized to conduct the securities activity of custody, as sub-Custodians. The Custodian shall pay the fees and expenses of any sub-Custodian from their own resources.

g. Provisions governing the Removal or Replacement of The Custodian.

The CMA may remove the Custodian appointed by the Fund Manager or take any actions it deems appropriate in the event of any of the following cases:

- The Custodian ceases to provide custody services without notice to the CMA in accordance with the Authorized Persons Regulations;
- The Custodians' license to practice custody activity is canceled, revoked or suspended by the CMA;
- The Custodian submits an application to the CMA to cancel its license to provide custody services;
- If the Custodian is deemed by the CMA to have committed any material violation of the Capital Market Law or its implementing regulations;
- Any other case that the CMA considers - on reasonable grounds - to be sufficiently material.
- The Fund Manager may also remove the Custodian by written notice if it reasonably considers removing them is in the interest of the Unitholders. In such a case, the Fund Manager shall promptly notify the CMA and the Unitholders.

14) Auditor

a. The Investment Fund's auditor

KPMG AL Fozan & Partners

b. Auditor's Address

Zahran Business Center - Prince Sultan Street, P.O. Box 55078, Jeddah 21534 Saudi Arabia,
Phone: +966 12698 9595
Fax: +966 12698 9494
Website: www.kpmg.com/sa

c. Roles and Responsibilities of the Auditor

It is the responsibility of the Auditor to give an opinion on the financial statements based on the audit performed in accordance with generally accepted auditing standards applicable in the Kingdom, which require the auditor to comply with ethical and professional standards and to plan and perform audit activities in order to have a reasonable degree of certainty that the financial statements have no material errors. The Auditor's responsibilities also include implementing procedures for obtaining evidence to support the amounts and notes set out in the financial statements. In addition, the Auditor evaluates the suitability of the adopted accounting policies and the reasonableness of the accounting estimates, as well as the overall presentation of the financial statements.

15) Other Information

a. Policies and procedures used to address actual or potential conflicts of interest will be provided free of charge upon request.

b. Rebates and special commissions

The Fund Manager may enter into special commission arrangements that are limited to goods and services that the Fund Manager may receive, in relation to the execution of transactions on behalf of the Fund or to conduct research in favor of the Fund in accordance with the Authorized Persons Regulations.

c. Information regarding Zakat and/or Taxes

The VAT is applied to the Fund in accordance with the VAT Law and its implementing regulations. The Fund Manager does not pay Zakat on behalf of the Unitholders.

d. Unitholders Meeting

Circumstances in which Unitholders meeting shall be convened

The Fund Manager may call for a Unitholders meeting in the following cases:

- Initiative by the Fund Manager;
- A written request from the Custodian, the Fund Manager shall call for the meeting of the Unitholders within (10) Saudi Business Days after receiving the request from the Custodian;
- A written request from one or more of the Unitholders who together or individually hold at least 25% of the value of the Fund's Units. The Fund Manager will call for the Unitholders' meeting within (10) Business Days after receiving the request from the Unitholders.

Procedures for convening a Unitholder's meeting:

The Fund Manager abides by Article (70) of the Investment Funds Regulations concerning Unitholders' meetings. The call to the Unitholders' meeting will be announced through the Fund Manager's website and Tadawul's website, and by sending a notice to all Unitholders and the Custodian at least (10) days prior to the meeting, but not exceeding (21) days prior to the meeting. The notice shall specify the date, location, time and proposed resolutions. The Unitholders meeting is valid only if attended by a number of Unitholders who together hold at least 25% of the value of the Units of the Fund. In case the 25% target is not met, the Fund Manager will call for a second meeting through an announcement on the Fund Manager's website and Tadawul's website, and by sending a written notice to all Unitholders and the Custodian at least (5) days prior to the meeting. The second meeting shall be considered valid regardless of the percentage value owned by the attendees (Unitholders).

Unitholder's Voting Methods and Rights:

Each Unitholder may appoint an Agent to represent him at the Unitholders' meeting, and the Unitholder or his Agent may make one vote at the Unitholders' meeting for each Unit owned at the time of the meeting. The Fund Manager may also hold Unitholders' meetings, participate in its deliberations and vote on its decisions by means of modern technology. The meeting documents and decisions resulting from the meeting may also be sent by means of modern technology.

Voting right in the Unitholders' meeting:

Each Unitholder is entitled to exercise all rights associated with their Units, including obtaining their approval for any changes that requires their approval in accordance with the Investment Funds Regulations.

e. Investment Fund Termination and Liquidation Procedures.

If The Fund Manager wishes to terminate the public Fund, it will notify the CMA and the Unitholders in writing of its desire to do so no less than (21) days prior to the date on which the public Fund is to be terminated without breaching the Terms and Conditions of the Fund and the Information Memorandum.

