

This is the amended version of the Terms and Conditions of the "Alkhabeer Growth & Income Fund" reflecting the following changes:

Proposed Amendment	Current Version
Fund name: "Alkhabeer Growth & Income Fund" (Alkhabeer Growth & Income Fund) (An open-ended public equity investment fund) (The fund name, category, and type have been amended where applicable)	Fund name: "Alkhabeer Growth & Income Traded Fund" (Alkhabeer Growth & Income Traded Fund) (A closed-ended publicly traded equity investment fund)
The term "Valuation" (the term has been amended where applicable)	The term "Calendar"
"The standards of the Shariah Supervisory Committee at the Fund Manager" (amended where applicable)	"Shariah Committee Controls"
Fund operation date (amended where applicable)	Fund commencement date
Cover page	
<p>c) Declarations and explanatory statement:</p> <ul style="list-style-type: none"> Approval was granted by the Capital Market Authority for the offering and listing of the units of Alkhabeer Growth & Income Fund as a closed-ended traded fund on Tadawul on 06/07/1443H corresponding to 07/02/2022G, and approval was granted by the Capital Market Authority for the delisting of the fund units and changing the fund category and type to open-ended public on 03/12/1447H corresponding to 20/05/2026G. All information and provisions contained in the Terms and Conditions of the "Alkhabeer Growth & Income Fund" are subject to the Investment Funds Regulations issued by the Capital Market Authority, and contain complete, clear, accurate, and non-misleading information, and are updated and amended 	<p>c) Declarations and explanatory statement:</p> <ul style="list-style-type: none"> Approval was granted by the Capital Market Authority for the offering and listing of the units of Alkhabeer Growth & Income Fund on Tadawul on 06/07/1443H corresponding to 07/02/2022G. All information and provisions contained in the Terms and Conditions of the "Alkhabeer Growth & Income Traded Fund" are subject to the Investment Funds Regulations issued by the Capital Market Authority and the Listing Rules, and contain complete, clear, accurate, and non-misleading information, and are updated and amended.
Important notice	
Delete the statement from the notice for delisting.	The terms and conditions also contain the information submitted in compliance with the requirements for unit registration and acceptance of their listing on Tadawul in accordance with the Investment Funds Regulations and the Listing Rules.
Fund Directory	
Delete the information of (Offering Manager / Receiving Entity) from the Fund Directory for delisting where applicable.	Offering Manager / Receiving Entity
Glossary	
Delete the definition for delisting.	"Listing Rules" means the Listing Rules approved pursuant to the Capital Market Authority Board Resolution No. (3-123-2017) dated 9 Rabi' Al-Thani 1439H corresponding to 27 December 2017G, as amended pursuant to its Resolution No. (2021-22-1) dated 12 Rajab 1442H corresponding to 24 February 2021G, as amended from time to time;
Delete the definition for delisting.	"Receiving Entity / Entities" means the entities receiving subscription applications for the "Alkhabeer Growth & Income Traded Fund" as set out in the Fund Documents;
Delete the definition for delisting.	"Tadawul" means the automated stock trading system of Tadawul;
"Dealing Day" means the day on which subscription to and redemption of fund units may be made; it is the day on which submitted subscription and redemption requests are executed using the latest calculated unit price of the fund. When this day is not a business day, the dealing day shall be the next business day following that day.	Not previously mentioned.
"Valuation Day" means the day on which the valuation point occurs, at which the fund's assets are valued and accordingly used in calculating the fund's net asset value.	Not previously mentioned.
"Net Asset Value" or "the fund's Net Asset Value" means the cash value based on the total asset value of the open-ended investment fund less liabilities (including any financial obligations and fees and expenses accrued to the fund during the calculation period). The net asset value shall be determined in accordance with paragraph (10) of these Terms and Conditions;	"Net Asset Value" or "the fund's Net Asset Value" means the cash value based on the total asset value of the closed-ended traded open-ended investment fund less liabilities (including any financial obligations and fees and expenses accrued to the fund during the calculation period). The net asset value shall be determined in accordance with paragraph (10) of these Terms and Conditions;
Delete the definition to cancel the listing.	"Unit Price" means the unit price in the market as announced by Saudi Exchange (Tadawul);
<p>"Fundamental Changes" means any of the following cases:</p> <ol style="list-style-type: none"> 1) A material change in the objectives, nature, or class of the Fund; 2) A change that may have a material adverse effect on the unitholders or on their rights in relation to the Fund; 3) A change that affects the Fund's risk level; 4) The voluntary withdrawal of the Fund Manager from the position of Fund Manager; 5) Any other cases determined by the Authority from time to time and communicated to the Fund Manager. 	<p>"Fundamental Changes" means any of the following cases:</p> <ol style="list-style-type: none"> 1) A material change in the objectives, nature, or class of the Fund; 2) A change that may have a material adverse effect on the unitholders or on their rights in relation to the Fund; 3) A change that affects the Fund's risk level; 4) The voluntary withdrawal of the Fund Manager from the position of Fund Manager; 5) Any change that would normally cause unitholders to reconsider their participation in the closed-ended public fund; 6) Any change that results in increased payments from the assets of the closed-ended public fund to the manager of the closed-ended public fund or any member of the Fund's board of directors or any affiliate of either of them; 7) Any change that introduces a new type of payment to be paid from the assets of the closed-ended public fund; 8) Any change that materially increases the types of other payments to be paid from the assets of the closed-ended public fund; 9) A change in the maturity date or termination of the closed-ended public fund; 10) An increase in the total value of the assets of the closed-ended public fund through the acceptance of cash or in-kind contributions, or both; 11) Any other cases determined by the Authority from time to time and communicated to the Fund Manager.

