



## SNB Capital SAR Multi-Asset Conservative Fund

An open-ended public Multi-Asset investment fund of funds

Fund Manager  
SNB Capital Company

**"The Fund's Terms and Conditions has been reviewed and approved by the Fund's Board of Directors. The Fund Manager and the members of the Fund's Board of Directors collectively and individually bear full responsibility for the accuracy of the information presented herein. Having made all reasonable inquiries, the fund board directors and the fund manager confirm the validity and completeness of the information in the Terms and Conditions, and further confirm that the information and data maintained in the Terms and Conditions are not misleading".**

**"The Capital Market Authority has approved the offering of units in the SNB Capital SAR Multi-Asset Conservative Fund. The Capital Market Authority does not, however, take any responsibility for the contents of the Fund's Terms and Conditions, nor does it make any representation as to its accuracy or completeness. The Capital Market Authority does not make any recommendation as to the soundness or otherwise of investing in the investment fund, and the approval of offering the fund does not mean that the Authority recommends to invest in the fund, and the Authority emphasizes that the decision to invest in the fund is up to the investor or his representative."**

**"SNB Capital SAR Multi-Asset Conservative Fund has been certified as being Shariah compliant by the Shariah Committee appointed for the investment fund."**

**The Fund's Terms and Conditions and all other documentation comply with the Investment Funds Regulations and contain are complete, clear, accurate, and not misleading information on the investment fund and shall be updated and amended.**

**Investors should read the Fund's Terms and Conditions in conjunction with the other documentation.**

**The performance of the fund can be viewed within the fund's reports.**

**"Investors are advised to read and understand the Fund's Terms and Conditions. If in doubt, please consult a professional adviser."**



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Fund Directory:

<b>Regulator</b>	<b>Capital Market Authority</b> P.O. Box 87171 - Riyadh 11642 Kingdom of Saudi Arabia Tel.: +966112053000 Website: <a href="http://www.cma.org.sa">www.cma.org.sa</a>	هيئة السوق المالية Capital Market Authority 
<b>Fund Manager/ Fund Operator</b>	<b>SNB Capital Company (SNB Capital)</b> P.O. Box 22216 - Riyadh 11495 Kingdom of Saudi Arabia Tel.: +966920000232 Website: <a href="http://www.alahlicapital.com">www.alahlicapital.com</a>	
<b>Custodian</b>	<b>AlBilad Investment Company (Albilad Capital)</b> P.O. Box 140 - Riyadh 11411 Kingdom of Saudi Arabia. Tel: +966 92000 3636 Website: <a href="http://www.albilad-capital.com">www.albilad-capital.com</a>	البلاد المالية Albilad Capital 
<b>Auditor</b>	<b>KPMG Professional Services</b> P.O. Box 92876 - Riyadh 11663 Kingdom of Saudi Arabia Tel.: +966118748500 Website: <a href="http://www.kpmg.com/sa">www.kpmg.com/sa</a>	



## Definitions:

<b>The Fund or Investment Fund</b>	SNB Capital SAR Multi-Asset Conservative Fund.
<b>Fund Manager or Company or SNB Capital</b>	SNB Capital, is a closed joint stock company established and carries out its activities according to the Laws of the Kingdom of Saudi Arabia under Commercial Registration No. (1010231474) issued in Riyadh dated 29/03/1428H (corresponding to 17/04/2007G). It is authorized by the Capital Market Authority of the Kingdom of Saudi Arabia under license number (06046-37) dated 10/06/1428H (corresponding to 25/06/2008G). SNB Capital Company's Head Office is at King Saud Road, P.O. Box 22216, Riyadh 11495, Kingdom of Saudi Arabia.
<b>CML/ The Law</b>	Capital Market Law of Saudi Arabia, which was issued by Royal Decree No. (M/30) dated 16th June, 2003.
<b>Regulations/ Investment Funds Regulations ("IFRs")</b>	The Investment Funds Regulations issued by the Board of the Capital Market Authority pursuant to its Resolution Number 1-219-2006 dated 03/12/1427H corresponding to 24/12/2006G. based on the Capital Market Law issued by Royal Decree No. M/30 dated 02/06/1424H. Amended by resolution of the Board of the Capital Market Authority Number 2-22-2021 dated 12/07/1442H corresponding to 24/02/2021G, and any amendments from time to time.
<b>Capital Market Institutions Regulations ("CMI")</b>	the Capital Market Institutions Regulations issued by the Board of the CMA pursuant to Resolution No. 1-83-2005 dated 21/5/1426H corresponding to 28/6/2005G as amended pursuant to the CMA Board Resolution Number 2-75-2020 dated 22/12/1441H corresponding to 12/08/2020G, and any amendments from time to time.
<b>Authority/ CMA</b>	The Capital Market Authority of Saudi Arabia.
<b>Fund of Funds</b>	An investment fund the main objective of which is to invest all of its assets in other investment funds.
<b>Kingdom/ KSA</b>	The Kingdom of Saudi Arabia.
<b>SAR</b>	Saudi Arabian Riyals.
<b>Value Added Tax Law (VAT Law)</b>	Means the VAT Laws and Regulations in the Kingdom.
<b>Value Added Tax (VAT)</b>	The value-added tax applied pursuant to the Value Added Tax (VAT) Law.
<b>Shariah Committee</b>	Shariah Committee of SNB Capital Company.
<b>Shariah Guidelines</b>	The Shariah guidelines set by the Shariah Committee for investing in securities as stated in in Subparagraph (d) of Paragraph (25) "Shariah Committee".
<b>Board</b>	The Board of Directors of the Fund.
<b>Tadawul/Market</b>	The Saudi Stock Exchange.
<b>Investor/ Unitholder</b>	An investor in the Fund or person applying to invest in the Fund or unitholder.
<b>Terms and Conditions</b>	The contracts containing those disclosures and provisions required under the Investment Funds Regulations, signed between the fund manager and the unitholder referring to the terms and conditions specifically designed for the Fund.
<b>Register</b>	Means the register of Unitholders held by the Fund Manager or any party appointed by the Fund Manager to hold such register.
<b>Financial Year</b>	Means the financial year of the Fund.
<b>Custodian</b>	Means a CMI who is authorized under the Capital Market Institutions Regulations to conduct the securities custody activity.
<b>Investment Account</b>	The Investment Fund account held by Investors with SNB Capital.



<b>Benchmark</b>	55% SAIBID 1M + 25% DJ Sukuk Ex-Reinvestment TR + 20% S&P Saudi Shariah TR.
<b>Unit(s)</b>	The share of any owner in any fund consisting of units or a part of it. Each unit shall be treated as a common share in the net assets of the Fund.
<b>Investments</b>	Means the cash, shares, and Units in other mutual fund, in addition to the related assets held by the Fund.
<b>Money Markets Transactions</b>	Murabaha, Wakala, and Mudaraba transactions concluded with a party regulated by Saudi Central Bank (SAMA) or equivalent regulator in a jurisdiction other than the Kingdom.
<b>Sukuk</b>	Certificates of equal value representing undivided shares in ownership, or usufruct of tangible assets, or (in the ownership of) the assets of particular projects and subsequent financial rights.
<b>Leasing (Ijarah)</b>	Investments in securities that linked or affected by the exposure to investments in equipment or other assets leased to beneficiaries.
<b>Real Estate Investment Traded Fund (REIT)</b>	A real estate investment fund, the units of which are traded on the Main Market or the Parallel Market, and whose primary investment objective is to invest in constructionally developed real estates, able to generate periodic and rental income, and distribute a specified percentage of the fund's net profit in cash to the unitholders in such fund during its operation period, at least annually.
<b>Gold</b>	Means investment in a security that provide exposure to gold price.
<b>Murabaha</b>	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 "banking Murabaha" i.e. Murabaha to the purchase order.
<b>Asset-Backed Investments</b>	It's investments in securities that are linked or affected by the exposure to an investment that is collateralized by assets or instalment contracts provided that the asset is not land or real estate.
<b>Agricultural Investments</b>	It's investments in securities that linked to or affected by the exposure to agricultural sector and related commodities.
<b>Mudaraba</b>	Means a partnership between the first party (Mudareb, one or more) and a financial institution (second party) whereby the first party authorizes the second party to invest and manage the former's Investments to gain profits.
<b>Infrastructure Investments</b>	It's investments in securities that linked or affected by the exposure to infrastructure investments such as toll roads, railways, utility companies, airports, seaports, and other real assets.
<b>Venture Capital Investments</b>	Investments in securities that are linked to or affected by the exposure to investments in start-ups, mainly small and medium-sized companies, by owning private equity stakes therein. These investments aim to achieve high growth rates.
<b>Structured Products</b>	Investments in securities whose return is linked to or affected by the exposure to an index, investment security, a basket of securities, a market or specific category of assets where the security is tailored to the needs of the investor and the financial institution issuing the security.
<b>Wakala</b>	Means granting a financial institution an authorization to manage investments on the investors' behalf.
<b>Real Estate Investments</b>	It's investments in securities that linked or affected by the exposure to real estate investment that aims to generate periodical income to its investors.
<b>Trade, Supply Chain and Working Capital Finance</b>	It's investments in securities that linked or affected by the exposure to short-term transactions aimed to optimize the working capital cycle of a counterparty and/or facilitate international and local trades.