- Notice of Fund termination to the parties having a contractual relationship with it;
- Gradual sale of the Fund's assets;
- Payment of outstanding liabilities from the Fund's' Assets, and the distribution of the remaining amount to the Registered Unitholders on the date of liquidation on a pro-rata basis, in proportion to their respective holdings;
- Remove the Fund's information from the Fund Manager's website and Tadawul's website.

f. Complaint Procedures

If the Unitholder has any complaint related to the Fund, he should send it to NCB Capital, through the Fund Manager's website at www.alahlicapital.com or by phone 920000232. The Fund Manager shall also provide a copy of the policies and procedures to address customer complaints upon request in writing free of charge. If the Fund Manager does not settle the complaint, the Unitholder may file his complaint with the CMA - Investor Complaints Department. The Unitholder may file a complaint with the Committee for the Resolution of Securities Disputes after (90) calendar days from the date of filing the complaint with the CMA. Unless the CMA has notified the complainant that it may be deposited with the Committee before the expiration of the period. Procedures to address complaints shall be provided free of charge, upon request.

g. The Committee for the Resolution of Securities Disputes is competent to adjudicate disputes arising from investing in the Investment Fund.

h. List of documents available to Unitholders:

The Documents include the following:

- The Fund's Terms and Conditions;
- Key Fact Sheet;
- Contracts mentioned in the Information Memorandum, and the Terms and Conditions of The Fund;
- Financial statements of the Fund Manager

i. Ownership of The Fund's assets

The Investment funds' assets are owned collectively by the Unitholders (undivided ownership). A Fund Manager, sub-Fund manager, advisor, sub-Custodian, advisor or distributor shall not have any interest in or claim against such Assets, unless the Fund Manager, sub-Fund manager, advisor, sub-Custodian, Consultant or distributor is a Unitholder - within the limits of their ownership, or unless permitted under the provisions of the Investment Funds Regulations and disclosed in the Fund's Terms and Conditions or Information Memorandum.

j. As the date that this Information Memorandum has been prepared, there is no additional information to contribute to the investment decision making for existing or potential Unitholders, the Fund Manager, Fund Board or professional advisors.

k. The Fund Manager has not requested any exemption from the Investment Funds Regulations restrictions.

l. Fund Manager's policy regarding voting

The Fund Manager's policy regarding voting rights is available on the Fund Managers' website and the Tadawul website.

m. Confidentiality of Fund Information

The Fund's business and the Investments of its participants are managed with the highest degree of confidentiality at all times. This does not limit the right of the Fund's regulatory authority (CMA) to access the Fund's records for legal oversight purposes.

n. Death of Unitholders

The Investor's consent to these Terms and Conditions and Information Memorandum shall not terminate automatically upon their death or disability; these Terms and Conditions shall be binding to their heirs, executors, administrators, personal representatives, trustees and successors if the Investor is an individual. If the Investor is a corporate entity, these Terms and Conditions shall not terminate upon the occurrence of any of the above to any partner or shareholder. Therefore, the Fund Manager shall have the right to suspend any transactions relating to the Terms and Conditions, and Information Memorandum until the Fund Manager receives a court order, authorization, or such other sufficient evidence to verify the power of those mentioned above before allowing them to dispose of the Units.

Summary of Financial Disclosure

Summary of the Fund's fees and expenses for the period ended December 2018 in USD:

Fees and Expenses	USD '000
Management Fee Expense	2,046
VAT on Management Fee	102
Audit Fee Expense	10
Fund Admin Fee Expense	54
CMA Fee Expense	2
Tadawul Fee Expense	1
Custody fees	7
Shariah Audit Fee Expense	8
Fund Board Fee Expense	4
Total Fees and Expenses	**2,234**

*Other expenses shall not exceed in total 0.50% of the annual average value of the Fund's assets. The actual expenses were 0.05% of the average value of the Fund's assets. The Fund Manager will review the expenses charged to the Fund on a quarterly basis (every three months).

The Fund Manager reserves the right to rebate or waive the Management Fees, in case any Fund managed by NCB Capital invests in that Fund.

Terms and Conditions

AlAhli Diversified US Dollar Fund

An Open-Ended Investment Fund

Fund Manager

NCB Capital Company

Custodian

AlBilad Investment Company

AlAhli Diversified US Dollar Fund has been approved as being Sharia-compliant by the Sharia Board appointed for The Fund.

All of the contents of these Terms and Conditions and all other documents complies with the Investment Funds Regulations and contain complete, clear, accurate and non- misleading information on the Investment Fund

Investors are advised to read the contents of the Terms and Conditions, together with the Information Memorandum and other documentation of the Investment Fund

Terms and Conditions date of issuance
Sha'aban 1424H, corresponding to October 2003G.
CMA was notified of its update on
19 Rabi I 1440H, corresponding to November 27, 2018G
CMA approved establishment of Fund and offering of its Units on
18 Dhu Al Hijja 1429H, corresponding to December 16, 2008G.

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Terms and Conditions

1) General Information

a. Fund Manager Name and License issued by the CMA

NCB Capital Company (NCB Capital) is licensed under the CMA License No. 37- 06046 to provide management, custody, arrangement, advice, underwriting and dealing services, as principal and Agent in securities.

b. Fund Manager's Address

King Saud Road, P.O. Box 22216, Riyadh 11495, Kingdom of Saudi Arabia.
Tel: +966 92000 0232
Fax: +966 11406 0049

c. Fund Manager's Website

For more information regarding the Fund Manager or the Fund, please visit the following website: www.alahlicapital.com

d. Custodian

AlBilad Investment Company (Albilad Capital)

e. Custodian's Website

For more information regarding the Custodian, please visit the following website: www.albilad-capital.com

2) Governing Laws

The Fund and the Fund Manager are subject to the Capital Market Law (CML), its implementing regulations and all other related regulations in the Kingdom of Saudi Arabia

3) Fund Objectives

a. Fund Type and Objectives

AlAhli Diversified US Dollar Fund is an open-ended public Shariah-compliant Investment Fund, aimed at providing liquidity and enhanced capital appreciation.

b. Investment policies, practices, and types of Assets in which The Fund will invest