Fund Summary																																					
Minimum subscription and redemption amount: 1000 Saudi Riyals per investor.	Minimum initial subscription amount: 1000 Saudi Riyals.																																				
Dealing Days: Sundays and Tuesdays of each week, except for official holidays in the Kingdom of Saudi Arabia. If a dealing day falls on an official holiday in the Kingdom of Saudi Arabia or in one of the markets in which the Fund invests, the dealing day shall be the next business day.	Dealing Days: During daily trading hours through licensed financial brokers.																																				
Evaluation Days: Mondays and Wednesdays of each week, except for official holidays in the Kingdom of Saudi Arabia. If an evaluation day falls on an official holiday in the Kingdom of Saudi Arabia or in one of the markets in which the Fund invests, the Fund's assets will be valued on the next business day.	Valuation Days: Daily. The Fund Manager will calculate the Fund's net asset value per unit on each business day, and the net asset value per unit will be published on the business day following the valuation date. When any of those days is not a business day, the valuation day will be the next business day.																																				
Days for announcing the Fund's net asset value per unit: The unit price is announced and published at the end of the day following the dealing day.	Days for announcing the Fund's net asset value per unit: The net asset value per unit will be announced and published on the Saudi Exchange (Tadawul) website and the Fund Manager's website.																																				
Redemption payment date: By no later than the close of business on the fifth day following the valuation day on which the redemption price was determined.	Redemption payment date: As the Fund is a closed-ended exchange-traded fund, unitholders may not redeem their units in the Fund; rather, they may trade the units at the market trading price, where the units are traded in the same manner as the shares of companies listed on (Tadawul). Unitholders may sell or buy units during daily trading hours through licensed financial brokers.																																				
Fund term: There is no specified term for the fund, as it is an open-ended public investment fund not restricted to a specific duration.	Fund term: The fund term shall be 99 years from the date the units are listed on Saudi Exchange, renewable at the discretion of the Fund Manager after obtaining the approval of the Capital Market Authority.																																				
Subscription fees Up to 1.0% of the subscription amount.	Subscription fees 2.0% of the subscription amount.																																				
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1) Investment Fund																																					
(c) Date of the Authority's approval for offering the fund units: Approval was granted by the Capital Market Authority for the offering and listing of the units of Alkhabeer Growth and Income Fund as a closed-ended traded fund on Saudi Exchange on 06/07/1443H corresponding to 07/02/2022G. Approval was also granted by the Capital Market Authority to cancel the listing of the fund's units and change the fund's category and type to an open-ended public fund on 03/12/1447H corresponding to 20/05/2026G.	(c) Date of the Authority's approval for offering the fund units: Approval was granted by the Capital Market Authority for the offering and listing of the units of Alkhabeer Growth and Income Traded Fund on Saudi Exchange on 06/07/1443H corresponding to 07/02/2022G																																				
(d) Fund term and maturity date: There is no specified term for the fund, as it is an open-ended public investment fund not restricted to a specific duration.	(d) Fund term: The fund term shall be 99 years from the date the units are listed on Saudi Exchange, renewable at the discretion of the Fund Manager after obtaining the approval of the Capital Market Authority.																																				
3) Investment Policies and Practices																																					
(d) The investment ratio in each investment field at its minimum and maximum The Fund may invest in a number of different assets that comply with the standards of the Sharia Supervisory Committee of the Fund Manager. The allocation limits for investment in these assets are as follows:	(d) The minimum and maximum investment ratio in each investment field The fund may invest in a number of different assets that comply with the Sharia Committee's controls. The allocation limits for investment in these assets are as follows:																																				
<table border="1"> <thead> <tr> <th>Type of investment</th> <th>Minimum limit</th> <th>Maximum limit*</th> </tr> </thead> <tbody> <tr> <td>Listed global and local equities</td> <td>(75%)</td> <td>100%</td> </tr> <tr> <td>Initial public offerings and capital increases for shares of listed companies</td> <td>(0%)</td> <td>25%</td> </tr> <tr> <td>Private equity funds, unlisted companies, and companies approaching an initial public offering through participation in private placements</td> <td>(0%)</td> <td>10%</td> </tr> <tr> <td>Public equity funds, exchange-traded funds, and money market funds</td> <td>(0%)</td> <td>25%</td> </tr> <tr> <td>Cash liquidity and Murabaha transactions</td> <td>(0%)</td> <td>25% **</td> </tr> </tbody> </table>	Type of investment	Minimum limit	Maximum limit*	Listed global and local equities	(75%)	100%	Initial public offerings and capital increases for shares of listed companies	(0%)	25%	Private equity funds, unlisted companies, and companies approaching an initial public offering through participation in private placements	(0%)	10%	Public equity funds, exchange-traded funds, and money market funds	(0%)	25%	Cash liquidity and Murabaha transactions	(0%)	25% **	<table border="1"> <thead> <tr> <th>Type of investment</th> <th>Minimum limit</th> <th>Maximum limit*</th> </tr> </thead> <tbody> <tr> <td>Listed global and local equities</td> <td>(75%)</td> <td>100%</td> </tr> <tr> <td>Initial public offering and capital increase of shares of listed companies</td> <td>(0%)</td> <td>25%</td> </tr> <tr> <td>Unlisted companies and those planning an initial public offering through participation in private offerings</td> <td>(0%)</td> <td>25%</td> </tr> <tr> <td>Public and private equity funds, exchange-traded funds, and money market funds</td> <td>(0%)</td> <td>25%</td> </tr> <tr> <td>Cash liquidity and Murabaha transactions</td> <td>(0%)</td> <td>25% **</td> </tr> </tbody> </table>	Type of investment	Minimum limit	Maximum limit*	Listed global and local equities	(75%)	100%	Initial public offering and capital increase of shares of listed companies	(0%)	25%	Unlisted companies and those planning an initial public offering through participation in private offerings	(0%)	25%	Public and private equity funds, exchange-traded funds, and money market funds	(0%)	25%	Cash liquidity and Murabaha transactions	(0%)	25% **
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(e) Statement of the credit rating of the Fund's investments The Fund invests in direct Murabaha transactions entered into with a party regulated by the Saudi Central Bank or by a regulatory authority equivalent to the Saudi Central Bank outside the Kingdom of Saudi Arabia. These counterparties must have a credit rating as determined by one of the three international credit rating agencies, rated at a minimum as follows: <ul style="list-style-type: none"> Standard & Poor's (BBB-) Moody's (Baa3) Fitch (BBB-) 	Not previously mentioned.																																				
(f) Statement of the maximum percentage of unrated investments and any other restrictions related to the credit rating The Fund will not invest its assets with unrated entities by one of the three international credit rating agencies (Standard & Poor's – Moody's – Fitch), or parties not regulated by the Saudi Central Bank or by a regulatory authority equivalent to the Saudi Central Bank outside the Kingdom of Saudi Arabia.	Not previously mentioned.																																				

<p>(h) Disclosure of whether the Fund Manager intends to invest in the Fund's units</p> <p>The Fund Manager may invest in the Fund from time to time during the term of the Fund, provided that the Fund Manager discloses any investment in the Fund at the end of each fiscal year in the financial disclosure summary. The Fund Manager will disclose details of its investments in the Fund's units at the end of each quarter on its website, the market's website, or any other website available to the public in accordance with the controls determined by the Authority (where applicable), as well as in the reports prepared by the Fund Manager in accordance with the Investment Funds Regulations and any amendments made thereto from time to time.</p>	<p>(h) Disclosure of whether the Fund Manager intends to invest in the Fund's units</p> <p>The Fund Manager may invest in the Fund from time to time during the term of the Fund, provided that the Fund Manager discloses any investment in the Fund at the end of each fiscal year in the financial disclosure summary. The Fund Manager will disclose details of its investments in the Fund's units at the end of each quarter on its website, the market's website, or any other website available to the public in accordance with the controls determined by the Authority (where applicable), as well as in the reports prepared by the Fund Manager in accordance with Article (76) of the Investment Funds Regulations.</p>
<p>(k) Other restrictions on the types of securities or other assets in which the Fund may invest</p> <p>The Fund Manager shall, in managing the Fund, comply with the resolutions of the Fund's Board of Directors in a manner that does not conflict with the restrictions and limits imposed by the relevant laws and regulations issued by the Capital Market Authority, the Fund's Terms and Conditions, and the standards of the Sharia Supervisory Committee of the Fund Manager.</p>	<p>(k) Other restrictions on the types of securities or other assets in which the Fund may invest</p> <p>The Fund Manager shall comply with the restrictions applicable to the Fund set out in the Investment Funds Regulations, the Fund's Terms and Conditions, the controls of the Fund's Sharia Committee, and the resolutions of the Fund's Board of Directors, including but not limited to:</p> <ul style="list-style-type: none"> • The Fund may invest its monies and assets in private funds, provided that this does not exceed 25% of the Fund's net asset value. • The Fund may invest more than 10% of its net asset value in illiquid assets, provided that no more than 25% of the Fund's net asset value is invested in a single illiquid asset. • The Fund's borrowing in the main market may not exceed 30% of its net asset value. • No more than 25% of the net asset value of the public fund may be invested in units of another investment fund or in units of different investment funds issued by the same financial institution. • The Fund will not acquire an ownership interest exceeding 10% in a single unlisted company for the benefit of the Fund. • No more than 10% of the securities issued by any single issuer may be owned for the benefit of the Fund. • No more than 20% of the net asset value of the fund whose units have been acquired may be owned. • No more than 20% of the Fund's net asset value may be invested in all classes of securities of a single issuer. • No more than 10% of the net asset value of the public fund may be invested in any class of securities issued by a single issuer. In all cases, no more than 20% of the Fund's net asset value may be invested in all classes of securities of a single issuer. The following investments are excluded from this paragraph: <ol style="list-style-type: none"> 1. Investing more than 10% of the net asset value of the public fund in shares of a single issuer listed on the market or on any other organized financial market, provided that it does not exceed the ratio of the market value of the issue to the total market value of all shares listed on the relevant market, for a public fund whose objective is to invest in shares listed on the market or on any other organized financial market, provided that such investment does not exceed 20% of the Fund's net asset value. 2. Investing more than 10% of the net asset value of the public fund in shares listed on the market or on any other organized financial market of a single issuer belonging to a field or sector in which the public fund aims to invest, provided that this does not exceed the ratio of the market value of the issue to the total market value of that specific field or sector, for a public fund whose terms and conditions stipulate that its investment objective is limited to a specific field or sector of shares listed, provided that such investment does not exceed 20% of the Fund's net asset value. • Except for investment in investment funds, the aggregate of the Fund's investments in different entities belonging to the same group may not exceed 25% of the net asset value of the public fund, including all investments in securities issued by them, money market transactions entered into with them, and bank deposits held with them. • The Fund's portfolio may not include any security in respect of which any amount due is required to be paid, unless such payment can be fully covered by cash or securities that can be converted into cash from the Fund's portfolio within five (5) business days. • The Fund Manager shall comply with Article (59) of the Investment Funds Regulations regarding procedures for breaches of investment restrictions: <ol style="list-style-type: none"> a. If any of the investment restrictions stipulated in these Regulations or in the Fund's terms and conditions is breached due to an action taken by the Fund Manager or the sub-fund manager, the Fund Manager must notify the Authority thereof in writing immediately and take the necessary corrective actions within five (5) days from the date of the breach, and the Authority may, at its sole discretion, change that period. b. If any of the investment restrictions stipulated in these Regulations or in the Fund's terms and conditions is breached due to a change in circumstances beyond the control of the Fund Manager or the sub-fund manager, and the breach is remedied within five (5) days from the date of the breach, the Fund Manager must immediately notify the Compliance Officer and/or the Compliance Committee thereof, indicating the corrective plan and confirming that the breach will be remedied as soon as possible. c. The Fund Manager must notify its Compliance Officer and/or Compliance Committee and the Fund's Board of Directors of all breaches of the investment restrictions referred to in paragraph (a) of this Article immediately upon their occurrence. <p>The Compliance Officer and/or the Compliance Committee must maintain a permanent record of all</p>