<b>Exchange Traded Funds (ETFs)</b>	An index fund the units in which are traded on the exchange or on another exchange which is recognized by the CMA.
<b>Investment Funds</b>	A collective investment scheme aimed at providing investors therein with an opportunity to participate collectively in the profits of the scheme which is managed by a fund manager for specified fees.
<b>Private Debt Instruments</b>	It is a non-bank lending where the debt is not issued or traded in the public market. In general, investment in this type of debt is done through investing in securities.
<b>Fund's Net Asset Value</b>	The Fund's Total Assets Value minus its liabilities.
<b>Subscription Monies</b>	The gross amount paid by the Investor to the Fund Manager to invest in the Fund.
<b>Subscription Fee</b>	Fees charged for subscribing in the Fund.
<b>Redemption Form</b>	Form used to redeem Units.
<b>Subscription Form</b>	Form used for subscription in the Fund.
<b>Switch Form</b>	Form used for switching between certain open-ended mutual funds managed by SNB Capital.
<b>Dealing Day</b>	Any day on which the Units of the Investment Fund can be subscribed or redeemed.
<b>Valuation Day</b>	Any day on which the Units in the Fund are valued.
<b>Saudi Business Day</b>	Means a day on which banks and CMI's are normally open for business in Saudi Arabia; this does not include any official holiday in Saudi Arabia.
<b>Day</b>	A business day in the Kingdom in accordance with the official working days of the Authority.
<b>Individual Saving Program (ISP)</b>	A program, offered by the Fund Manager, in which monthly fixed amounts (minimum SAR 100) are deducted and invested in Investment Funds managed by SNB Capital Company chosen by the client.
<b>Robo Advisory</b>	A digital program launched by the fund manager to provide digital financial advice for financial planning and savings. It automatically collects data on financial goals in terms of amount, periodic savings plans, and risk tolerance to create an investment portfolio for the client.
<b>Ordinary Fund Resolution</b>	Means a resolution requiring an affirmative vote of the unitholders of more than 50% of the units in the investment fund present or represented by proxy at a meeting of unitholders or by modern means of technology.



### Fund Summary:

<b>Name of the Investment Fund</b>	SNB Capital SAR Multi-Asset Conservative Fund.
<b>Class/type of the Fund</b>	An open-ended public Multi-Asset Shariah-compliant Investment Fund of Funds.
<b>Name of the Fund Manager</b>	SNB Capital Company.
<b>Purpose of the Fund</b>	The Fund aims to preserve capital as much as possible over the medium to long term, with less emphasis on capital, by investing in a diversified portfolio of investment funds that invest in various asset classes.
<b>Risks level</b>	Low to moderate risk.
<b>Minimum amount for subscription</b>	SAR 100.
<b>Minimum additional amount for subscription</b>	SAR 10.
<b>Minimum amount for redemption</b>	SAR 10.
<b>Valuation days</b>	From Sunday to Thursday, provided that they are Saudi Business Days.
<b>Dealing days</b>	Sunday to Thursday that are Saudi Business Days.
<b>Announcement days</b>	Unit price will be published and announced on the Day following the Valuation Day.
<b>Paying redemption amount days</b>	Redemption proceeds shall be made available to the Investor within (5) Saudi business days after the relevant Dealing Day.
<b>Unit price at initial offer (nominal value)</b>	SAR 10.
<b>Currency of the Fund</b>	Saudi Arabian Riyals (SAR).
<b>Period of the investment fund and its maturity date</b>	SNB Capital SAR Multi-Asset Conservative Fund is an open-ended fund, with no maturity date.
<b>Date of commencing the fund</b>	19/11/1445H. corresponding to 27/05/2024G., or the Fund Manager reserves the right to start prior to such date if the minimum amount required for starting operations of the Fund is collected.
<b>Date of issuing the Terms and Conditions, and latest update of it</b>	The Fund's Terms and Conditions were issued in 09/08/1445H., corresponding to 19/02/2024G, and the CMA was notified of its amendment on 10/10/1446 H (Corresponding to 08/04/2025G).



<b>Benchmark</b>	55% SAIBID 1M + 25% DJ Sukuk Ex-Reinvestment TR + 20% S&P Saudi Shariah TR.
<b>Name of the Fund Operator</b>	SNB Capital Company.
<b>Name of the Custodian</b>	AlBilad Investment Company (Albilad Capital).
<b>Name of the Auditor</b>	KPMG Professional Services
<b>Name of the Tax Advisor</b>	KPMG Professional Services.
<b>Fund Management fees</b>	1.00% of the Net Asset Value of the Fund.
<b>Subscription fees</b>	Up to 2% of the Subscription amount upon each Subscription in The Fund.
<b>Redemption fees</b>	None.
<b>Custodian fees</b>	The Custodian shall receive an annual custody fee of (0.02% when investing in other than Money Markets, 0.0025% when investing in Money Markets) 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 SAR 20, plus SAR 10 for each transaction not carried out electronically.
<b>Dealing fees</b>	Dealing fees or any other trading fees will be paid by the Fund directly at levels determined by local regulations or 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.
<b>Other fees and expenses</b>	With the exception of the expenses mentioned in Paragraph (9) "Fees, Charges and Expenses", of the Fund's Terms and Conditions, the Fund Manager may charge the Fund on each Dealing Day on a proportional basis any unexpected expenses imposed on the Fund, if any, including but not limited to: asset valuation fees from other competent parties, attorneys' and liquidators' fees, costs related to unitholders' meetings, preparation and printing expenses. Fund reports, miscellaneous expenses, and any other legally permissible expenses, provided that fees and other expenses do not exceed 0.10% of the average net asset value during the year.





## Terms and Conditions:

### 1) Investment Fund

#### a. Name of the investment fund, its type and class

SNB Capital SAR Multi-Asset Conservative Fund is an open-ended public multi-asset investment fund of funds compliant with Shariah guidelines.

#### b. Date of issuing the Terms and Conditions and the last update

The Fund's Terms and Conditions were issued 09/08/1445H., corresponding to 19/02/2024G, and the CMA was notified of its amendment on 10/10/1446 H (Corresponding to 08/04/2025G).

#### c. Date of the Authority's approval on the offering of the fund's units

The CMA's approval was obtained on offering the Fund's Units on 09/08/1445H., corresponding to 19/02/2024G.

#### d. The duration of the investment fund and maturity date

SNB Capital SAR Multi-Asset Conservative Fund is an open-ended fund, with no maturity date.

### 2) Governing Laws

The Fund and the Fund Manager are subject to the Capital Market Law (CML), and its Implementing Regulations as well as other relevant laws and regulations applicable in the Kingdom of Saudi Arabia.

### 3) Investment Policies and Practices

#### a. The fund's investment objectives

SNB Capital SAR Multi-Asset Conservative Fund is an open-ended public multi-asset fund of funds which aims to preserve capital as much as possible over the medium to long term, with less emphasis on capital, by investing in a diversified portfolio of investment funds that invest in various asset classes.

#### b. Types of securities in which the fund will invest in primarily

The Fund invests in a diversified portfolio of public and private, open-ended and close-ended investment funds including Exchange Traded Funds (ETFs) and non-traded funds which are compatible with Shariah guidelines and licensed by the Capital Market Authority or licensed by other regulatory body according to regulations which are equivalent to that applied in the Kingdom. These funds will invest in the following various categories of assets:

- **Shariah-Complaint Money Market Instruments:** these include, cash, money market transactions, investment funds investing primarily in money market transactions or trade finance transactions.
- **Sukuk and debt instruments:** including ETFs.
- **Listed equities:** including ETFs.
- **Other Investments:** include, the investment funds that invest in or provide a return linked to the exposure to: supply chain, working capital finance, venture capital, structured products, agriculture investments, infrastructure investments, real estate, Ijarah, asset-backed investment, real estate investment funds (REITs), private debt instruments, agriculture lands, and private equity.
- **Gold:** including ETFs.