- The Fund mainly invests in short, medium and long-term Shariah-compliant financial instruments, such as: Shariah-compliant money market transactions, including but not limited to Murabaha, Wakala, Mudaraba and Musharaka transactions, and Shariah-compliant alternatives of swaps, Repos and Reverse Repos, as well as Structured Products and Asset-Backed Securities.
- The Fund will invest no more than 40% of its net assets in Fixed Income Instruments. the Fund may invest no more than 10% of its assets in "sub-investment grade" instruments, which is less than what is rated by the following global credit rating agencies maximum: Standard & Poor's BBB-/Moody's Baa3-/Fitch BBB-.
- The Fund will only invest in Shariah-compliant financial instruments. The Fund's Investments will be as defined below:

Asset Class	Minimum	Maximum
Cash	0%	100%
Shariah-compliant Money Market Transactions	0%	100%
Fixed Income Instruments	0%	40%
Investment Funds	0%	50%
Sub-investment grade Fixed Income Instruments	0%	10%

The minimum credit rating for most of the Fund's and counterparty's underlying Investments will be as determined by an international rating agency with a minimum rating of: Standard & Poor's BBB-/Moody's Baa3-/Fitch BBB-. If there is no credit rating for the Fund's Investments or the counterparty's, the Fund Manager will classify the quality of the Investments internally, based on the stability and soundness of the counterparty's or issuer's financial position.

4) Duration of the Investment Fund

AlAhli Diversified US Dollar Fund is an open-ended index Fund with no maturity date.

5) Investment Restrictions/Limitations

The Fund Manager shall abide by the limits and restrictions of the Investment Fund Regulations, the Fund's Terms and Conditions, Information Memorandum, and the Sharia Guidelines established by Sharia Board.

6) Currency

The Fund's currency is USD. In the case of subscription in a currency other than the US Dollar, the exchange rate used will be subject to the prevailing exchange rates, and the unitholders will bear any exchange rate fluctuation.

7) Fees, Charges and Expenses

a. Details of all payments and method of calculation

Management Fees: The Fund Manager will charge an annual management fee of 0.75% of the Net Asset Value of the Fund, calculated proportionally on each Valuation Day and deducted monthly. The Fund Manager reserves the right to rebate or waive the Management Fees, in case any Fund managed by NCB Capital invests in that Fund.

The investment management fee is subject to the VAT, the Fund will separately pay it to the Fund Manager at rates prescribed by the VAT Law and its regulations for implementation.

Shariah-Compliant Financing Charges: If applicable, will be charged to the Fund at the prevailing market rates, and calculated on each Valuation Day and paid according to the requirements of the financier.

Dealing (Brokerage) Fees and Charges: Dealing fees or any other regulatory fees will be paid by the Fund directly at levels determined by regulations or by the dealing broker in the markets in which the Fund purchases or sells. These amounts will vary depending on the turnover of the Fund's assets and the volume of transactions.

Other Fees and Expenses: The Fund Manager reserves the right to charge the Fund any other fees and expenses allowed by regulations such as: Custody Fees, audit fees, remuneration of Independent Board Members, Shariah audit and advisory fees, regulatory fees, Tadawul fees,

and administrative and operational expenses pertaining to the Fund. The other fees and expenses will not exceed 0.5% of the average value of the Fund's assets during the Financial Year. Such expenses include:

Custodian Fees: The Custodian shall receive an annual custody fee of 0.0025% (0.25 basis points) of the Net Asset Value of the Fund under custody calculated proportionally on each Valuation Day and deducted monthly. The Custodian is entitled to a fixed fee for each transaction of USD 5.3 or the equivalent of SAR 20 plus USD 2.7 or the equivalent of SAR 10 for each transaction not carried out electronically.

Remuneration of the Fund's Board: Independent Board Members shall receive USD 533 for each meeting they attend. A minimum of two meetings shall be held per year.

Auditor's Fees: USD 9,770 annually, calculated on each Valuation Day and deducted monthly.

Shariah Audit Fee: USD 7,200 annually, calculated on each Valuation Day and deducted monthly.

Capital Market Authority Fees: USD 2,000 annually, calculated on each Valuation Day and deducted monthly.

Tadawul Publishing Fee: USD 1,333 annually calculated on each Valuation Day and deducted monthly.

Data Processing and Operational Expenses: Charged to the Fund based on the percentage of the Fund's assets as a portion of all open-ended public Funds assets under the Fund Manager for purposes of data processing operations.

All fees, charges, commissions and expenses payable to NCB Capital and other service providers will be exclusive of the VAT, which the Fund shall pay separately to the Fund Manager according to rates set by the VAT Law and its implementing regulations.

b. Transaction Fees

There are no transaction fees imposed by the Fund Manager on subscription and redemption.

c. Special commission arrangements entered into by The Fund Manager

Subject to Sharia Guidelines, the Fund Manager may enter into special commission arrangements that are limited to goods and services that the Fund Manager may receive that are related to the execution of transactions on behalf of the Fund or to conduct research in favor of the Fund in accordance with the Authorized Persons Regulations.