	breaches of the investment restrictions referred to in paragraphs (a) and (b) of this Article, and document the action taken and the time period required to remedy them.
<p>(M) The Fund's powers to obtain financing, the Fund Manager's policy regarding the exercise of financing powers, and a statement of its policy regarding the pledging of the Fund's assets</p> <p>The Fund Manager may obtain facilities or margin financing, and margin transactions shall be executed for the benefit of the Fund through the broker, provided that such facilities or financing are compliant with the standards of the Sharia Supervisory Committee of the Fund Manager and do not exceed 15% of the Fund's net asset value. The financing periods depend on the nature of the assets purchased through such facilities or margin financing.</p> <p>The Fund's assets may be pledged and/or ownership of the Fund's assets, or part thereof, may be transferred as collateral in the name of an affiliate of the financial institution that provided financing to the Fund (in a manner that does not conflict with the circulars of the regulatory authorities).</p> <p>An exception to this is obtaining financing for the purpose of covering redemption requests.</p> <p>The amount of financing depends on (A) the financing terms; (B) prevailing market conditions. The terms of any financing facilities shall be based on a non-recourse basis to the unit holders.</p>	<p>(M) The Fund's powers to obtain financing, the Fund Manager's policy regarding the exercise of financing powers, and a statement of its policy regarding the pledging of the Fund's assets</p> <p>The Fund Manager may obtain facilities or margin financing, and margin transactions shall be executed for the benefit of the Fund through the broker, provided that such facilities or financing are compliant with the controls of the Sharia Board and do not exceed 30% of the Fund's net asset value. The financing periods depend on the nature of the assets purchased through such facilities or margin financing.</p> <p>The Fund's assets may be pledged and/or ownership of the Fund's assets, or part thereof, may be transferred as collateral in the name of an affiliate of the financial institution that provided financing to the Fund (in a manner that does not conflict with the circulars of the regulatory authorities).</p> <p>The amount of financing depends on (A) the financing terms; (B) prevailing market conditions. The terms of any financing facilities shall be based on a non-recourse basis to the unit holders.</p>
<p>(I) Mentioning the benchmark index, the reasons for its selection, and the extent of its suitability for the Fund's investment strategies and objectives, in addition to information about the index provider and the bases and methodology used to calculate the index (total return or price return)</p> <p>The benchmark index, designed by Ideal Ratings, has been specifically structured to align with the Fund's investment objectives and strategy, and provides diversified exposure to global and local equities that comply with the standards of the Sharia Supervisory Committee of the Fund Manager across countries, sectors, and market capitalization segments of the target companies.</p> <p>The benchmark index has also been constructed using a price return methodology.</p>	<p>(I) The benchmark index, information about the index provider, and the bases and methodology used to calculate the index</p>
4) Main risks of investing in the Fund	
<p>The Fund is considered high risk, and the Fund Manager cannot confirm that any increase will occur in the value of the Fund's investments.</p> <p>(A) The net asset value per unit is likely to be subject to high fluctuations due to the composition of its investments, and accordingly, unit holders must be prepared to bear the risk of losing the capital invested in the Fund, in whole or in part, and that there are no guarantees of achieving returns from this investment.</p>	<p>The Fund is considered high risk, and the Fund Manager cannot confirm that any increase will occur in the value of the Fund's investments.</p> <p>(A) It is likely that the traded unit price will be subject to performance fluctuations, given that it is an exchange-traded fund, which would make the degree of investment risk in the Fund high.</p>
<p>Liquidity risks:</p> <p>The fund may face difficulty in exiting or disposing of the fund assets invested in at any price that the Fund Manager considers a fair price, or exiting the fund assets at the times planned by the Fund Manager, which may lead to the inability of the fund and its manager to achieve any return from the assets invested in, which in turn negatively affects the performance of the fund.</p>	<p>Market liquidity risk:</p> <p>Due to the nature of the exchange-traded fund, an application will be submitted to obtain the approval of Saudi Exchange for listing the Fund Units on Saudi Exchange. Approval of the application or listing of the fund on the capital market and trading of its units should not be construed as a guarantee of the existence of a liquid market for trading the units, or that a liquid market will arise, or that if a market for trading the units arises, that market will continue indefinitely after approval of the listing and trading application. If a liquid trading market does not arise or continue, the liquidity of the units and their trading prices may be adversely affected. In addition, if the market or market liquidity does not arise, relatively small trades or programmed trades in the units may have a significant adverse effect on the market price of the units, while it may be difficult to execute trades or programmed trades involving a large number of units at a stable price. A limited number of units and/or unitholders may mean that there is limited liquidity for those units, which may adversely affect: (1) an investor's ability to exit part or all of its investment; and/or (2) that investor's execution price for such exit transaction; and/or (3) the trading price of those units in the secondary market. In addition, a large proportion of the units may be issued to a limited number of investors, taking into account the public ownership requirement for the Fund Units, which adversely affects the establishment of an active and liquid market for the units.</p>
<p>Risks of changes in the value of the fund units:</p> <p>The announced net asset value per unit may not reflect the fair value of the fund's investments. Financial markets may from time to time experience severe fluctuations in prices and trading volumes, and this, together with economic and political conditions and other circumstances, may materially adversely affect the announced net asset value per unit. Since the fund invests in high-risk assets, unit prices may be affected by a large number of factors, many of which are beyond the fund's control; some are specifically related to the fund and its operations, and some may affect investments as a whole or equity markets in general. In consideration of these possibilities, the level of investment risk in the fund has been increased to high.</p>	<p>Risks of changes in the value of the fund units:</p> <p>The trading price of the units in the market may not reflect the fair value of the fund's investments. Financial markets may from time to time experience severe fluctuations in prices and trading volumes, and this, together with economic and political conditions and other circumstances, may materially adversely affect the market trading price of the units. Since the fund is listed and traded on the capital market, the quoted prices of the units may be affected by a large number of factors, many of which are beyond the fund's control; some are specifically related to the fund and its operations, and some may affect investments as a whole or equity markets in general. In consideration of these possibilities, the level of investment risk in the fund has been increased to high.</p>
<p>Regulatory risks:</p> <p>Although the Fund Manager must ensure the Fund's compliance with the relevant laws and regulations, the Fund may be exposed to risks due to changes in the applicable regulatory rules or any governmental actions related to the Fund's investments, which may adversely affect the Fund's performance.</p>	<p>Regulatory risks:</p> <p>Although the Fund Manager is required to ensure the fund's compliance with the relevant laws and regulations, the fund may lose one of the conditions that qualify it to be a listed closed-ended investment fund, which results in adverse effects on the trading liquidity of the Fund Units, thereby negatively affecting the value of the investment therein. In addition, subsequent changes may be made (including a change in interpretation) to the conditions for qualifying the fund to be a listed closed-ended investment fund. Potential investors should note that there is no guarantee that the fund, after being selected to be a listed closed-ended investment fund, will remain a listed closed-ended investment fund (whether due to failure to satisfy regulatory requirements or otherwise). If the fund fails to satisfy any of the regulatory requirements necessary to maintain its status, the Capital Market Authority may suspend trading of the units or cancel the fund's listing. Inability to list the fund on Saudi</p>