#### c. Investment concentration policy

- The Fund assets are allocated primarily to the public and private, open-ended and close-ended investment funds including Exchange Traded Funds (ETFs) and non-traded funds which are compatible with Shariah guidelines and licensed by the Capital Market Authority or licensed by other regulatory body according to regulations which are equivalent to that applied in the Kingdom. These funds invest in a various categories of assets including money market instrument funds and sukuk



funds as well as listed equities funds and other investment funds as described below in subparagraph (d) of paragraph (3) "Investment Policies and Practices".

- The Fund Manager shall diversify investments of the Fund as stated in its strategy.

**d. A table shows the percentage of investment in each investment field**

Asset Class	Minimum Limit	Maximum Limit
Cash*	0%	5%
Money market instrument funds	55%	80%
Sukuk and debt instrument funds**		35%
Listed equity funds**	10%	30%
Investment funds investing in gold and other investments**	0%	10%

\*Cash includes: only cash at bank, excluding deposits, Murabaha and money market funds.

\*\*The Fund Manager may invest in the above asset classes through the exchange traded funds (ETFs).

**e. The markets in which the investment fund intends to invest in**

The Fund Manager will mainly invest in the local market since substantially all investments of the Fund will be made in the Kingdom of Saudi Arabia. The Fund Manager may further, at its discretion, invest in the global market whenever deemed appropriate and in the best interest of the Unitholders.

**f. 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's Subscriptions".

**g. Transactions and methods used for investment decisions purposes**

- The investments in which the Fund invests are selected by the Fund Manager based on certain criteria including quantitative screening, credit rating, risk level, expected return, and compliance with Shariah guidelines.
- The Fund has the right to invest in funds issued by the Fund Manager or any of its affiliates in accordance with the objectives of the Fund.

**h. Securities that will not be included in the fund's investments**

The Fund Manager will not invest in asset classes other than those mentioned in subparagraph (d) of paragraph (3) "Investment Policies and Practices" of this Terms and Conditions.

**i. Investment limitations**

The Fund Manager will comply with the applicable restrictions set out in Article (56) "Fund of Funds" of the Investment Funds Regulations and will comply with Shariah guidelines set by Shariah Committee.

**j. Investment of the fund's assets in investment fund units managed by the Fund Manager or other fund managers**

The Fund may invest in investment fund units issued by the Fund Manager or any of its affiliates or in other investment fund units licensed by CMA or equivalent regulator governed by similar regulations as those imposed by CMA in accordance with objectives of the Fund.



**k. The Fund's authority to lend and borrow, and the Fund Manager's policy regarding exercising the authority to lend and borrow and mortgage the Fund's assets.**

The authority of lending and borrowing means financing that is compliant with Shariah guidelines and permissible according to Islamic shariah, such as (Tawaruq - Murabaha - Ijarah ending with ownership - Diminishing participation), and does not include conventional loans that deal with interest, both giving and taking. The Fund has the right to obtain Shariah-compliant financing up to a maximum of 15% 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. The assets of the Fund may be pledged for financing so as not to cause the Fund to bear unlimited liability. The fund manager does not intend to lend securities from the fund's assets.

**l. Maximum limit for dealing with any counterparty**

Not applicable.

**m. 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 set out in the Fund's Terms and Conditions, 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.

**n. The benchmark**

The Fund does not have or follow any Benchmark. However, the composite of 55% SAIBID 1M + 25% DJ Sukuk Ex-Reinvestment TR + 20% S&P Saudi Shariah TR.

**• Benchmark calculation method:**

The Benchmark is calculated based on a composite of 55% SAIBID 1M calculated based on the realized cost of contributor panel banks' funding in Saudi Riyals, in addition to 25% Dow Jones Global Sukuk Index excluding reinvestment (Net Total Return) measuring sukuk performance globally and 20% of the S&P Saudi Shariah TR Index measuring performance of Saudi shariah-compliant companies listed on Saudi market. Investors can monitor the performance of the Index on the Fund Manager's website [www.alahlicapital.com](http://www.alahlicapital.com).

**o. Derivatives**

Not applicable.

**p. Waivers approved by Capital Market Authority for any investment limits and restrictions**

The Fund Manager did not submit any waiver request to the Capital Market Authority regarding the Investment Funds Regulations to the date of these Terms and Conditions.

**4) The Main Risks of Investing in the Fund**

- a. The Fund is considered to be of Low to moderate risk, and SNB Capital gives no assurance that any appreciation in the value of the Fund's Investments will occur, or that the value of the Fund's Investments and the income derived from them may decrease. SNB Capital gives no assurance that the Fund's investment objectives will be achieved.
- b. The prior performance of the Fund or the Benchmark is not an indication of the Fund's performance.



- c. The Fund does not guarantee that its absolute performance or its performance relative to the Benchmark will be repeated or similar to any past performance.
- d. 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.
- e. The value of the Units and their returns are subject to fluctuations. 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.
- f. 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:
  1. **Equity Market Risks:** Investment in equity market is usually associated with high market volatility. The value of shares may unexpectedly decline sharply, and a portion of the capital may be lost, which will adversely impact the Fund's performance and the Unit price. Thus, the risk inherent in equity investing is higher than risks of investing in money market, Murabaha and other types of short-term investment instruments.
  2. **Investment Concentration Risks:** The risk of the Fund Investments being concentrated in certain asset categories, specific sectors, countries or shariah-compliant companies or funds which involve the risk of liquidating non-shariah compliant Investments for unfavorable prices in order to comply with the Fund's Shariah Guidelines. This may adversely impact the Fund's investment, performance and Unit price.
  3. **Issuer Specific Risk:** The risks arise from changes in the financial conditions of the issuer or the counterparty due to changes in management, financial position, credit rating or demand for products or services offered by the issuer. These risks also include the events in which the issuer fails to meet the financial obligations, which may cause its issued securities to decline, and consequently adversely affect the Fund's performance and unit price.
  4. **Other Investments Risk:** For diversification purposes, the Fund may invest in other investment asset classes referred to in Subclause (B) of Clause (3) of the Terms and Conditions. Such Investments are typically of higher risk than other conventional assets including, without limitation, money market, fixed income and equity. These investments (1) don't have regular daily market prices, yet, their valuations are based on periodical appraisals which may have the effect of understating volatility risk; (2) are mostly with low liquidity as they do not have an active secondary market affecting the Fund Manager's ability to dispose of such investments within specific timeframe to provide liquidity or for restoring balance to the Fund's investments to take advantage of dynamic changes in the market; and 3) The Fund Manager performs due diligence procedures. However, there is no guarantee on the performance, capabilities or competencies of the issuers or managers of such investments. Therefore, the investments may be subject to performance risks.
  5. **Risk of Agricultural Investment:** Agricultural investment entails several risks associated with uncertainties relating to weather, yields, prices, government policies and global markets which may cause a swing in profitability. Production risk is derived from the uncertain natural growth processes of crops and livestock. Weather, diseases, pests and other factors can affect both the quality and quantity of commodities produced. Institutional risk results from the uncertainty surrounding government actions, Tax laws, and regulations for chemical use, rules for animal waste disposal and the level of price or income support payment are instances of government decisions that can have major impact on agricultural businesses. Financial risk arises when the agricultural business borrows money and creates an obligation to repay debt. Rising interest rates, the prospect of loans being called by lenders and restricted credit availability are also aspects of financial risk.
  6. **Risk of Infrastructure Investments:** Investing in infrastructure can expose investors to a number of key risks including development risks which are related to the uncertainties and obstacles endured during the construction of greenfield and brownfield projects; single events: infrastructure portfolios can be quite concentrated in nature due to the size of assets; revenue risks: revenue from regulated or



government contracted payments are exposed to potential changes in government policies. Infrastructure investments are also exposed to issues such as rejection of contracts, changing tax laws, currency risk, political instability and sovereign credit risk.