8) Valuation and Pricing

a. Valuation Method

The total value of the Fund's assets is calculated based on the last closing prices of the underlying securities owned by the Fund on the Valuation Day, in addition to any accrued profits. Investments in unlisted securities will be valued based on the investment cost in addition to any accrued profits for the period up to the Valuation Date. Moreover, Investments in other Investment Funds will be valued based on the latest Unit price declared by the Fund.

b. Frequency of valuation and valuation points

The Fund's assets are valued on each Dealing Day at 5:00 p.m., and the Unit price is published at the end of the Dealing Day.

c. Action to be taken in case of valuation or pricing errors

- Document any incorrect valuation or pricing of an asset or Unit Price;
- Compensate all affected Unitholders, including former Unitholders, for all valuation or pricing errors immediately;

- Notify the CMA immediately of any valuation errors or mispricing of 0.5% or more of the Unit Price and disclose it immediately on the website of the Fund Manager and Tadawul's website, and in the Fund's reports, which are prepared by the Fund Manager in accordance with Article (71) of the Investment Funds Regulations;
- The Fund Manager shall provide a summary of all valuation and pricing errors (if any) to the CMA in accordance with Article (72) of the Investment Funds Regulations.

d. Calculation of Unit Price for Subscription and Redemption Requests

The Unit price will be calculated using the total value of the Fund's assets mentioned in Paragraph (8-A), including the profits due, profits to be collected and the reinvested dividends of the Fund, and deducting Management Fees after deduction of all expenses and fixed obligations, and any other expenses due; and then, by dividing the result by the total number of Units that exist at that time. In exceptional or contingency cases in which the Fund Manager reasonably determines that a significant portion of the Fund's assets cannot be assessed reliably, the valuation of the Fund's assets may be delayed until such interim action is subsequently reviewed by the Fund Manager.

The Net Asset Value of the Fund is calculated as follows:

1) All expenses, fixed charges and operating expenses are calculated on a daily basis of the total assets and are deducted on the Valuation Date.
2) Management Fees are calculated and deducted from the output of the previous step and the result is the Net Asset Value of the Fund.

The two previous steps can be summarized in the following equation:

Net Asset Value of Fund = (Total Asset size - Fixed Fees and Actual Operating Expenses) - (Management Fees)

e. Publication of Unit Price

The Fund Manager will announce the Unit Price at each Dealing Day on the Fund Manager's website: www.alahlicapital.com and Tadawul website: www.Tadawul.com.sa.

9) Dealing

a. Subscription and Redemption Requests

- Subscription and Redemption Requests may be submitted on every Saudi Dealing Day and processed based on the Unit price calculated on the most recent Dealing Day provided that the request was submitted prior to the deadline for Subscription and Redemption Requests, as demonstrated in the Terms and Conditions and the Information Memorandum.
- In accordance with the Investment Funds Regulations, the Fund Manager shall execute the Subscription and Redemption Requests and pay the redemption proceeds in accordance with the Terms and Conditions of the Fund and the Information Memorandum.

b. The period between the Redemption Request and the payment of Redemption Proceeds

Redemptions proceeds shall be paid to unitholders no later than the close of business on the third Saudi Business Day following the Valuation Day at which the redemption price was set.

c. Restrictions on dealing in Units of The Fund

The Fund Manager shall comply with the provisions of the Investment Funds Regulations, the Terms and Conditions, and the Information Memorandum when executing Subscription and Redemption Requests.

d. Deferment and suspension of Redemption Requests, and applicable procedures in such cases

Deferring Redemption Request:

The Fund Manager may postpone the execution of any Redemption Request until the next Dealing Day if the total Unitholder Redemption Requests on any Dealing Day equal or exceed 10% of the Fund's Net Asset Value. Deferred Redemption Requests will be processed on pro-rata basis on the nearest Dealing Day. The Fund Manager, acting in good faith, will pay the Redemption Proceeds to the Unitholders at the earliest practicable opportunity.

The Fund Manager suspends dealing in The Fund's Units in the following cases:

- If requested by the CMA to suspend the Fund's Subscription and Redemption;
- If the Fund Manager reasonably believes that suspension is in the interest of the Unitholders;
- If dealing is suspended in the Main Market in which securities or other Assets are held by the Fund, whether in whole or in respect of Assets of the Fund that the Fund Manager reasonably considers to be material to the Fund's Net Asset Value.

Procedures to be taken by The Fund Manager in case of Suspension of Dealing in The Fund's Units

- Ensuring that suspension is continued only for a necessary and justified period, taking into account the interests of Unit holders;
- Reviewing the suspension regularly and consulting The Fund's Board and the Custodian regularly;
- Notifying the CMA and Unitholders immediately after the expiry of suspension in the same manner used in notification of the suspension and disclosing such expiry on the Fund Manager's website and the website of Tadawul.

Rejection of Subscription Requests

The Fund Manager has the right to reject any request to subscribe to the Fund if such Subscription would violate the CMA's regulations or the Anti-Money Laundering Regulations. The Fund Manager may also cease to accept Subscription applications if the increase in Subscriptions into the Fund would adversely affect the current Unitholders.