					Exchange may lead to adverse consequences for the marketability, liquidity, and value of the units.																												
9) Consideration for services, commissions, and fees																																	
(A) A statement of the details of all payments from the Fund's assets and the method of calculating them:																																	
Subscription fee Up to 1.0% of the subscription amount.					Subscription fee The Fund Manager is entitled to receive a subscription fee (the "Subscription Fee") at a fixed rate of 2.0% of the cash subscription amounts. It is paid once upon subscription.																												
Redemption fee: None.					Not previously mentioned.																												
Deletion of the fees for cancellation of listing.					Saudi Exchange registration fees: The Fund shall pay the following fees for registration with the Saudi Exchange: 1. 50,000 Saudi Riyals plus 2 Saudi Riyals for each unitholder, up to a maximum of 500,000 Saudi Riyals, payable to the Securities Depository Center Company (Edaa) for creating a register of unitholders; one time. 2. 400,000 Saudi Riyals payable annually to the Securities Depository Center Company (Edaa) for maintaining a register of unitholders. These fees change from time to time depending on the Fund's capital value, and are paid annually.																												
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(B) The following table sets out all fees and expenses, including how consideration for services, commissions, and fees is calculated, and when they are paid by the Fund:																																	
<table border="1"> <thead> <tr> <th>Type of fees and charges</th> <th>Applicable rate / amount</th> <th>Basis of calculation</th> <th>Calculation timing</th> <th>Payment basis</th> </tr> </thead> <tbody> <tr> <td>Subscription fee</td> <td>Subscription fee</td> <td>Calculated once on the cash subscription amounts</td> <td>Upon subscription</td> <td>Paid once by the investor upon subscription (subscription in the initial offering)</td> </tr> </tbody> </table>					Type of fees and charges	Applicable rate / amount	Basis of calculation	Calculation timing	Payment basis	Subscription fee	Subscription fee	Calculated once on the cash subscription amounts	Upon subscription	Paid once by the investor upon subscription (subscription in the initial offering)	<table border="1"> <thead> <tr> <th>Type of fees and charges</th> <th>Applicable rate / amount</th> <th>Basis of calculation</th> <th>Calculation timing</th> <th>Payment basis</th> </tr> </thead> <tbody> <tr> <td>Subscription fee</td> <td>2.0% of the subscription amount</td> <td>Calculated once on the cash subscription amounts</td> <td>Upon subscription</td> <td>Paid once by the investor upon subscription (subscription in the initial offering)</td> </tr> </tbody> </table>					Type of fees and charges	Applicable rate / amount	Basis of calculation	Calculation timing	Payment basis	Subscription fee	2.0% of the subscription amount	Calculated once on the cash subscription amounts	Upon subscription	Paid once by the investor upon subscription (subscription in the initial offering)				
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Deletion fees for delisting.					<table border="1"> <thead> <tr> <th>Type of fees and charges</th> <th>Imposed percentage / amount</th> <th>Basis of calculation</th> <th>Time of calculation</th> <th>Basis of payment</th> </tr> </thead> <tbody> <tr> <td>Saudi Exchange registration fees</td> <td>The Fund pays the following fees for registration with Saudi Exchange 1. SAR 50,000 in addition to SAR 2 for each unitholder, up to a maximum of SAR 500,000; and 2. SAR 400,000 payable annually, and these fees change from time to time depending on the Fund's capital value.</td> <td>1. One-time fixed amount 2. Fixed amount deducted annually</td> <td>1. Before listing and trading the Fund's units 2. Lump sum amount based on the Fund's capital</td> <td>1. Before listing and trading the Fund's units 2. Paid annually</td> </tr> <tr> <td>Saudi Exchange listing fees</td> <td>1. The Fund pays the following listing fees: 2. SAR 50,000 initial listing fee; and 3. 0.03% of the Fund's market value annually (minimum of SAR 50,000 and maximum of SAR 300,000)</td> <td>1. A one-time lump sum paid upon listing the Fund on Saudi Exchange. 2. Amount based on the Fund's market value.</td> <td>1. Before listing and trading the Fund's units 2. Calculated based on the Fund's market value</td> <td>1. Before listing and trading the Fund's units 2. Paid annually</td> </tr> </tbody> </table>					Type of fees and charges	Imposed percentage / amount	Basis of calculation	Time of calculation	Basis of payment	Saudi Exchange registration fees	The Fund pays the following fees for registration with Saudi Exchange 1. SAR 50,000 in addition to SAR 2 for each unitholder, up to a maximum of SAR 500,000; and 2. SAR 400,000 payable annually, and these fees change from time to time depending on the Fund's capital value.	1. One-time fixed amount 2. Fixed amount deducted annually	1. Before listing and trading the Fund's units 2. Lump sum amount based on the Fund's capital	1. Before listing and trading the Fund's units 2. Paid annually	Saudi Exchange listing fees	1. The Fund pays the following listing fees: 2. SAR 50,000 initial listing fee; and 3. 0.03% of the Fund's market value annually (minimum of SAR 50,000 and maximum of SAR 300,000)	1. A one-time lump sum paid upon listing the Fund on Saudi Exchange. 2. Amount based on the Fund's market value.	1. Before listing and trading the Fund's units 2. Calculated based on the Fund's market value	1. Before listing and trading the Fund's units 2. Paid annually									
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<p>amounting to 0.5% or more of the unit price and immediately disclose this on its website, the market's website, and in the fund reports prepared by the Fund Manager in accordance with the Investment Funds Regulations and any amendments thereto from time to time.</p> <ul style="list-style-type: none"> The Fund Manager must provide in its reports to the Authority required under the Investment Funds Regulations and any amendments thereto from time to time, a summary of all valuation and pricing errors. 	<p>amounting to 0.5% or more of the unit price and immediately disclose this on its website, the market's website, and in the fund reports prepared by the Fund Manager in accordance with Article (76) of the Investment Funds Regulations.</p> <ul style="list-style-type: none"> The Fund Manager must provide in its reports to the Authority required under Article (77) of the Investment Funds Regulations a summary of all valuation and pricing errors.
<p>(D) Method of calculating the unit price for the purpose of executing subscription and redemption requests:</p> <p>The operator will determine the net asset value per unit as of each valuation day, and it will be calculated to the nearest four decimal places using the following equation: total fund assets minus total fund liabilities, divided by the total number of units issued.</p>	<p>(D) Method of calculating the unit price for the purpose of executing subscription and redemption requests:</p> <p>The par value of a fund unit is 10 Saudi Riyals. The price of the traded unit is determined by the market based on the levels of supply and demand for the unit.</p>
<p>(e) The place and time of publication of the unit price, and its frequency:</p> <p>The net asset value of the Fund per unit is announced by the end of the day following the dealing day through the Fund Manager's website www.alkhabeer.com and the Saudi Exchange website www.saudiexchange.sa.</p>	<p>(E) Place and time of publishing the unit price, and its frequency:</p> <p>The net asset value of the fund per unit is announced daily on the business day in the Kingdom following the valuation day through the Fund Manager's website www.alkhabeer.com and the Saudi Exchange website www.saudiexchange.sa</p>
11) Transactions	
<p>The allocation mechanism for the Fund's initial offering (before delisting)</p>	<p>Allocation mechanism</p>
<p>(b) The specified date and deadlines for submitting subscription and redemption applications in the Fund, and the responsibilities of the Fund Manager regarding subscription and redemption applications:</p> <p>The deadline for submitting subscription and redemption applications for a particular dealing day is before 12 p.m. on the business day preceding the relevant valuation day, provided that the subscription and/or redemption application is submitted complete. If a subscription or redemption application is received after 12 p.m. on that day, it will be treated as an application on the following dealing day.</p> <p>The responsibilities of the Fund Manager regarding subscription and redemption applications:</p> <ul style="list-style-type: none"> Subscription and/or redemption applications are received on each dealing day of every week and are executed on dealing days before 12 p.m. to be valued on the valuation day. As for applications received after 12 p.m., they will be executed on the next valuation day following the dealing day. The Fund Operator shall process subscription and/or redemption applications at the price calculated at the next valuation point after the deadline for submitting subscription and/or redemption applications. Units in the Fund are issued or redeemed on the business day following the dealing date. They are reflected in the unitholders' register after the dealing date. The Fund Operator will execute subscription and/or redemption applications in a manner that does not conflict with any provisions contained in the Investment Funds Regulations or the Fund's terms and conditions. The redemption proceeds shall be paid no later than before the close of the fifth business day following the valuation point at which the redemption price was determined. 	<p>(b) The specified date and deadlines for submitting subscription applications to the Fund:</p> <p>Subscription applications may be submitted at any time during the initial offering period until the closing date. The units will be offered in accordance with the Investment Funds Regulations during the initial offering period extending for (15) business days, commencing on 10/08/1443H corresponding to 13/03/2022G and ending on 28/08/1443H corresponding to 31/03/2022G (the "Closing Date"). If the Fund is unable to raise SAR 300 million (the "Target Minimum Fund Capital"), the Fund Manager may, at its discretion, extend the offering period for (10) business days, or the offering will be cancelled and all subscription amounts and any other returns (if any) will be returned to investors in Saudi Riyals without any deduction within five (5) business days from the date of cancellation of the offering.</p> <p>The Fund Manager also reserves the right to reject the subscription application of any subscriber to the Fund if such subscription would result in a breach of the Fund's terms and conditions or the laws or implementing regulations that may be imposed from time to time by the Capital Market Authority or other regulatory authorities in the Kingdom of Saudi Arabia.</p> <p>The offering shall be cancelled and all subscription amounts shall be returned to investors, along with any returns resulting from their investment, without deduction, in the following cases (unless the Capital Market Authority decides otherwise):</p> <ol style="list-style-type: none"> Failure to achieve the target minimum fund capital of SAR 300 million, or If the number of public unitholders is less than 200, or If the percentage of public unitholders is less than 30%. <p>In the event the initial offering is cancelled, all subscription amounts and any returns resulting from their investment that were previously received shall be returned to the investor within five (5) business days from the end date of the initial offering period (without any deduction).</p>
<p>(c) Subscription and redemption procedures, including the place for submitting applications and the period between the redemption request and payment of redemption proceeds or transfer of ownership:</p> <ul style="list-style-type: none"> Procedures for submitting applications for subscription to units To subscribe to the Fund, investors wishing to subscribe to the Fund must open an investment account with the Fund Manager through which the subscription process will be carried out. Each potential investor must: (a) submit the subscription form after completing and signing it, and the Terms and Conditions after signing them and delivering them by hand or through the website, and any other documents required under the subscription form, to the Fund Manager; and (b) pay the full subscription amount for the units applied for through the subscriber's investment account, free of any deductions, expenses, banking fees, bank transfer charges, and currency exchange charges (which shall be the responsibility of the investor). If the above steps are not completed, or if the information provided is incorrect, the Fund Manager may reject the subscription application. Minimum redemption amount 1000 Saudi Riyals for each investor. General conditions for subscribing to the Fund <ol style="list-style-type: none"> Approval and signing of the Fund's Terms and Conditions. Availability of an active investment account for the subscriber with the Fund Manager. Availability of an IBAN bank account number registered in the subscriber's name. Subscription steps <ol style="list-style-type: none"> Opening an investment account with Alkhabeer Capital: Either in paper form through the Fund Manager's offices or electronically through the Fund Manager's website, Alkhabeer Capital (www.alkhabeer.com). Reviewing the Terms and Conditions: Those wishing to subscribe may obtain a copy of the Terms and Conditions by visiting the Fund Manager's website - Alkhabeer Capital (www.alkhabeer.com), or through the Saudi Exchange website (www.saudiexchange.sa), or through the Saudi Capital Market Authority website www.cma.org.sa. Anyone wishing to 	<p>(c) Subscription and redemption procedures, including the place of submitting applications and the period between the redemption request and payment of redemption proceeds or transfer of ownership:</p> <ul style="list-style-type: none"> Procedures for submitting applications for subscription to units To subscribe to the offering, investors must subscribe to the units and complete the subscription form. The subscription form will be available on the Fund Manager's website www.alkhabeer.com, or the Offering Manager's website, or the receiving entities, or the Saudi Exchange website www.saudiexchange.sa. Each prospective investor must: (a) submit the completed and signed subscription form, the signed terms and conditions, and any other documents required under the subscription form to the Fund Manager or through the receiving entities, and (b) pay the full subscription amount for the units applied for to the Fund's account with the receiving entities, free of any deductions, expenses, bank charges, bank transfer fees, and currency exchange fees (which shall be borne by the investor). If the above steps are not completed before the end of the initial offering period, or if the information provided is incorrect, the Fund Manager or the receiving entities may reject the subscription application. By submitting the completed and signed subscription form, each investor shall be deemed to have made a binding and irrevocable offer to subscribe for the number of units stated in the subscription form, and shall also be deemed to have agreed to the terms and conditions. All subscription applications shall be subject to the Fund Manager's approval in accordance with the terms and conditions. Minimum redemption Not applicable, as the Fund is a closed-ended listed fund and unitholders are not entitled to redeem their units in the Fund. Rather, they may trade the units at the market trading price of the units, as the units are traded in the same manner as shares of companies listed on the Saudi Exchange, and unitholders may sell or buy units during daily trading hours through licensed financial brokers. Subscription steps <ol style="list-style-type: none"> Reviewing the terms and conditions: Those wishing to subscribe may obtain a copy of the terms and conditions by visiting the website of the receiving entities for subscription applications, or