7. **Risk of Real Estate Investments:** Real estate markets are characterized by up and down market cycles. Good markets are characterized by strong occupancies and steady rent growth while downturns often result in lower occupancies and flat or even discounted rents. There are myriad factors of market risk that can trigger a supply-demand imbalance in the sector, such as a surge in new development or a dip in demand from a slowing economy. In terms of tenancy risk, there are two primary subsets of tenant risk. Firstly, rent roll out quality, this usually refers to the credit worthiness, stability and numbers of tenants. Secondly, rollover risk refers to the remaining term left on leases at a property and its effects on properties.
8. **Risk of Trade Finance Investment:** Trade finance instruments are usually difficult to liquidate and require longer investment timeline when compared with other investments. These instruments don't have regular daily market prices, and their valuations are based on periodical appraisals which may have the effect of understating volatility. Moreover, originator risk is prevalent as such instruments are originated by external transaction originators and managers, whilst robust due diligence has been conducted on such transaction originators, there is no guarantee on the performance of such originators or their capabilities and competences. Therefore, the transactions may be subject to performance risk. In addition to credit risk which is the risk of nonpayment of scheduled interest or principal payments on a debt investment. As trade finance credit can be debt investments in non-investment grade borrowers, the risk of default may be greater. Should a borrower fail to make a payment, or default, this may affect the overall return to the lender. Interest rate changes will affect the amount of interest paid by a borrower in a floating rate loan, meaning they move in-step with broader interest rate fluctuations. However, this typically has little to no impact on the underlying value of floating rate debt.
9. **Risks of Investment in Gold:** Investing in the gold sector is considered of higher risk as this sector is adversely affected by changes in production and exploration cost. It may also be adversely affected by political, seasonal, regulatory and technological conditions, which may cause the Fund's NAV and Unit Price to decline depending on the volume of the Fund's investment in the gold sector.
10. **Risk of investment in Private Equity:** Liquidity risk exists as private equity investors are expected to invest their money with the company for several years on average. In addition, there are market risks since many of the companies that the Fund is investing in are emerging and not yet established which may lead to losses if the company fails to meet the expectations.
11. **Geopolitical Risk:** This is the risk of changes in political conditions and applicable laws in the countries in which markets the Fund is investing or in neighboring countries, which may have an adverse impact on the Fund's performance and Unit price.
12. **Economic Risk:** This is the risk of changes in the economic conditions such as recession, inflation, oil prices, which may negatively affect the value of Investor shares, thus adversely impacting Fund performance and Unit value.
13. **Currency Risk:** Difference in the exchange rate may result in incurring losses if the Fund's investments are denominated in currencies other than its base currency. This may adversely affect the Fund's performance and Unit price. In addition, customer's investment may be dominated in currencies other than the Fund's base currency at subscription which may be different from the exchange rate at redemption.
14. **Interest (Return) Rate Risk:** This is the risk that the value of investment will fluctuate due to changes in return rates such as interest rates. Also, investment returns and investment instruments valued at market value may be negatively affected, as a result of which the Fund's performance and the Unit price may be adversely affected.
15. **Liquidity Risk:** Liquidity of Investments may be low in certain periods and as a result this may increase the difficulty of liquidating some of the Investments. In addition, low market liquidity may adversely affect the market price of the Fund's Investments and the Fund's ability to dispose of particular



Investments to meet its liquidity requirements, which may have an adverse impact on the Fund's performance and Unit price. 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 incur loss due to the increase in redemption requests. 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).

16. **Borrowing Risk:** In case of borrowing by the Fund for investment purposes, the Fund may not be able to repay its obligations on time for reasons beyond the control of the Fund Manager which may result in late payment fees or cause the Fund to sell some of its Investments. In addition, the finance costs could affect the Fund's performance, and negatively impact the Unit prices.
17. **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 Clause "Principal Investment Risks of the Fund", which may adversely affect the Fund's performance and the Unit price.
18. **Risk of the Suspension of Trading:** Non-compliance by companies listed on Tadawul with relevant laws and implementing regulations may lead to suspension of trading of the shares of such companies, which may adversely affect the Fund's performance and consequently the Unit price.
19. **Risk of Large Redemptions:** This is the risk of large and consecutive redemptions by Unitholders, which may cause the Fund Manager to liquidate assets of the Fund at less favorable prices, which leads to lowering the Fund's performance and lower Unit price.
20. **Risks Associated with Complying with Shariah:** This is the risk of concentrating on shariah-compliant Investments; which includes the risk of disposition or selling of non shariah-compliant shares for unfavorable prices for the purposes of complying with the guidelines of the Shariah Committee of the Fund, which might have an adverse effect on the Fund's Investments, performance and the Unit price.
21. **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. The Fund's performance may be significantly affected in the event of a resignation or absence of any one of them should the Fund Manager fail to secure a suitable replacement.
22. **Conflict of Interest Risk:** This risk arises in situations that affect the objectivity and independence of the Fund Manager's investment decisions due to personal interest. This may adversely affect the Fund's performance and Unit price.
23. **Risk of Natural Disasters:** Natural disasters, which are beyond the control of the Fund Manager, such as volcanoes, earthquakes, hurricanes, floods and other natural phenomena may have a devastating effect on assets and properties. This may include the economic and investment sectors of the Fund's business and could adversely affect the performance of the Fund and the Unit prices.
24. **Emerging Markets Risk:** The Fund may invest securities in an emerging market(s), which may involve risks such as failure or delay to consummate transactions settlement and listing and custody of securities. Moreover, investment in such markets poses higher risks than usual. Note that the majority of market capitalization and trading volumes are usually concentrated in a limited number of companies. Thus, where the Fund's invests in securities investing in emerging markets, it may experience greater price volatility and significantly lower liquidity than assets invested in more developed markets, which may negatively affect the Fund's performance and its Unit price.
25. **Asset Allocation Risk:** The Fund Manager's decisions regarding increasing or decreasing asset weights as a percentage of the Fund may adversely affect the Fund's performance and the Unit price.
26. **IPO Investment Risk:** This is the risk of investing in greenfield companies with no operating history that would allow the Fund Manager to properly assess the company's performance. Moreover, the companies that offer their securities may represent new sectors or ones that are in the early stage of operation. This could reflect negatively on the Fund's performance and the Unit price.
27. **Risk of Investing in Sukuk Initial Offer:** Investing in securities exported from newly established firms or representing new sectors or do not have a credit history that allows the Fund Manager to assess the performance of the firm adequately. Moreover, investing in securities issued by firms going through



growth and development stage considered as high risk, as it could potentially be reflected in the performance of the Fund and Unit prices.

28. **Rating Downgrade Risk:** Any downgrade revision by any credit rating agency of the credit rating of the security/issuer of Fixed Income Instruments, which constitute a part of the Fund's assets, or the counterparty, may adversely affect the value of Investments. Moreover, the Fund's NAV, the Fund's performance and Unit price may decline as a result of devaluation of the Fund's Investments affected by such downgrading.
29. **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 could adversely affect the Fund's performance and Unit prices.
30. **Tax and Zakat Risk:** Investing in the Fund may result in tax obligations including Zakat. These taxes may be applicable to the Fund and its investment, or the Investor. The General Authority of Zakat and Tax or any other authority may impose taxes on Investment Funds which could lead to a decline in the Fund's NAV and Unit Price.
31. **Robo Advisory Risks:** Automated investing relies heavily on technology, making it vulnerable to technical and cybersecurity risks. Additionally, risk tolerance is based on data provided by the client, which contributes to the possibility of inaccurate investment decisions and, consequently, impacts expected returns.

## 5) Mechanism for Assessing Risks

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

## 6) Targeted Class for Investing in the Fund

The Fund targets Investors seeking to preserve capital over the medium and long term while achieving maximum possible growth

## 7) Investment Restrictions / Limitations

The Fund Manager shall abide by the limits and restrictions of the Investment Fund Regulations, the Fund's Terms and Conditions, and guidelines set out by the Shariah Committee.

## 8) Currency

The Fund currency is the Saudi Arabian Riyal (SAR). In the event of subscribing in a currency other than SAR, the prevailing exchange rates then shall be applied. The Unitholders will incur any fluctuation in the exchange rates.

## 9) Fees, Charges and Expenses

### a. Details on all payments from the assets of the investment fund, and the method for calculating them

- **Management Fees:** The Manager will charge the Fund an annual management fee of 1.00% of the Fund's Net Asset Value calculated on each valuation day and deducted monthly. The management fee will be waived or rebated if the Fund invests in other Investment Funds managed by SNB Capital Company. In case of investing in Funds managed by entities other than the Fund Manager, Management Fees of no more than 2.00% annually of the value of assets invested in the Funds will be deducted, provided that



only actual fees and expenses are deducted. The investment management fee is subject to VAT, the Fund will separately pay it to the Fund Manager at rates prescribed by the VAT Law and its implementing regulations.