Redemption by The Fund Manager

The Fund Manager reserves the right to redeem Units sold to any Investor in whole or in part, with a notice to the Investor later if he believes that such Subscription may result in a violation of CMA laws and/or other applicable laws and/or the Terms and Conditions, without any liability to the Fund Manager.

e. Procedures of selecting Redemption Requests to be deferred

If redemptions are deferred, the Fund Manager will follow fair and unbiased procedures in selecting the Redemption Requests to be deferred in accordance with the requirements of Article 61 of the Investment Funds Regulations, "Deferring Redemptions"

f. Transfer of Units to other Investors

The transfer of Units to other Investors is governed by the CML, its implementing regulation and related regulation in the Kingdom of Saudi Arabia.

g. Investment of The Fund Manager in Fund's Units

The Fund Manager or any of its affiliates may, at their sole discretion, invest in the Fund as an Investor upon the establishment or after the launch of the Fund, and reserve the right to reduce their participation partially or fully, as they deem fit. Total Investments will be disclosed, if any, quarterly and the Fund Manager will be treated as a unitholder without bias

in accordance with Article (15) of the Investment Funds Regulations "Fund Manager's Subscriptions in Units in an Investment Fund."

h. Dates for submitting Subscription and Redemption Requests on any Dealing Day

Subscriptions Requests: All subscriptions payable in USD must be made before or at 12:00 p.m. on the Dealing Day in order to commence subscription in the Fund from the day on which the subscription was made. If the subscription is made after 12:00 p.m. on one of the Saudi Business Days, that subscription to the Fund will start as of the second Dealing Day. subscription, redemption, and transfer may be made through alternative distribution points (via telephone or internet). Subscriptions made through other payment methods, such as checks and remittances, may require additional time to settle and collect, and they will only be invested in the Fund as of the Dealing Day following the date of collection by the Fund.

Redemption Requests: Redemption may be made on any Dealing Day conditional on receipt of a written redemption notice no later than 12:00 p.m. on the Saudi Business Day prior to the target redemption day. In case redemption is made on a Non-Saudi Business Day or after 12:00 p.m., the redemption will be made on the next Dealing Day. Redemption proceeds (valued in accordance with Paragraph 6 of the Information Memorandum) will be paid within a period not exceeding three Saudi Business Days following the Dealing Day in which redemption is made, and the value of redeemed Units shall not be less than the minimum redemption value, unless redemption is made through the Regular Investment Service. If the Dealing Day falls on an official holiday in Saudi Arabia, the Redemption Requests will be accepted on the next Dealing Day. The Fund Manager reserves the right to extend subscription, redemption, and transfer times through alternative distribution points till 4:00 p.m.

i. Subscription and Redemption procedures

Subscription Procedure: When subscribing to a Fund, the client signs the Subscription Form, and the Fund's Terms. Subscriptions can also be made through alternative channels via website or phone provided by the Fund Manager, the subscription amount is then deducted from the client's account. Individual Investors must present valid personal identification such as their national identity card (for Saudis) or Iqama (for non-Saudis). Legal entities (companies and institutions) must provide a signed company letter as well as a copy of the company's commercial registration, in addition to other documents required by the Fund Manager, depending on the type of company or institution.

Redemption Procedure: The unitholder may submit a partial or full Redemption Request at any time by providing a written notice or by filling out and delivering the Redemption Form, which can be obtained from certain branches or through alternative channels (the Fund Manager's phone or website). The unitholder must present a valid national identification card or valid iqama if he wishes to redeem payment through branches. The unitholder must also determine whether he wishes to recover the value of his Units in full or in part. If the unitholder submits a partial Redemption Request and the total value of its Units falls below the required partial redemption amount, the Fund Manager has the right to refuse the redemption on the targeted day without any liability to the Fund Manager. The Investor then must file a new Redemption Request to be executed on the next Dealing Day.

Transfers between two Funds: A transfer between two Funds managed by NCB Capital Co. is a single transaction consisting of two parts: Redemption and subscription based on this, the redemption process is carried out in accordance with the above "Redemption Requests" section, and then the subscription process is done according to the "Subscription Requests" form of the other Fund. To request a switch, the Investor is required to complete a Switch

Form, and submit it to the customer service representative in the branch along with a valid identification card, or through alternative channels.

j. Minimum Ownership:

Minimum Subscription: USD 2,000
Minimum Additional Subscription: USD 1,000
Minimum Redemption: USD 2,000
Minimum Ownership of Fund Units: USD 1,000

k. The minimum amount that The Fund Manager intends to collect, and the impact on The Fund of failure to reach the minimum amount.

There is no minimum size of the Fund's assets to initiate investment.

l. Corrective actions necessary to ensure that the required (SAR 10 million) or its equivalent is met as a minimum Net Asset Value of The Fund

The Fund Manager shall follow the requirements of the Investment Funds Regulations and Circulars issued by the CMA in respect of the minimum required amount to be met from the Net Asset Value of the Fund. If in any case the Fund's Net Asset Value falls below the required SAR 10 million threshold, the Fund Manager shall:

- Notify the Fund Board;
- Continually monitor Fund's performance for six months;
- In case the six-month period is over without any correction, the Fund Manager will terminate the Fund in accordance with the termination procedure set out in Paragraph 4 Sub-Paragraph (F) of this Information Memorandum.

According to the CMA's circular issued on 21/03/1440H corresponding to 29/11/2018G, Fund Managers are exempt from this requirement until 12/31/2020G.

10) Profit Distribution Policy

The Fund does not distribute periodic profits to the Unitholders.