subscribe to the Fund must review, sign, and retain the Fund's Terms and Conditions, and shall acknowledge electronically that they have reviewed and understood them.

3. Bank transfer: The full subscription amount intended to be subscribed, with a minimum of SAR 1,000 in addition to the subscription fees and the value-added tax due on the subscription fees, and with no maximum limit for initial or additional subscription, provided this does not conflict with public ownership percentage restrictions, shall be transferred to the subscriber's investment account.
4. Completing the subscription application form: The subscriber shall complete the subscription form fully and correctly, either in paper form or electronically. The investor shall then submit or send all required documents set out below, either in paper form or electronically. The investor will not be able to amend the information contained in the subscription application form after submitting or delivering it. The subscription may be canceled and a new application submitted, whereas the subscription may not be canceled after it has been approved and confirmed except with the approval of the Fund Manager. In all cases, investors of all categories must ensure the submission and completion of the subscription requirements and documents, whether in paper form or through the website.
5. Confirmation of receipt of subscription: The Fund Manager will send confirmation of receipt of the subscription request in the Fund to the client via email and/or by text message to the mobile number registered with it.
6. Acceptance of the subscription request: The subscription request will be reviewed, and if the request does not meet all requirements or if there are any comments, the client will be notified via email or by text message to the registered mobile number through the electronic subscription feature to complete the requirements within one business day of notifying the subscriber. If the application is complete, the investor will be notified of the acceptance of the subscription request.

• **General conditions for subscribing to the Fund**

1. Approval and signing of the Fund's Terms and Conditions.
2. Availability of an active investment account for the subscriber with the Fund Manager.
3. Availability of an IBAN bank account number registered in the subscriber's name.

• **Requirements and documents required by investor category**

- Opening an investment account with the Fund Manager through which subscription and/or redemption transactions are executed, whereby the process of opening the investment account for all investor categories includes all know-your-customer procedures and anti-money laundering and counter-terrorist financing procedures, in compliance with the relevant laws and regulations issued by the Capital Market Authority and any amendments made thereto from time to time.
- Documents required from all investors:
 - A duly completed and approved investment account opening agreement, in paper form or electronically, including all regulatory procedures issued by the Capital Market Authority.
 - A signed copy of the Terms and Conditions (in paper form or acknowledgment of having reviewed them electronically).
 - A signed and fully completed subscription application form (in paper form or electronically).
- Requirements and documents required for individuals:
Completing the application form for subscription to the Fund units, and reviewing and approving the Fund's Terms and Conditions

through the Fund Manager's website - Alkhabeer Capital (www.alkhabeer.com), or through the Saudi Exchange website (www.saudiexchange.sa), or through the website of the Saudi Capital Market Authority www.cma.org.sa. Anyone wishing to subscribe to the Fund's initial offering must review and sign the Fund's terms and conditions, retain them, and electronically acknowledge having reviewed and understood them.

2. Bank transfer: The full subscription amount intended to be subscribed for shall be transferred, with a minimum of 1,000 Saudi Riyals and no maximum subscription limit during the initial offering period, provided this does not conflict with public ownership percentage restrictions, to the account specified by the receiving entities for subscription applications.
3. For example, if the investor wishes to subscribe in the amount of 10,000 Saudi Riyals, the investor must transfer an amount of 10,000 Saudi Riyals as the subscription value in addition to the subscription fee and the value-added tax due on the subscription fee, and the subscriber shall attach the bank transfer receipt when submitting the subscription application.
4. Completing the subscription application form: The subscriber shall complete the subscription form fully and accurately, either in paper form or electronically. The investor shall then submit or send all required documents set out below, either in paper form or electronically. No subscription application or bank transfer will be accepted after the end of the last business day of the subscription period. The investor will not be able to amend the information contained in the subscription application form after sending or submitting it. The subscription may be canceled and a new application submitted, while the subscription may not be canceled after it has been approved and confirmed. In all cases, investors of all categories must ensure the submission and completion of the subscription requirements and documents or upload them عبر the website.
5. Confirmation of receipt of subscription: The receiving entity for subscription applications will send the client a confirmation of receipt of the subscription application in the Fund via email and/or by text message to the mobile number registered with it.
6. Acceptance of the subscription application: The subscription application will be reviewed, and if the subscription application does not meet all requirements or if there are any remarks, the client will be notified by email or by text message to the registered mobile number through the electronic subscription feature to complete the requirements within one business day from notifying the subscriber. If the application is complete, the investor will be notified of the acceptance of the subscription application.
7. Allocation notice: After the closing date of the initial offering and the allocation of units to investors in accordance with the allocation mechanism and period, the Capital Market Authority will be notified and the final offering results and unit allocation will be announced through the Fund Manager's website.
8. Refund of excess amounts and listing: After the announcement of the final allocation of units, the excess amounts will be refunded to subscribers within the period specified in the Terms and Conditions without any deduction, after deducting the value of the allocated units, provided that the allocated units will be listed in the subscribers' investment portfolios with the licensed brokerage firm through Saudi Exchange.