- **Custody Fees:** The Custodian shall receive an annual custody fee of (0.02% when investing in other than Money Markets, 0.0025% when investing in Money Markets) and, for international funds, a custody fees ranging from (0.04% to 0.15%) of the total value of the Fund’s assets under custody calculated on each Valuation Day and deducted monthly. The Custodian is entitled to a fixed fee for each transaction of SAR 20, plus SAR 10 for each transaction not carried out electronically.
- **Shariah Compliant Financing Charges:** It 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:** Brokerage fees or any other trading fees will be paid by the Fund directly at levels determined by regulations, the dealing broker, or the custodians 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.
- **Remuneration of the Independent Fund’s Board Members:** Each Independent Fund Board Member shall receive SAR 2,000 for each meeting he attends. A minimum of two meetings shall be held per year and deducted Semi-Annually.
- **Auditor’s Fees:** SAR 36,640 annually, calculated on each Valuation Day and deducted Semi Annually.
- **Zakat and Tax Declarations Preparation Fees:** SAR 20,000 annually, calculated on each Valuation Day and deducted Annually.
- **Shariah Committee Services Fees:** SAR 10,000 annually paid by the Fund, Shariah consultation amounts related to the Fund will be charged separately, if any, and are calculated on each Valuation Day and deducted Annually.
- **Capital Market Authority Fees:** SAR 7,500 annually, calculated on each Valuation Day and deducted Annually.
- **Publishing Fund’s Information on Tadawul Website Fees:** SAR 5,000 annually, calculated on each Valuation Day and deducted Annually.
- **Data Processing and Operational Expenses:** The fund’s administrative expenses, including costs associated with data processing software, are allocated based on the total asset value under management for all funds managed by the fund manager. These expenses are paid monthly, with a cap of 0.20% of the fund’s average asset value for the year. The fund manager reviews these expenses quarterly, and any discrepancies are adjusted and reflected in the following quarter’s expense estimate, apportioned among the funds based on each fund’s average asset value.
- **Other Fees and Expenses:** The Fund Manager may charge the Fund on each Dealing Day on a proportional basis any unexpected expenses imposed on the Fund, if any, including but not limited to: asset valuation fees from other competent parties, attorneys’ and liquidators’ fees, costs related to unitholders’ meetings, preparation and printing expenses. Fund reports, miscellaneous expenses, and any other legally permissible expenses, provided that fees and other expenses do not exceed 0.10% of the average net asset value during the year.

All fees, charges, commissions and expenses payable to SNB 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.

**b. A table showing all fees and expenses, how the fees, charges and expenses are calculated and when it is paid by the investment fund**

Type of Fee/ Expense	Percentage/Assigned Amount in SAR	Calculation Method	Frequency of the Payment
Management Fees	1.00% annually	On each Valuation Day of the Fund’s NAV	Deducted Monthly





Type of Fee/ Expense	Percentage/Assigned Amount in SAR	Calculation Method	Frequency of the Payment
<b>Custody Fees</b>	0.02% when investing in other than Money Market and 0.0025% when investing in Money Markets for the local funds, annually	On each Valuation Day of the total value of the Fund's assets under custody	Deducted Monthly
<b>Shariah Compliant Financing Charges</b>	Based on the prevailing market rates and the requirements of the financier.		
<b>Dealing (Brokerage) Fees and Charges</b>	Based on the turnover of the Fund's assets and the volume of operations.		
<b>Auditor's Fees</b>	SAR 36,640 annually	fixed amount deducted from the fund's total assets.	Deducted Semi-Annually
<b>Zakat and Tax Declarations Preparation Fees</b>	SAR 20,000 annually	fixed amount deducted from the fund's total assets.	Deducted Annually
<b>Remuneration of the Independent Fund's Board Members</b>	SAR 2,000 (For each independent member/for each meeting attended)	fixed amount deducted from the fund's total assets.	Deducted Semi-Annually
<b>Shariah Committee Services Fees</b>	SAR 10,000, annually	fixed amount deducted from the fund's total assets.	Deducted Annually
<b>Capital Market Authority Fees</b>	SAR 7,500, annually	fixed amount deducted from the fund's total assets.	Deducted Annually
<b>Publishing Fund's Information on Tadawul Website Fees</b>	SAR 5,000	fixed amount deducted from the fund's total assets.	Deducted Annually
<b>Data Processing and Operational Expenses</b>	These expenses do not exceed 0.20% of the average asset value, and are estimated based on the total value of assets under management of all funds managed by the fund manager and reviewed quarterly.	Calculated on each Valuation Day from the fund's assets and deducted monthly	Deducted Monthly
<b>Other fees and expenses</b>	These expenses do not exceed 0.10% of the average asset value, and the fund manager will audit the fund expenses on a quarterly basis	Calculated on each Valuation Day of the Fund's assets	Deducted Monthly



Type of Fee/ Expense	Percentage/Assigned Amount in SAR	Calculation Method	Frequency of the Payment
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. Hypothetical table that shows the percentage of the fund expenses against the total fund asset value for the fund and the Unitholder throughout the lifespan of the fund. Such fund shall include percentage of recurring non-recurring expenses**

The following table shows a hypothetical investment of a Unitholder (single investor) assuming an investment of approximately SAR (100) million not changed throughout the year having a hypothetical return of 5%:

Percentage of recurring expenses to the total asset value of the Fund	1.29%
Percentage of non-recurring expenses to the total asset value of the Fund	0.00%
<b>Percentage of total fees and expenses</b>	<b>1.29%</b>

**d. Details on charges imposed for subscription, redemption and ownership transfer paid by unitholders, and the method of calculating that Fees**

- **Subscription Fees:** The Fund Manager will deduct up to 2% from the subscription amount upon each subscription transaction in the Fund, after which the balance will be invested in the Fund. The Fund Manager has the right to waive it or part of it at his discretion. The Subscription Fee is subject to the VAT. The Subscription Fee is exclusive of VAT, which the Investor shall separately pay to SNB Capital, at rates prescribed by the VAT Law.

**e. Fund Manager policy on rebates and special commissions**

The Fund Manager may enter into special commission arrangements that are limited to goods and services, which the Fund Manager may obtain, provided that they are related to the execution of transactions on behalf of the Fund, or to the provision of research in favor of the Fund, in accordance with the Capital Market Institutions Regulations.

**f. Information regarding Tax and/or Zakat**

The Fund is subject to Zakat Collection Rules issued by the Zakat, Tax and Customs Authority. Value Added Tax ("VAT") is applied to the Fund in accordance with the relevant laws and regulations. The Fund does not pay Zakat on behalf of the unitholders.

**g. Special commission concluded by the Fund Manager**

The Fund Manager may enter into special commission arrangements that are limited to goods and services, which the Fund Manager may obtain, provided that they are related to the execution of transactions or research services on behalf of the Fund, in accordance with the Capital Market Institutions Regulations.



**h. Hypothetical example illustrating all fees, charges paid from The Fund's Assets or unitholders based on the currency of the fund**

The following table shows a hypothetical investment of a Unitholder (single investor) assuming an investment of approximately SAR (100) million not changed throughout the year having a hypothetical return of 5%:

Description	Percentage of Fee of the total asset value	Fees of the total asset value (annually) in SAR *Estimated amount*
Hypothetical subscription of the investor		102,300,000.00
<b>Subscription Fee</b>	2.00%	(2,000,000.00)
VAT applied to subscription fees	15.00%	(300,000.00)
Net value of the investor's units after deducting the subscription fees		100,000,000.00
Hypothetical return + Value of investor's units	5.00%	105,000,000.00
Dealing fees	0.00%	(0.00)
Custody fees	0.023%	(24,150.00)
Remuneration of the independent board members	0.008%	(8,000.00)
Auditor fees	0.04%	(42,136.00)
Remuneration of the Shariah Committee	0.011%	(11,500.00)
Zakat and Tax Declarations Preparation Fees	0.022%	(23,000.00)
Capital Market Authority Fees	0.007%	(7,500.00)
Fees for Publishing the Fund's information on Tadawul's website	0.005%	(5,750.00)
Data processing and operational expenses of the Fund	0.023%	(24,150.00)
<b>Net value of the Investor's Units after deducting the above fees and expenses (including VAT, where applicable) and before deducting management fees</b>	<b>0.139%</b>	<b>104,853,814.00</b>
Management fees	1.00%	(1,048,538.14)
VAT applied to management fees	15.00%	(157,280.72)
Total Fees and Expenses (including VAT, if any)	1.29 %	(1,352,004.86)
<b>Net Value of the Investor's Units</b>		<b>103,647,995.14</b>

## 10) Valuation and Pricing

### a. Valuation of Fund Assets

- In the case of investing in investment traded funds, the total value of the Fund's assets is calculated based on the last closing prices of the investment units owned by the Fund on the Valuation Day.
- Investments in untraded investment funds will be valued based on the latest unit price declared by the investee Fund.
- Units of the funds that have been subscribed to through IPOs will be valued in the period between subscription and trading of securities based on the subscription price.



**b. Frequency of valuation and number of valuation points**

The Fund's assets are valued after the end of dealings on the following Saudi business day of the Dealing Day. In case the valuation is not possible on the Valuation Day, the valuation will be carried out on the next business day in KSA at the same value of the Fund's assets on the day which the valuation was not possible.