11) Reporting to Unitholders

a. Information Relating to Financial Reports

- The Fund Manager will prepare the interim financial reports and present the latter to the public by publishing them within (35) days from the end of the reporting period in the means specified in the Fund's Terms and Conditions and the Information Memorandum, and available on the Fund Manager's website and Tadawul's website.
- The Fund Manager will prepare the annual reports, including the audited annual reports, annual reports summary, and the initial reports in accordance with Annex 5 of the Investment Funds Regulations, and make them available to Unitholders upon request without charge. The reports will be made public within (70) days from the end of the reporting period.
- The Fund Manager will provide each Unitholder with the Net Asset Value of their Units and the record of their transactions within (15) days of each transaction carried out by the Unitholder.
- The Fund Manager will send an annual statement to the Unitholder summarizing the transactions of the Fund's Units during the Financial Year within (30) days from the end of the Financial Year. This statement includes any profit distributions and the total expenses, charges and fees deducted from the Unitholders and mentioned in the Fund's Terms and Conditions and Information Memorandum. In addition to any violations of investment

restrictions provided for in the Investment Funds Regulations or in the Fund's Terms and Conditions and the Information Memorandum.

b. Places and methods of publishing The Fund's Reports:

Annual reports of the Fund, including financial statements, are available on the Fund Manager's website: www.alahlicapital.com and Tadawul's website: www.Tadawul.com.sa. Other notices, if any, are sent to the postal address and/or e-mail and/or as a SMS and/or fax as indicated in the records of the Fund Manager.

c. Where and how annual statements are provided

The annual financial statements, including audited financial statements, shall be available along with the annual report to Unitholders and Potential Investors free of charge on the Fund Manager website: www.alahlicapital.com and Tadawul's website: www.Tadawul.com.sa.

12) Unitholders Register

The Fund Manager is responsible for preparing an updated Unitholders Register, in accordance with the requirements of the Investment Funds Regulations, kept in the Kingdom and treated with utmost confidentiality. The Unitholders Register represents conclusive proof of ownership of the Units.

13) Unitholders Meetings

a. Circumstances in which Unitholders meeting shall be convened

The Fund Manager may call for a Unitholders meeting in the following cases:

- Initiative by the Fund Manager;
- A written request from the Custodian, the Fund Manager shall call for the meeting of the Unitholders within (10) Saudi Business Days after receiving the request from the Custodian; A written request from one or more of the Unitholders who together or individually hold at least 25% of the value of the Fund's Units. The Fund Manager will call for the Unitholders' meeting within (10) Business Days after receiving the request from the Unitholders.

b. Procedures for convening a Unitholder's meeting:

The Fund Manager abides by Article (70) of the Investment Funds Regulations concerning Unitholders' meetings. The call to the Unitholders' meeting will be announced through the Fund Manager's website and Tadawul's website, and by sending a notice to all Unitholders and the Custodian at least (10) days prior to the meeting, but not exceeding (21) days prior to the meeting. The notice shall specify the date, location, time and proposed resolutions. The Unitholders meeting is valid only if attended by a number of Unitholders who together hold at least 25% of the value of the Units of the Fund. In case the 25% target is not met, the Fund Manager will call for a second meeting through an announcement on the Fund Manager's website and the Tadawul website, and by sending a written notice to all Unitholders and the Custodian at least (5) days prior to the meeting. The second meeting shall be considered valid regardless of the percentage value owned by the attendees (Unitholders).

c. Unitholder's Voting Methods and Rights

Each Unitholder may appoint an Agent to represent him at the Unitholders' meeting, and the Unitholder or his Agent may make one vote at the Unitholders' meeting for each Unit owned at the time of the meeting. The Fund Manager may also hold Unitholders' meetings, participate in its deliberations and vote on its decisions by means of modern technology. The

meeting documents and decisions resulting from the meeting may also be sent by means of modern technology.

Voting right in the Unitholders' meeting

Each Unitholder is entitled to exercise all rights associated with their Units, including obtaining their approval for any changes that requires their approval in accordance with the Investment Funds Regulations.

14) Unitholders' Rights

- Receive an updated copy of the Information Memorandum and the Terms and Conditions of the Fund in Arabic free of charge;
- Receive the Fund's reports and statements in accordance with Paragraph 11 of the Fund's Terms and Conditions and in accordance with Article (71) of the Investment Funds Regulations, "Reporting to Unitholders";
- Notification of the Unitholders of any significant changes, or notifiable changes, in the Terms and Conditions of the Fund and the Information Memorandum and receipt of a summary of these changes before they become effective, depending on their type, and the period specified in the Investment Funds Regulations;
- Unitholders have the right of consent, through an Ordinary Fund Resolution, to any Fundamental changes in the Terms and Conditions and the Information Memorandum;
- Managing the Fund's assets to the best interest of the Unitholder in accordance with the Terms and Conditions of the Fund and the Investment Funds Regulations;
- Develop the decision-making procedures to implement the administrative aspects of the Fund;
- Managing the Fund's business and the Investments of its participants with the highest degree of confidentiality at all times. This does not limit the right of the Fund's regulatory authority (CMA) to access the Fund's records for regulatory purposes. The Unitholders' information will not be shared except when necessary to open the Investor's account, execute its operations, and comply with the applicable policies with the competent regulatory authorities, or when the sharing of such information is in the interests of the Unitholder;
- Receipt of an updated version of the Fund's Terms and Conditions and the Information Memorandum annually, showing the actual fees, commissions and performance information of the Fund upon request;
- Notifying the Unitholders in writing if the Fund Manager wishes to terminate the Fund no less than (21) days from the date on which the Fund is to be terminated without violating the Terms and Conditions of the Fund;
- Payment of Redemption Proceeds within the period specified in the Terms and Conditions of the Fund and in the Investment Funds Regulations;
- Unitholders have the right to redeem their Units before any significant change occurs without imposing Redemption fees;

  Any other relevant rights imposed by the CMA regulations and instructions applicable in the Kingdom.

15) Unitholders' Liability

The Unitholders acknowledge and agree to the following:

- The Fund Manager does not make any guarantees relating to the performance or profitability of any Investment managed in the Fund, and the Fund Manager will have no legal or consequential liability for any decline in the value of the managed Investments or the Fund's assets except those resulting from gross negligence, infringement or omission.