• **General conditions for subscribing to the Fund**

1. Review the Fund's Terms and Conditions.
2. Availability of an active investment portfolio for the subscriber.
3. Availability of a bank account IBAN registered in the subscriber's name, from which the subscriber shall transfer the subscription amount, and the excess amount will be refunded thereto after allocation.

• **Requirements and documents required by investor category**

– **Documents required from all investors:**

- A copy of the bank transfer issued from a bank account in the investor's name, showing the subscription amount, in the event the subscription application is submitted electronically.
- A signed copy of the Terms and Conditions (in paper form or acknowledgment of review thereof electronically or by telephone through a recorded call).
- A completed and signed subscription application form (in paper form, electronically, or by telephone through a recorded call).

– **Requirements and documents required for individuals:**

- A copy of the national ID for Saudis or citizens of the GCC countries, or a copy of a valid resident ID for residents.
- It is sufficient to complete one subscription application form for each primary investor subscribing for himself and for his family members listed in the family register if the family members will subscribe for the same number of units applied for by the primary investor, and the following shall result therefrom:
 1. All units allocated to the primary investor and dependent investors shall be registered in the name of the primary investor.
 2. Excess amounts for additional unallocated units shall be refunded to the primary investor, whether paid by him for himself or for dependent investors.
 3. The primary investor shall receive the full distributed profits of the units allocated to the primary investor and the dependent investors (in the event the units are not sold or their ownership is not transferred).

	<p>— Requirements and documents required for minor individuals:</p> <p>Attach the following documents:</p> <ul style="list-style-type: none"> • A copy of the national ID for Saudis or citizens of the GCC countries, or a copy of a valid resident ID for resident minors aged from 15 Hijri years to 18 Hijri years, or the family book for those under 15 Hijri years. • A copy of a resident ID for resident minors under 18 Hijri years of age. • A copy of the national ID for Saudis or citizens of the GCC countries, or a copy of a valid resident ID for residents, for the guardian, valid and in force. • If the guardian is not the minor's father, a guardianship deed must be attached. • A separate bank transfer must be executed for each minor individual from the guardian's same bank account if the minor does not have a bank account or portfolio. <p><u>Details of certain subscription cases for minor individuals:</u></p> <ul style="list-style-type: none"> • Those under the age of 18 Hijri years may subscribe through a guardian or custodian. • A minor under 18 Hijri years may submit a copy of the national ID or residence permit, together with the guardian's or custodian's ID. • If the client is a Saudi national and under 15 Hijri years of age, the family register in which the minor is included and the national ID card of the guardian or custodian must be attached. • If the client is under 18 years of age and under custody, a copy of the custody deed issued by the competent court must be attached together with the custodian's ID. • A legally incapacitated person may also subscribe through a guardian or custodian, provided that the legally incapacitated client has an investment portfolio with one of the capital market institutions. • A divorced or widowed Saudi woman who has minor children from a non-Saudi husband may subscribe in the names of her children, provided that she submits evidence that she is divorced or widowed and evidence of her motherhood of minor children.
<p>(d) Restrictions on dealing in units:</p> <p>The ownership of units may not be transferred after obtaining the approval of the Fund Manager. The transfer of ownership of units to other investors is subject to the Capital Market Authority Law and its implementing regulations, in addition to other regulations applicable in the Kingdom of Saudi Arabia.</p>	<p>(d) Restrictions on dealing in units:</p> <p>A unitholder's purchase of any unit of a closed-ended listed investment fund from the market shall constitute an acknowledgment that they have reviewed and accepted the Fund's Terms and Conditions.</p> <p>Upon listing, the units will be traded in the same manner as the shares of companies listed on the Saudi Exchange are traded. Unitholders may sell or purchase units during daily trading hours through licensed financial brokers.</p>
<p>(e) Cases in which dealings in the units are deferred or suspended, and the procedures followed in such cases:</p> <p>The fund manager has the right to defer or suspend dealings in the fund's units in the following cases:</p> <ol style="list-style-type: none"> 1. If the Authority so requests. 2. If the fund manager reasonably considers that the suspension serves the interests of the fund's unit holders. 3. If trading is suspended in the main market in which the securities or assets invested in by the Fund are traded, whether generally or in respect of the Fund's assets that the Fund Manager reasonably considers material to the Fund's net value. 4. The Fund Manager may defer the execution of redemption requests if the Fund is unable to sell/liquidate the assets it owns for any reason whatsoever. 5. The Fund Manager also reserves the right to reject any subscription request by any subscriber to the Fund if such subscription would result in a breach of the Fund's terms and conditions or the laws or implementing regulations that may be imposed from time to time by the Capital Market Authority or other regulatory authorities in the Kingdom of Saudi Arabia. <p>The Fund Manager shall take the following actions in the event of any suspension imposed by the Fund Manager:</p> <ol style="list-style-type: none"> 1. Ensure that any suspension does not continue except for the necessary and justified period, taking into account the interests of the Fund's unitholders. 2. Review the suspension regularly and consult with the Fund's Board of Directors, the Custodian, and the Fund Operator regarding the suspension on a regular basis. 3. Notify the Authority and the unitholders immediately of any suspension, clarifying the reasons for the suspension, and notify the Authority and the unitholders immediately upon the end of the suspension in the same manner used to notify of the suspension, and disclose such on the Fund Manager's website and any other website in accordance with the controls specified by the Authority. 4. The Authority has the power to lift the suspension if it deems that doing so serves the interests of the unitholders. 	<p>(e) Cases in which dealing in units is deferred or suspended, and the procedures followed in such cases:</p> <ul style="list-style-type: none"> • The Authority may suspend the trading of listed units or cancel their listing at any time as it deems appropriate, in the following cases: <ol style="list-style-type: none"> 1. If it deems such action necessary to protect unitholders or to maintain an orderly market. 2. If the fund manager fails, in a manner the Authority considers material, to comply with the Law, its Implementing Regulations, or the Market Rules. 3. If the fund manager fails to pay any fees due to the Authority or the market, or any fines due to the Authority, on their due dates. 4. If it determines that the fund, its business, the level of its operations, or its assets are no longer suitable for the continued listing of its units on the market. 5. If it determines that the custodian has failed, in a manner the Authority considers material, to comply with the Law, its Implementing Regulations, and the Market Rules. 6. Upon expiry of the fund's term. • The lifting of a trading suspension imposed pursuant to paragraph (1) above shall be subject to the following considerations: <ol style="list-style-type: none"> 1. The circumstances that led to the suspension have been adequately remedied, and there is no need for the suspension to continue for the unit holders. 2. That lifting the suspension is unlikely to affect the normal activity of the market. 3. The fund manager's compliance with any other conditions the Authority deems appropriate. • The market shall suspend trading in the fund's units in any of the following cases: <ol style="list-style-type: none"> 1. The fund manager's failure to comply with the deadlines specified for disclosing its periodic financial information in accordance with the relevant Implementing Regulations: 2. Where the auditor's report on the fund's financial statements contains an adverse opinion or a disclaimer of opinion. <p>If the liquidity requirements specified in the Listing Rules are not met after the expiry of the period set by the market for the fund to rectify its status, unless the Authority approves otherwise. The market may at any time propose to the Authority the suspension of trading in the units or the cancellation of their listing if it considers that any of the cases set out in paragraph (1) above is likely to occur. The fund must, when trading in its units is suspended, continue to comply with the Law, its Implementing Regulations, and the Market Rules. If the suspension of trading in the units continues for six months without the fund manager taking appropriate action to rectify such suspension, the Authority may</p>