**c. Actions to be taken in case of mis-valuation or mis-pricing**

In the event of incorrect valuation or mispricing of any asset of the Fund or in case of calculations errors to the unit price, the Fund Manager and Operator shall:

- The fund operator must record each instance where an asset of the public fund is valued incorrectly or the price of a unit is calculated incorrectly.
- The fund operator must compensate all harmed unitholders (including former unitholders) as soon as reasonably practicable for all valuation or pricing errors.
- The fund manager must immediately report to the Authority any valuation or pricing error of (0.5%) or more of the price of a unit and disclose it immediately on its website and any other website available to the public according to the controls set out by the Authority and in the public fund's reports prepared in accordance to articles (76) of Investment Funds Regulations.
- The fund manager, in its reports to the Authority pursuant to Article (77) of Investment Funds Regulations., must provide a summary of all valuation and pricing errors (If any).

**d. Method for calculating the unit price**

The Unit price will be calculated using the total value of the Fund's assets mentioned above in subparagraph (a) of paragraph (10) "Valuation and Pricing", 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 expenses due; then, divide 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 deducted on the valuation day.
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:

- $\text{Net Asset Value of the Fund} = (\text{Total Asset Value} - \text{Fixed Fees and Actual Operating Expenses}) - (\text{Management Fees})$ .

**e. The publication time and place of the unit price, and its frequency**

The Unit price shall be announced on the Business Day following the relevant Valuation Day on the Fund Manager's website: [www.alahlicapital.com](http://www.alahlicapital.com) and on Tadawul website: [www.Tadawul.com.sa](http://www.Tadawul.com.sa) and any other website available to the public according to the controls set out by the Authority.

## 11) Dealings

**a. Details of the initial offer and unit price**

The Fund will accept subscription requests on 17/08/1445H. corresponding to 27/02/2024G., it will be offered for (60) days ending in 18/11/1445H. corresponding to 26/05/2024G. The Fund Manager reserves the right to start prior to this date if the minimum amount equivalent to SAR (1,000,000) required for conducting operations of the Fund is collected. Unit price at initial offer is SAR 10.



**b. Date and deadline for submission of requests for subscription, redemption and the responsibilities of the fund manager and operator in relation to these requests**

- **Fund Manager and Operator responsibilities in relation to subscriptions and redemption requests:**
  - Subscription and Redemption Requests may be submitted on every 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.
  - The Operator shall execute the subscription and redemption requests and pays the redemption proceeds in accordance with the terms and conditions of the Fund, in a manner not inconsistent with the Investment Funds Regulations.
- **Subscriptions requests:**

All Subscriptions payable in SAR must be made no later than 12:00 p.m. on the target Dealing Day in order to commence participation in the Fund from the Dealing Day that subscribed in. Where subscriptions are received after 12:00 p.m. or if the target Dealing Day falls on official holiday for banks and Capital Market institutions in KSA, such subscriptions will be processed on the next Dealing Day.
- **Redemption requests:**

Redemption may be made on any Dealing Day provided through Fund Manager branches or any alternative channels (websites or phone) at or before 12:00 p.m. on the target Dealing Day. Redemption applications received after 12:00 p.m. or if the target Dealing Day falls in official holiday for banks and capital market institutions in KSA, such redemptions will be processed on the next Dealing Day.

**c. Subscription, redemption and ownership transfer procedures and the period between request for redemption and payment of redemption proceeds**

- **Subscription procedures:**

When subscribing to a Fund, the client signs the Subscription Form, and the Fund's Terms and Conditions through one of the branches. 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 a valid personal identification such as the 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 procedures:**

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 card if he/she wishes to redeem through branches. The Unitholder must also determine whether he/she wishes to recover the value of his/her 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 Valuation Day without any liability to be assumed by the Fund Manager. The Investor then must file a new redemption request to be executed on the next Valuation Day. If the redemption request, upon receipt, will result in the Unitholder's investment being below the minimum holding as defined in these Terms and Conditions, then the full invested amounts will, without prior notice, be redeemed and transferred to the Unitholder's account.
- **Redemption by Fund Manager:**

The Fund Manager reserves the right to redeem units sold to any investor in full or in part, with notice to the investor later if he believes that such subscription may result in a violation of CMA regulations and / or other applicable regulations and / or Terms and Conditions of the Fund without holding the Fund Manager liable.



- **The period between the redemption request and the payment of redemption proceeds:**  
Redemption proceeds shall be available to the unitholder by no later than the close of the fifth Saudi business day following the valuation point (Dealing Day) at which the redemption price is determined.
  - **Transfers between two funds:**  
A transfer between funds managed by SNB Capital Company 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 in subparagraph (b) from the main paragraph (11) "Dealings", and then the subscription process is done according to the "Subscription Requests" form of the other Fund. Upon request of the transfer, the Investor must fill in the transfer form and submit it to the customer service representative in the branch accompanied by his/her personal identification, or transfer through alternative channels.
- d. Restrictions on dealing in units of the fund**  
The Fund Manager and the operator shall comply with the provisions of the Investment Funds Regulations and with these Terms and Conditions when executing subscription and redemption requests.
- e. Circumstances in which dealing in units may be deferred or suspended, and the procedures followed in those 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:**
    - The fund manager must suspend the subscription and redemption of units if the Authority orders any such suspension.
    - If the fund manager reasonably believes that any such suspension is in the best interests of the unitholders in the fund.
    - If there has been a suspension of dealing on the principal market in which the securities or other assets held by the fund are dealt, either in general or in relation to assets of the fund which the fund manager reasonably believes to be material to the net asset value of the public fund.
  - **Procedures to be taken by the Fund Manager in case of suspension of dealing in the fund's units:**
    - Ensure that any suspension continues only for as long as it is necessary and justified having regard to the best interests of the unitholders.
    - Review the suspension on a regular basis and shall consult with the fund's board of directors, the custodian and the fund operator on a regular basis regarding that.
    - Notify both the Authority and the unitholders immediately of any suspension, and give the reasons for the suspension, and shall similarly notify both the Authority and the unitholders as soon as the suspension ends and disclose it on its website and any other website available to the public according to the controls set out by the Authority.
    - The Authority shall have the power to lift such suspension if the Authority believes that to do so is in the best interests of unitholders.
  - **Rejection of Subscription Requests:**  
The Fund Manager may reject any request to subscribe in the Fund if such subscription would violate CMA 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 current Unitholders.



**f. 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 (66) "Deferring Redemption" of the Investment Funds Regulations.

**g. Provisions governing the transfer the ownership 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.

**h. Minimum ownership**

- **Minimum Subscription includes subscription through the Individual Savings Program (ISP) and through the (Robo Advisor) program: SAR 100.**
- **Minimum Additional Subscription includes additional subscription through the Individual Savings Program (ISP) and through the (Robo Advisor) program: SAR 10.**
- **Minimum Redemption: SAR 10.**

**i. The minimum amount that the Fund Manager intends to raise, and the actions to be taken in case of not reaching that minimum**

The minimum amount required for conducting operations of the Fund is set to be SAR (1,000,000). In case of failure to raise such minimum amount during the offering period, the Fund Manager shall return to the Unitholders the subscription amounts and any investment proceeds without any deduction.

## 12) Distribution Policy

**a. Policy of distribution of income and gains**

The Fund does not distribute periodic profits to the Unitholders.

## 13) Reporting to Unitholders

**a. Information related to the financial reports**

- The fund manager must publish the quarter statement in accordance with the requirements of Annex (4) of the Investment Funds Regulations within a period not exceeding (10) days from the end of such quarter, in such locations and by such means as specified in the Fund's Terms and Conditions as well as on the fund manager's website and the Exchange's website or any other website available to the public according to the controls set out by the Authority. Also, it must be provided to unitholders on request and without charge.
- The interim financial statements must be prepared and made available to the public within a period not exceeding (30) days from the end of the period to which the statements relate in such locations and by such means as specified in the Terms and Conditions, as well as in the fund manager website and the Exchange's website or any other website available to the public according to the controls set out by the Authority.
- The fund manager must prepare the annual reports that include (audited annual financial statement) in accordance with the requirements of Annex (3) of the Investment Funds Regulations. Also, it must be provided by the fund manager to unitholders on request and without charge. The annual reports must be made available to the public within (21) days from the Issuing reports of the fund(s) that it invests in, in such locations and by such means as specified in the Terms and Conditions as well as on the fund manager's website and the Exchange's website or any other website available to the public according to the controls set out by the Authority.
- The fund manager must make available for inspection by unitholders the current net asset value of the public funds to which it is fund manager free of charge, and all historical net asset value figures at the registered offices of the fund manager.



**b. Locations and means of making fund's reports available**

Annual reports of the Fund, including the financial statements, will be available on the Fund Manager's website: [www.alahlicapital.com](http://www.alahlicapital.com) and Tadawul's website: [www.Tadawul.com.sa](http://www.Tadawul.com.sa) or on any other website available to the public according to the controls set out by the Authority. Other notices, if any, are sent to the postal address and/or e-mail and/or as a SMS and/or by fax as indicated in the records of the Fund Manager.