- Except for the loss of the Unitholder's investment or part of it, the Unitholder will not be liable for the debts and obligations of the Fund.
- In the event that the Unitholders does not provide the Fund Manager with the correct postal and/or electronic mail and other contact information, including notices and statements of account relating to their Investments, the Unitholders agree to withhold the Fund Manager and exempt him from any liability and waive all their rights and any claims from the Fund Manager arising directly or indirectly from the failure to provide the Unitholder with the statement of account, notices or other information relating to the Investments or those arising from the inability of the Unitholders to respond or verify the information or correct any alleged errors in the statement of account or notice or any other information.
- If the Unitholder is subject to the laws of an authority other than the Kingdom of Saudi Arabia, they shall be subject to such laws without any obligation on the Fund or the Fund Manager.

16) Unit Characteristics

The Fund will have one class of units with equal rights and liabilities.

17) Changes to The Fund's Terms and Conditions

a. Provisions regulating the changes to the Terms and Conditions, approvals and notifications in accordance with the Investment Funds Regulations

The Fund Manager complies with the provisions of the Investment Funds Regulations regarding changes to the Terms and Conditions of public Funds. These changes are divided into three categories, which are Fundamental, significant and notifiable changes.

Fundamental Changes:

The Fund Manager shall obtain the Unitholders' approval on Fundamental Changes to the Fund through an Ordinary Fund Resolution. The Fund Manager shall, upon obtaining the approval of the Unitholders and the approval of the Sharia Board, obtain the approval of the Capital Market Authority on the Fund's proposed Fundamental changes. The Unitholders have the right to redeem their Units before any Fundamental change takes effect without imposing any fees. The term "Fundamental Change" is defined as follows:

- Significant change to the Fund's Objectives or nature;
- A change that alters the risk profile of the Fund;
- Voluntary withdrawal of the Fund Manager from his position as the Fund Manager;
- Any other case that the CMA reasonably considers Fundamental.

Significant changes:

The Fund Manager shall notify the CMA and the Unitholders in writing of any significant changes proposed to the Fund. The Unitholders have the right to redeem their Units before any significant change takes effect without the imposition of any fees. The term "Significant Changes" is defined as follow:

- Usually leads the Unitholders to reconsider their participation in the Fund;
- Results in increasing the payments out of the Fund's assets to the Fund Manager or any member of the Board or an affiliate;
- Introduces a new type of payment out of the Fund's assets;
- Materially increases other types of payment out of the Fund's assets;
- Any other case that CMA reasonably considers significant, and inform the Fund Manager with it.

Notifiable changes are:

The term "Notifiable Change" is defined as any change that does not fall within the Fundamental or Significant Changes listed above.

b. Procedures for notifying changes to The Fund's Terms and Conditions

- The Fund Manager shall send a notice to the Unitholders and disclose the details of the Fundamental Changes on its website and on Tadawul's website (10) days prior to the effective date.
- The Fund Manager shall send a notice of the Significant Changes to the Unitholders and the CMA (21) days prior to the effective date. The Fund Manager shall disclose the details of the Significant Changes on its website and on Tadawul's website in the manner determined by the CMA (10) days prior to the effective date.
- The Fund Manager shall send a notice of the Notifiable Changes to the Unitholders and the CMA (8) days prior to the effective date. The Fund Manager shall disclose the details of the Notifiable Changes on its website and on the Tadawul website or in the manner determined by the CMA (21) days from the date of the change.
- The Fund Manager will disclose all changes to the Fund's Terms and Conditions in the Fund's annual reports, which are prepared in accordance with Article (71) of the Investment Fund Regulations.

18) Termination of The Fund

Circumstances that requires Investment Fund termination:

- The Fund Manager's desire to discontinue and terminate the Fund;
- The Fund's Net Asset Value falls below the minimum limit specified in the regulations, instructions and circulars issued by the Capital Market Authority.

Procedures to terminate The Fund under Article (37) of the Investment Funds Regulations:

- If the Fund Manager wishes to terminate the public Fund, it shall notify the CMA and the Unitholders in writing of its desire to do so no less than (21) days prior to the date on which the Fund is to be terminated after obtaining the Fund Board approval, without violating the Terms and Conditions of the Fund.
- The Fund Manager will pay the Fund's outstanding liabilities from the Fund's assets and distribute the remaining amounts to the Unitholders Registered on the date of liquidation on a pro-rata basis, in proportion to their respective holdings.

The Fund Manager announces on his website and on the Tadawul website the expiry of the public Fund period and its liquidation.

19) Fund Manager

a. Fund Manager's Responsibilities

- Comply with all the laws and implementing regulations issued by the CMA and the applicable instructions in the Kingdom related to the Fund's operations, including the requirements of the Investment Funds Regulations and the Authorized Persons Regulations, which includes acting to the best interest of the Unitholders and with reasonable care;
- Manage the Fund's assets to the best interest of the Unitholders in accordance with the Terms and Conditions of the Fund and the Information Memorandum and the performance of all its functions in respect to the Register of Unitholders;
- Develop the decision-making procedures to be followed to implement the Fund's administrative aspects, offering of the Fund's Units and the Fund's operations;
- Ensure that the Terms and Conditions of the Fund and the Information Memorandum are accurate, complete, correct and not misleading;
- The Fund Manager shall be responsible for complying with the provisions of the Investment Funds Regulations, whether those requirements and duties have been performed directly by

the Fund Manager or indirectly through assigning it to a third party under the provisions of the Investment Funds Regulations and the Authorized Persons Regulations;