	<p>cancel the listing of the fund's units.</p> <ul style="list-style-type: none"> • A fund may not, after listing its units, cancel the listing except with the prior approval of the Authority. To obtain the Authority's approval, the fund must submit the delisting request to the Authority while simultaneously notifying the market thereof, and the request must include the following information: <ol style="list-style-type: none"> 1. The specific reasons for the delisting request. 2. A copy of the public disclosure thereof as soon as possible. The disclosure must include at least the reason for the delisting, the nature of the event that led to it, and the extent of its impact on the fund's activities. 3. The names and contact information of the financial adviser and legal adviser appointed pursuant to the relevant Implementing Regulations. • The Authority may, at its discretion, accept or reject the delisting request. • The fund manager must obtain the approval of the unit holders — through an ordinary fund resolution — for the delisting after obtaining the Authority's approval. • When delisting is made at the request of the fund manager, the fund manager must disclose this to the public as soon as possible. The disclosure must include at least the reason for the delisting, the nature of the event that led to it, and the extent of its impact on the fund's activities. • The fund manager may request the market to temporarily suspend trading in the fund's units upon the occurrence, during the trading session, of an event that must be disclosed without delay pursuant to the Law, its Implementing Regulations, or the Market Rules, where the fund manager is unable to maintain its confidentiality until the end of the trading session, and the market shall suspend trading in the fund's units فور تلقيها للطلب. • When trading is temporarily suspended at the request of the fund manager, the fund manager must disclose to the public - as soon as possible - the reason for the suspension, its expected duration, the nature of the event that led to it, and the extent of its impact on the fund's activities. • The Authority may temporarily suspend trading without a request from the fund manager when it has information or there are circumstances that may affect the fund's activities and it considers that such circumstances may affect market activity or prejudice the protection of unit holders. The fund whose units are subject to temporary suspension of trading must continue to comply with the Law, its Implementing Regulations, and the Market Rules. • The market may propose to the Authority that it exercise its powers in accordance with paragraph (13) above if it becomes aware of information or circumstances that may affect the fund's activities and are likely to affect market activity or the protection of unit holders. • The temporary suspension of trading shall be lifted upon expiry of the period specified in the disclosure referred to in paragraph (13) above, unless the Authority or the market determines otherwise.
<p>(f) A statement of the procedures under which the redemption requests to be deferred are selected:</p> <p>The Fund Manager reserves the right to defer redemption requests in the Fund in the following cases:</p> <ul style="list-style-type: none"> – If the percentage of redemption requests submitted by unitholders and required to be executed on any dealing day reaches 10% or more of the Fund's net asset value, the Fund Manager shall have the right to execute redemptions not exceeding 10% of the Fund's net assets on that day only. Such redemptions shall be executed on a pro rata basis among the unitholders who submitted redemption requests, such that the executed amount is distributed among them, each in proportion to the value of its units requested to be redeemed to the total value of the units requested to be redeemed on that day. Redemption requests that are not executed shall be carried forward to the next dealing day and shall have priority over new redemption requests, such that the carried-forward redemption requests are executed in full before any subsequent redemption requests begin to be executed, and this shall continue in the same manner on subsequent dealing days. – If trading is suspended in the main market in which the securities or assets invested in by the Fund are traded for any reason whatsoever, whether generally or partially, and the Fund Manager considers that the market suspension has affected the valuation of the Fund's units. 	<p>(f) A statement of the procedures under which the redemption requests to be deferred are selected:</p> <p>Not applicable, as the Fund is closed-ended and listed, and unitholders are not entitled to redeem their units in the Fund. Rather, they may trade the units according to the unit trading price in the market, where the units are traded in the same manner as shares of companies listed on Saudi Exchange are traded. Unitholders may buy or sell units during daily trading hours through licensed financial brokers.</p>
<p>(g) Description of the provisions governing the transfer of ownership of units to other investors:</p> <p>The Fund Manager aims to comply with the Authority's laws and instructions regarding the transfer of ownership of units to other investors whenever such exist.</p>	<p>(g) Description of the provisions governing the transfer of ownership of units to other investors:</p> <p>A unitholder's purchase of any unit of a closed-ended listed investment fund from the market shall constitute an acknowledgment by such unitholder that it has reviewed and accepted the Fund's terms and conditions upon listing. The Fund's units may be traded in the same manner as shares of companies listed on Saudi Exchange are traded. Accordingly, unitholders and investors may trade during the regular trading hours announced by the financial market and through licensed brokerage firms.</p>
<p>(h) The minimum number or value of units that a unitholder must subscribe for, transfer, or redeem:</p> <p>Minimum subscription: 1,000 Saudi Riyals for each investor. Minimum additional subscription: 1,000 Saudi Riyals for each investor. Minimum redemption: 1,000 Saudi Riyals for each investor. Transfer of ownership of the units may not be made unless after obtaining the approval of the</p>	<p>(h) The minimum number or value of units that a unitholder must subscribe for, transfer, or redeem:</p> <p>The minimum subscription must not be less than 1,000 Saudi Riyals or (100) units for each unitholder.</p>

<p>Fund Manager. The transfer of ownership of the units to other investors is subject to the regulations of the Capital Market Authority and the implementing regulations related thereto, in addition to other regulations applicable in the Kingdom of Saudi Arabia.</p> <p>The minimum subscription must not be less than SAR 1,000.</p>	
14) Register of Unitholders	
<ol style="list-style-type: none"> 1. The fund operator must prepare and maintain a register of unitholders in the Kingdom of Saudi Arabia. 2. The register of unitholders shall be conclusive evidence of ownership of the units recorded therein. 3. The fund operator shall update the register of unitholders immediately so that it reflects any changes in the information referred to in the Investment Funds Regulations. 4. The register of unitholders must be made available for inspection by the Authority upon its request, and the Fund Manager must provide any unitholder, free of charge upon request, with a summary showing all information related to the relevant unitholder. 	<p>As a listed closed-ended investment fund, the register of unitholders is maintained by the Securities Depository Center Company (Edaa).</p>
19) Changes to the Fund's Terms and Conditions	
<p>(A) The provisions governing changes to the fund's Terms and Conditions and the approvals and notices specified under the Investment Funds Regulations</p> <p>The Fund Manager shall comply with the provisions set out in the Investment Funds Regulations regarding changes made to the Terms and Conditions, which require Board approval for all changes stipulated in the Investment Funds Regulations and any amendments thereto from time to time.</p> <p>Fundamental Changes:</p> <p>The Fund Manager must obtain the approval of the fund unit holders for the proposed fundamental change through an Ordinary Fund Resolution.</p> <p>The Fund Manager must, after obtaining the approval of the unit holders and the Shariah Board's approval, obtain the Capital Market Authority's approval for the proposed fundamental change to the fund.</p> <p>The Fund Manager must notify unit holders and disclose details of the fundamental changes on its website and any other website available to the public in accordance with the controls specified by the Authority, 10 days before the change becomes effective.</p> <p>Details of the fundamental changes must be set out in the fund's public reports prepared by the Fund Manager in accordance with the Investment Funds Regulations and any other amendments thereto from time to time.</p> <p>Non-Fundamental Changes:</p> <p>The Fund Manager must notify the Authority and the unit holders and disclose on the Fund Manager's website and any other website available to the public, in accordance with the controls specified by the Authority, any non-fundamental changes in the public fund it manages 10 days before the change becomes effective, and the fund unit holders have the right to redeem their units before the non-fundamental change becomes effective without imposing any redemption fees (if any).</p> <p>The Fund Manager must obtain the approval of the Fund's Board before making any non-fundamental change.</p> <p>Details of the non-fundamental changes must be set out in the public fund reports prepared by the Fund Manager in accordance with the Investment Funds Regulations and any other amendments thereto from time to time.</p>	<p>(A) Provisions governing the amendment of the Fund's Terms and Conditions and the approvals and notices specified under the Investment Funds Regulations</p> <p>The Fund Manager shall comply with the provisions set out in the Investment Funds Regulations regarding changes made to the terms and conditions that require board approval for all changes stipulated in Articles (62) and (63) of the Investment Funds Regulations, before the Fund Manager obtains the approval of the unitholders and the Authority or notifies them, in accordance with the disclosure requirements for a listed closed-ended fund under Article (52) of the Investment Funds Regulations.</p> <p>Fundamental Changes:</p> <p>The Fund Manager must obtain the approval of the fund's unitholders for the proposed fundamental change through an ordinary fund resolution, unless the fundamental change relates to a change in the maturity date or termination of the public closed-ended fund, in which case the approval of the fund's unitholders shall be obtained through a special fund resolution.</p> <p>After obtaining the approval of the unitholders and the approval of the Shariah Committee, the Fund Manager must obtain the approval of the Capital Market Authority for the proposed fundamental change to the fund.</p> <p>The Fund Manager must notify the unitholders and disclose details of the fundamental changes on its website and any other website available to the public, in accordance with the controls specified by the Authority, at least (10) days before the change takes effect.</p> <p>Details of the fundamental changes must be stated in the public fund reports prepared by the Fund Manager in accordance with Article (76) of the Investment Funds Regulations.</p> <p>Non-Fundamental Changes:</p> <p>The Fund Manager must notify the Authority and the unitholders and disclose on the Fund Manager's website and any other website available to the public, in accordance with the controls specified by the Authority, any non-fundamental changes in the public fund it manages at least (10) days before the change takes effect.</p> <p>The Fund Manager must obtain the approval of the fund's board of directors before making any non-fundamental change.</p> <p>Details of the non-fundamental changes must be stated in the public fund reports prepared by the Fund Manager in accordance with Article (76) of the Investment Funds Regulations.</p> <p>Disclosure of Material Developments:</p> <ol style="list-style-type: none"> (1) The Fund Manager must disclose to the Authority and the unitholders, without delay, any material developments falling within the scope of its activity that are not publicly available and that may affect the fund's assets and liabilities, its financial position, or the general course of its business, and may: <ol style="list-style-type: none"> (A) lead to a change in the price of the listed unit, or (B) materially affect the fund's ability to meet its obligations relating to debt instruments. (2) To determine whether a development falls within the scope of paragraph (A) of this Article, the Fund Manager must assess whether it is likely that any prudent unitholder would take that development into account when making an investment decision. <p>Disclosure of Certain Events:</p> <p>The Fund Manager must disclose to the Authority and the unitholders, without delay, any of the following developments (whether or not they are material in accordance with paragraph (A) of this Article):</p> <ol style="list-style-type: none"> (1) Any transaction to purchase, sell, mortgage, or lease an asset at a price equal to or exceeding 10% of the fund's net assets according to the latest reviewed interim financial statements or audited annual financial statements, whichever is more recent. (2) Any losses equal to or exceeding 10% of the fund's net assets according to the latest reviewed interim financial statements or audited annual financial statements, whichever is more recent. (3) Any dispute, including any lawsuit, arbitration, or mediation, if the amount of the dispute or claim is equal to or exceeds 5% of the fund's net assets according to the latest reviewed interim financial statements or audited annual financial statements, whichever is more recent.