**c. Means of making the fund's financial statement available**

The fund's audited annual financial statements shall be available to the unitholders and the potential unitholders free of charge on the Fund Manager's website: [www.alahlicapital.com](http://www.alahlicapital.com) and Tadawul's website: [www.Tadawul.com.sa](http://www.Tadawul.com.sa) or on any other website available to the public according to the controls set out by the Authority.

**d. The fund manager acknowledges providing the audited financial statements at the end of each financial year.**

**e. The fund's audited annual financial statements are available to the unitholders free of charge and upon request.**

#### 14) Unitholders Register

**a. Statement regarding the maintenance of an up-to-date register of unitholders in the kingdom**

The Fund Operator is responsible for preparing an updated unitholders Register in accordance with the requirements of the Investment Funds Regulations, and to be kept in the Kingdom of Saudi Arabia and treated with the utmost confidentiality. The unitholders Register of represents a conclusive evidence to proof the ownership of the units.

**b. Statement of details on the unitholders register**

The unitholder can obtain a summary of the register (which will include all the information only related to the unitholder) and in the means determined in Fund's Terms and Conditions.

#### 15) Meeting of Unitholders

**a. Circumstances in which a meeting of unitholders is called**

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

- Initiative by the Fund Manager.
- The fund manager must call for a meeting of unitholders within (10) days of receiving a written request from the custodian.
- The fund manager must call for a meeting of unitholders within (10) days of receiving a written request from the unitholder or unitholders own collectively or individually at least (25%) in value of the units in the fund.

**b. Procedures for calling a meeting of unitholders**

The Fund Manager abides by Article (75) "Meetings of Unitholders" of the Investment Funds Regulations. The fund manager shall call for a meeting of unitholders by announcing it on its website and any other website available to the public according to the controls set out by the Authority, and by sending a notice in writing to all unitholders and the custodian giving not less than (10) days' prior notice of the meeting and not more than (21) days' notice before the meeting. The announcement and notice must specify the date, place, time and agenda of the meeting and the resolutions proposed. The fund manager must at the same time as sending a notice to unitholders convening any meeting of unitholders also send a copy of any such notice to the Authority. The quorum required to conduct a meeting of the unitholders shall be a such number of unitholders own collectively at least (25%) in value of the units in the fund. If the quorum requirements are not met, the fund manager must call for a second meeting by announcing it on its website and any other website available to the public according to the controls set out by the Authority and shall send a notice in





writing to all unitholders and the custodian giving not less than (5) days' notice of the second meeting. The second meeting is considered valid regardless of the percentage of units represented in the meeting.

**c. The manner in which unitholders' cast their votes and their voting rights at meetings**

- **Voting Method:** Every unitholder may be entitled to appoint a proxy to represent such unitholder at a meeting of the unitholders. Every unitholder may be entitled to exercise one vote at the meeting of the unitholders for each unit which the unitholder holds as at the time of the meeting. The Fund Manager may conduct the unitholders meetings and its deliberations and voting on decisions through modern technology.
- **Voting rights in the unitholders meeting:** Each unitholder is entitled to exercise all rights associated with their units, including obtaining their approval for any changes that require their approval in accordance with the Investment Funds Regulations.

## 16) Unitholders' Rights

**a. A List of unitholders rights**

- Receive an updated copy of the Terms and Conditions of the Fund in Arabic free of charge.
- Receive the Fund's reports and data in accordance with paragraph (13) "Reporting to Unitholders" of the Fund's Terms and Conditions and in accordance with Article (76) "Reporting to Unitholders" of the Investment Funds Regulations.
- Notify the Unitholders of any fundamental and non-fundamental changes in the Terms and Conditions of the Fund. Also, send a summary of these changes before they become effective, depending on the change's nature, and the period specified in the Investment Funds Regulations.
- Obtain the unitholders consent through an Ordinary Fund Resolution on any fundamental changes to the Fund's Terms and Conditions.
- Managing the Fund's assets by the Fund Manager to the best interest of the unitholder in accordance with the Terms and Conditions of the Fund and the Investment Funds Regulations.
- Managing the Fund's business and the Investments of its participants by the Fund Manager 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 unitholder's 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 if the sharing of such information is in the interests of the unitholders.
- Receive an updated version of the Fund's Terms and Conditions on annual basis showing the actual fees and commissions of the Fund upon request.
- Notify the unitholders, in writing, of the Fund Manager desire to terminate the Fund at least (21) days prior to the intended date for terminating the fund, without prejudice to the Fund's Terms and Conditions.
- 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 fundamental or non-fundamental changes occur without imposing redemption fees.
- Any other relevant rights imposed by the CMA regulations and instructions applicable in the Kingdom of Saudi Arabia.

**b. Fund Manager's policy regarding voting rights associated to any assets of the fund**

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



## 17) 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 negligence, infringement or omission.
- Other than losing his\ her investment in the fund or part of it, the unitholder shall 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, 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, he/ she shall be subjected to such laws without any obligation on the Fund or the Fund Manager.

## 18) Units Characteristics

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

## 19) Changes to the Fund's Terms and Conditions

### a. Provisions governing changes to the fund's terms and conditions, including any approvals and notification

The Fund Manager shall comply with the provisions of the Investment Funds Regulations related to changes to the terms and conditions of the public funds. Those changes are divided into two main changes, namely fundamental changes, and non-fundamental changes.

#### • **Fundamental Changes:**

- The fund manager must obtain the consent of the unitholders in the fund to the proposed fundamental change by way of an ordinary fund resolution.
- The fund manager, having obtained the approval of the must obtain the consent of the Authority and ensures the approval of Shariah committee to the proposed fundamental change.
- The fund manager must obtain the fund board approval before carrying out any fundamental change.

"Fundamental Change" means:

1. A change which significantly changes the purposes, nature or class of the fund.
2. A change which alters the risk profile of the public fund.
3. The voluntary withdrawal of the fund manager from its position as the fund manager.
4. Any other instances determined by the Authority from time to time and reported to the fund manager.

#### • **Non-fundamental Changes:**

- The fund manager must notify the Authority and unitholders, and disclose on its website and any other website available to the public according to the controls set out by the Authority regarding any non-fundamental changes in the fund (10) days before the change becomes effective.
- The fund manager must obtain the fund board approval before carrying out any non-fundamental change.

"Non-fundamental Change" means:

1. Any change, excluding Article (62) provisions of the Investment Fund Regulations.



**b. Procedures to be employed on notifying changes to the fund's terms and conditions**

- The fund manager must send a notification to the unitholders and disclose the details of the Fundamental Changes on its website and on any other website available to the public according to the controls set out by the Authority (10) days before the change becomes effective.
- The fund manager must send a notification to the CMA and unitholders and disclose the details of the Non-Fundamental Changes on its website and on any other website available to the public according to the controls set out by the Authority (10) days before the change becomes effective.
- Details of all Fundamental Changes and Non-Fundamental Changes must be included in the next fund report prepared by the fund manager pursuant to Article (76) of Investment Fund Regulations.
- The unitholders have the right to redeem their units before any fundamental or non-fundamental change takes effect without imposing any redemption fees (if any).

**20) Termination of the Fund**

**a. Events of which will result in the termination of the investment fund**

- The Fund Manager's desire to discontinue and terminate the Fund.
- If the Fund Manager believes that the value of the Fund's assets is not sufficient for continuing operation of the Fund.
- Any other reasons of circumstances under the Investment Funds Regulations.
- Any changes to the laws and regulations that governing operations of the Fund.

**b. Procedures to terminate the fund under the article (22) of the Investment Funds Regulations**

- For the purpose of terminating a fund, the fund manager must prepare a plan and procedures for the termination of the fund consistent with the unitholders interests and must obtain the fund board of directors' approval on such plan and procedures prior to carrying out any procedure in this regard.
- The fund manager must notify the Authority and the unitholders, in writing, of the details of the plan and procedures for the fund termination at least (21) days prior to the intended date for terminating the fund, without prejudice to the Fund's Terms and Conditions.
- The fund manager must notify the Authority and unitholders, in writing, regarding the fund's termination within (10) days from the end of the fund term in accordance with the requirements in Paragraph (d) of Annex (10) of the Investment Funds Regulations.
- The fund manager must treat all unitholders equally during the fund termination process.
- The gradual sale of the fund's assets.
- The fund manager must immediately upon the end of fund term distribute the dues of the unitholders among them, without delay and in a manner that does not conflict with the interest of unitholders and the Fund's Terms and Conditions.
- Notify the parties contractually related to the fund of the termination of the fund.
- Remove the fund's information from the fund manager's website and the market's website (Tadawul).
- The fund manager must disclose, on its website and the Exchange's website or any other website available to the public according to the controls set out by the Authority, regarding end of term of the fund.
- The fund manager must provide the unitholders with the fund termination report, in accordance with the requirements of Annex (14) of the Investment Funds Regulations within a period not exceeding (70) days from the date of completion of its termination, including the final audited financial statements of the fund for the period subsequent to the last annual audited financial statements.
- The Fund Manager will comply with the requirements and procedures for termination of the Fund in accordance with the Investment Funds Regulations, including the mechanism and timing of concluding the sale of assets and distributing the investment proceeds to the Unitholders, in addition to taking all necessary approvals, reporting developments and disclosing any relevant reports.