- The Fund Manager is liable to the Unitholders for any losses resulting from fraud, negligence, malpractice or intentional failure to meet obligations;
- The Fund Manager will prepare policies and procedures to monitor the risks affecting the Fund's Investments. Such policies and procedures will include risk assessment at least annually;
- Implement the Fund's compliance monitoring program, and provide the CMA with the results of the implementation upon request.

b. Fund Manager's right to delegate its obligations

The Fund Manager has the right to assign one or more third parties or any of its affiliates to serve as a sub-manager for the Fund. The Fund Manager shall pay the fees and expenses of any sub-manager from its own resources.

c. Provisions regulating the removal or replacement of The Fund Manager

The CMA may remove the Fund Manager in respect of any specific Investment Fund and take any action it deems appropriate to appoint an alternative Fund Manager for that Fund or to take any other measure it deems appropriate in case of any of the following cases:

- The Fund Manager ceasing to carry on management activities without notifying the CMA under the Authorized Persons Regulations;
- Cancellation of the Fund Manager's license by the CMA to carry on management activities under the Authorized Persons Regulations;
- The Fund Manager sends a request to the CMA to cancel his license of carrying out management activities;
- If the CMA believes that the Fund Manager has committed material violations and failed to comply with the law and its implementing regulations;
- The death, inability or resignation of the Fund portfolio manager who manages the Fund's assets, with no other person Registered with the Fund Manager capable of managing the Assets of the Fund or the Assets of the Funds managed by the Fund Manager;
- Any other case that the CMA considers - on reasonable grounds - to be sufficiently material.

20) Custodian

a. Roles and responsibilities of The Custodian

- The Custodian shall be responsible for his obligations in accordance with the provisions of the Investment Fund Regulations whether he performs his responsibilities directly or by assigning them to a third party under the provisions of the Investment Funds Regulations or the Authorized Persons Regulations.
- The Custodian shall be liable to the Fund Manager and the Unitholders for losses incurred by the Fund due to his fraud, negligence, deliberate misconduct or intentional default.
  Protect the Fund's assets for the benefit of the Unitholders, and he will be responsible for taking all necessary administrative actions to protect the Fund's assets.

b. Tasks entrusted to a third party by a Custodian

The Custodian has the right to appoint one or more third parties, or any of their affiliates who are authorized to conduct the securities activity of custody, as sub-Custodians. The Custodian shall pay the fees and expenses of any sub-Custodian from their own resources.

c. Provisions governing the Removal or Replacement of The Custodian.

The CMA may remove the Custodian appointed by the Fund Manager or take any actions it deems appropriate in the event of any of the following cases:

- The Custodian ceases to provide custody services without notice to the CMA in accordance with the Authorized Persons Regulations;
- The Custodians' license to practice custody activity is canceled, revoked or suspended by the CMA;
- The Custodian submits an application to the CMA to cancel its license to provide custody services;
- The Custodian is deemed by the CMA to have committed any material violation of the Capital Market Law or its implementing regulations;
- Any other case that the CMA considers - on reasonable grounds - to be sufficiently material. The Fund Manager may also remove the Custodian by written notice if it reasonably considers removing them is in the interest of the Unitholders. In such a case, the Fund Manager shall promptly notify the CMA and the Unitholders.

21) Auditor

a. The Investment Fund's auditor

KPMG Al Fozan & Partners.

b. Functions, duties and responsibilities of the auditor

It is the responsibility of the Auditor to give an opinion on the financial statements based on the audit performed in accordance with generally accepted auditing standards applicable in the Kingdom, which require the auditor to comply with ethical and professional standards and to plan and perform audit activities in order to have a reasonable degree of certainty that the financial statements have no material errors. The Auditor's responsibilities also include implementing procedures for obtaining evidence to support the amounts and notes set out in the financial statements. In addition, the Auditor evaluates the suitability of the adopted accounting policies and the reasonableness of the accounting estimates, as well as the overall presentation of the financial statements.

c. Provisions regulating the replacement of the auditor

The Fund Manager may replace the auditor in the following cases:

- The existing of significant allegations about professional misconduct of the auditor relating to the performance of his duties;
- If the auditor is no longer independent, or if his independence is affected;
- If the Fund Manager or the Fund Board determines that the appointed auditor does not have sufficient qualifications and experience to perform the function required satisfactorily, or that the replacement of the auditor will serve the interest of the Unitholder;
- Upon the request of the CMA at its sole discretion.

22) Fund's assets

- The Fund's assets are held by the Custodian on behalf of the Investment Fund.
- The Custodian must separate the Fund's assets from his own Assets and the Assets of his other clients.
- The Investment Fund's assets are owned collectively by the Unitholders. A Fund Manager, Sub-Fund Manager, Custodian, Sub-Custodian, advisor or distributor shall not have any interest in, or claim against, such Assets, unless the Fund Manager, Sub-Fund Manager, Custodian, Sub-Custodian, advisor or distributor are Unitholders - within the limits of their

ownership - or unless permitted under the provisions of the Investment Funds Regulations and disclosed in the Fund's Terms and Conditions or Information Memorandum.

23) Unitholder Declaration

I/we have read the Terms and Conditions of AlAhli Diversified US Dollar Fund, the Information Memorandum and the Key Fact Sheet, and approved the characteristics of the Units in which I/we have subscribed.

Name:

Signature:

Date