	<p>(4) An increase or decrease in the fund's net assets equal to or exceeding 10% according to the latest reviewed interim financial statements or audited annual financial statements, whichever is more recent.</p> <p>(5) An increase or decrease in the fund's total profits equal to or exceeding 10% according to the latest audited annual financial statements.</p> <p>(6) Any transaction between the fund and a related party, or any arrangement pursuant to which both the fund and a related party invest in any project or asset or provide financing for it, if such transaction or arrangement is equal to or exceeds 1% of the fund's total revenues according to the latest audited annual financial statements.</p> <p>(7) Any interruption of any of the fund's principal activities resulting in an effect equal to or exceeding 5% of the fund's total revenues according to the latest audited annual financial statements.</p> <p>(8) The issuance of a judgment, decision, declaration, or order by a court or judicial body, whether at the court of first instance or appellate level, that may adversely affect the fund's utilization of any part of its assets with a total value exceeding 5% of the fund's net asset value according to the latest reviewed interim financial statements or audited annual financial statements, whichever is more recent.</p> <p>(9) Any proposed change in the total value of the fund's assets.</p>						
<p>B) The procedures to be followed for notification of any change in the fund's Terms and Conditions</p> <p>Fundamental Changes: The Fund Manager shall send a notice to unit holders and disclose details of the fundamental changes on its website and the market's website in accordance with the controls specified by the Authority, 10 days before the change becomes effective;</p> <p>Non-Fundamental Changes: The Fund Manager must notify the Authority and the unit holders and disclose on the Fund Manager's website and any other website available to the public, in accordance with the controls specified by the Authority, any non-fundamental changes in the public fund that 10 days before the change becomes effective.</p> <p>The Fund Manager will disclose all changes to the Fund's Terms and Conditions in the Fund's annual reports, including the summarized annual reports and the interim financial statements prepared in accordance with the Investment Funds Regulations and any amendments thereto from time to time.</p>	<p>B) The procedures to be followed for notification of any change in the fund's Terms and Conditions</p> <p>Fundamental Changes: The Fund Manager shall send a notice to unit holders and disclose details of the fundamental changes on its website and the market's website 10 days before the change becomes effective;</p> <p>Non-Fundamental Changes: The Fund Manager must notify the Authority and the unit holders and disclose on the Fund Manager's website and any other website available to the public, in accordance with the controls specified by the Authority, any non-fundamental changes in the public fund that 10 days before the change becomes effective.</p> <p>The Fund Manager will disclose all changes to the fund's Terms and Conditions in the fund's annual reports, including the summary annual reports and interim financial statements prepared in accordance with Article (76) of the Investment Funds Regulations.</p>						
20) Termination and Liquidation of the Fund							
<p>(A) Cases requiring the termination of the investment fund and the relevant procedures under the Investment Funds Regulations:</p> <p>❖ The Fund shall be terminated in any of the following cases (each referred to as a "Termination Event"):</p> <ul style="list-style-type: none"> The Fund Manager wishes to terminate the Fund and discontinue it; 	<p>(A) Cases requiring the termination of the investment fund and the relevant procedures under the Investment Funds Regulations:</p> <p>❖ The Fund shall be terminated in any of the following cases (each referred to as a "Termination Event"):</p> <ul style="list-style-type: none"> The Fund Manager wishes to terminate the Fund and discontinue it; Upon expiry of the Fund's term; 						
21) Fund Manager							
<p>(Y) Statement of the provisions governing the removal and replacement of the Fund Manager</p> <p>Delete the paragraphs to change the fund type to open-ended.</p>	<p>(Y) Statement of the provisions governing the removal and replacement of the Fund Manager</p> <p>6. Issuance of a special fund resolution by the closed-ended fund unit holders requesting the Authority to remove the Fund Manager.</p> <p>- When the Fund Manager is removed in accordance with the case stipulated in subparagraph (6) above, it must obtain an ordinary fund resolution at the same meeting in which the unit holders voted on the request to remove the Fund Manager; in order to appoint the Custodian or another party to search for and negotiate with a replacement fund manager and determine the specified period for the search and negotiation.</p>						
31) Other Information							
<p>There will be no need to appoint a market maker for the Fund due to the delisting.</p>	<p>(W) The Fund Manager has the right to appoint a market maker for the Fund.</p>						
Appendix (1) - Financial Disclosure Summary							
<p>Subscription Fee</p> <p>Up to 1.0% of the subscription amount.</p>	<p>Subscription Fee</p> <p>The Fund Manager is entitled to receive a subscription fee (the "Subscription Fee") at a fixed rate of 2.0% of the cash subscription amounts. It shall be paid once upon subscription.</p>						
<p>Delete the fees due to the delisting.</p>	<p>Saudi Exchange registration fees:</p> <p>The Fund shall pay the following fees for registration with the Saudi Exchange:</p> <ol style="list-style-type: none"> SAR 50,000 in addition to SAR 2 for each unit holder, up to a maximum of SAR 500,000, payable to the Securities Depository Center Company (Edaa) in consideration for creating a register of unit holders on a one-time basis; SAR 400,000 payable annually to the Securities Depository Center Company (Edaa) in consideration for managing the register of unit holders. These fees change from time to time depending on the value of the Fund's capital and are paid annually. 						
<p>Delete the fees due to the delisting.</p>	<p>Saudi Exchange listing fees:</p> <p>The Fund shall pay the following listing fees:</p> <ol style="list-style-type: none"> SAR 50,000 initial listing fee payable to the Saudi Exchange once; and 0.03% of the Fund's market value annually (subject to a minimum of SAR 50,000 and a maximum of SAR 300,000). It shall be paid to the Saudi Exchange annually. 						
Appendix (3) - Internal Mechanism for Risk Assessment and Management							
<p>Delete the risk of unit price fluctuation due to delisting.</p>	<table border="1"> <thead> <tr> <th>Risk Mitigation Measures</th> <th>Risk Description</th> <th>Expected Risks</th> </tr> </thead> <tbody> <tr> <td>The Fund Manager publishes the</td> <td>Although the Fund is valued daily.</td> <td>Unit Price Volatility Risk</td> </tr> </tbody> </table>	Risk Mitigation Measures	Risk Description	Expected Risks	The Fund Manager publishes the	Although the Fund is valued daily.	Unit Price Volatility Risk
Risk Mitigation Measures	Risk Description	Expected Risks					
The Fund Manager publishes the	Although the Fund is valued daily.	Unit Price Volatility Risk					

	Fund's net asset value daily, which helps traders make the decision to buy or sell.	given that the Fund is traded on the Saudi Exchange, the purchase and sale price of the units may be higher or lower than the Fund's net asset value as a result of supply and demand.	
Appendix (5) - Subscription / Redemption Application Form	Appendix (5) - Subscription Application Form		
Delete (Appendix (6)) due to delisting.	Appendix (6) - Letter issued by the legal adviser licensed to practice in the Kingdom regarding the legal due diligence report, in the form set out in Appendix No. (12) of the Investment Funds Regulations		
Delete (Appendix (7)) due to delisting.	Appendix (7) - Letter issued by the fund manager regarding the due diligence report, in the form set out in Appendix No. (13) of the Investment Funds Regulations		