**c. If the fund is terminated, the fund manager may not take any fees deducted from the fund's assets.**



## 21) Fund Manager

### a. Fund Manager's name, responsibilities and duties

- **Fund Manager name:**  
SNB Capital Company (SNB Capital).
  
- **Responsibilities and duties of the Fund Manager:**
  - The fund manager shall comply with all bylaws and regulations issued by CMA Board in addition to the applicable instructions in the Kingdom in relation to the investment fund and in accordance with the requirements of Investment Funds Regulations and the Capital Market Institutions Regulations including the fiduciary duty towards unitholders, which includes the duty to act in the best interests of the unitholders and duty to exercise all reasonable care and skill.
  - The fund manager shall have the primary responsibility for compliance with the Investment Funds Regulations, whether it directly performs its responsibilities and duties or delegated them to an external party under the Investment Funds Regulations and the Capital Market Institutions Regulations. The fund manager shall be responsible toward unitholders for losses incurred by the investment fund, which are caused by, fraud, negligence, misconduct or willful default of the fund manager.
  - The fund manager must develop policies and procedures that detect risks effecting the fund's investments and ensure treatment of these risks as soon as possible. These policies and procedures must include conducting risks assessment, at least, once a year.
  - The fund manager must implement a compliance monitoring program for every fund under its management. The fund manager must provide the Authority with the results of the implementation of the program upon its request.
  - The fund manager shall submit the information declaration to the Zakat, Tax and Customs Authority within (120) days from the end of the Fund's fiscal year.
  - The fund manager shall submit the fund's financial reports and financial statements to the Zakat, Tax and Customs Authority.
  - The fund manager shall submit the required data to the Zakat, Tax and Customs Authority according to their used mechanism.
  - The fund manager shall disclose the required information by the Zakat, Tax and Customs Authority to the unitholders in the fund's financial statements.
  - The fund manager is committed to provide the Zakat, Tax and Customs Authority with all reports and requirements regarding zakat declarations and any information requested by the Zakat, Tax and Customs Authority for the purposes of examining and reviewing the fund manager's declarations. The fund manager will also provide the unitholder (Tax payer) with zakat declarations upon request in accordance to the Zakat Collection Rules for Investing in Investment Funds which issued by the Zakat, Tax and Customs Authority. The investors (Tax payers) are subject to the provisions of that rules - who own investment units in the Fund - and they are required to calculate and pay Zakat on their investments. The Rules for Collecting Zakat from Investing in the Investment Funds which issued by the Zakat, Tax and Customs Authority, can be viewed through the Zakat, Tax and Customs Authority website.

### b. Authority authorization number and date

License no. (06046-37) dated 10 Jumada al-Akhirah 1428 H corresponding to June 25, 2007 G.

### c. Fund Manager's address

King Saudi Road, P.O Box 22216, Riyadh 11495, Kingdom of Saudi Arabia.

Tel: +966920000232

Fax: +966114060049

### d. The Fund Manager's website and any website, related to the Fund Manager, contain information on the fund

- Fund Manager's Website: [www.alahlicapital.com](http://www.alahlicapital.com).
- Tadawul Website: [www.tadawul.com.sa](http://www.tadawul.com.sa).



**e. Paid up capital to the Fund Manager:**

SNB Capital Company is a Saudi Joint Stock Closed Company with a paid-up capital of SAR 1.5 billion.

**f. Summary of the Fund Manager's financial information in the preceding fiscal year (in thousands of Saudi Riyals)**

Item	fiscal year ended on December 2023
Total Operating Income	2,547,329
Total Operating Expenses	(547,902)
Total Operating Profit	1,999,427
Zakat	(67,793)
<b>Net Profit</b>	<b>1,646,187</b>

**g. Primary roles, responsibilities and duties of the fund manager**

- The fund manager must act for the benefit of unitholders in accordance with the Investment Funds Regulations, the Capital Market Institutions Regulations and the Fund's Terms and Conditions.
- With respect to the investment funds, fund manager's responsibilities shall include:
  1. Fund management for the benefit of unitholders in accordance with the Fund's Terms and Conditions.
  2. Offering of fund units.
  3. Ensuring the accuracy of the Fund's Terms and Conditions, and verify that the terms and conditions are complete, clear, accurate, and not misleading.
- The fund manager must prepare an annual report that includes an assessment of the performance and quality of services provided by the parties involved in providing material services to the fund - including the custodian- and the fund manager must submit this report to the fund's board of directors.
- The fund manager must prepare an annual report that includes all complaints and actions taken towards them. The fund manager must submit this report to the fund's board of directors.

**h. Other business activities or interests of the Fund Manager that are of significance or could potentially conflict with those of the fund**

The Fund Manager and other SNB 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 himself 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 Terms and Conditions, no other business activity or interest important to the Fund Manager is likely to conflict with the interests of the Fund.

The Fund may enter into transactions with the Fund Manager, parties related to SNB Capital Company, or entities within the Saudi National Bank Group. For example, the Fund may purchase units from investment funds managed by the same Fund Manager or parties related to SNB Capital Company. The Fund may also participate in initial or secondary public offerings whereas the fund manager is responsible for the primary roles related to the offerings, such as the Lead Manager, Financial Advisor, Global Coordinator, Underwriter and/or Bookrunner.

**i. Right of the Fund Manager to appoint a Fund Sub-Manager**

The fund manager may delegate one or more third parties or affiliates as a fund sub-manager. The remuneration of any fund sub-manager must be paid by the fund manager out of its own resources.



**j. Provisions governing the removal/replacement of the Fund Manager**

- a. The Authority shall have the power to remove a fund manager in relation to a particular investment fund and to take any action it deems appropriate to appoint a replacement fund manager for that investment fund or to take any other measures it deems necessary in the event of:
  1. The fund manager ceasing to carry out managing investments and operating funds activity or managing investments activity without notification to the Authority under the Capital Market Institutions Regulations;
  2. The cancellation, withdrawal or suspension by the Authority of the fund manager's authorization(s) to carry out managing investments and operating funds activity or managing investments activity under the Capital Market Institutions Regulations;
  3. A request by the fund manager to the Authority to cancel its relevant authorization to carry out managing investments and operating funds activity or managing investments activity;
  4. The Authority believing that the fund manager has failed, in a manner which the Authority considers material, to comply with the Capital Market Law or its Implementing Regulations;
  5. The death, incapacity or resignation of a portfolio manager who manages the assets of the investment fund, if no other registered person employed by the fund manager can manage the assets of the relevant investment fund or the assets of the funds managed by the portfolio manager;
  6. Any other event determined by the Authority on reasonable grounds to be of sufficient material.
- b. Notice of any event described in sub-paragraph (5) of paragraph (a) above must be provided by the fund manager to the Authority within (2) days from the date of its occurrence.
- c. Upon removal of the fund manager in accordance with the cases stipulated in sub-paragraphs (1-6) of paragraph (a) above, the Authority shall direct the removed fund manager to call for a unitholders meeting within (15) days from the date of the Authority's removal decision, in order to appoint the custodian or other party, through an ordinary fund resolution, to find and negotiate with a replacement fund manager and specify the time limit for finding and negotiation.
- d. The fund manager must notify the Authority of the results of the unitholders meeting within (2) days of its convening date.
- e. The fund manager must cooperate and provide the custodian or the party assigned to find and negotiate any documents required by it for the purpose of appointing a replacement fund manager within (10) days from the date of the request, and both parties must maintain the confidentiality of the information.
- f. The fund manager must, upon approval of the replacement fund manager to manage the fund and transfer of the fund management to it, send a written consent of the replacement fund manager to the Authority as soon as it is received.
- g. If the Authority exercises any of its powers pursuant to paragraph (a) above, the relevant fund manager shall co-operate fully in order to help facilitate a smooth transfer of responsibilities to the replacement fund manager during the initial (60) days period after the appointment of the replacement fund manager. The fund manager shall where necessary and applicable and at the discretion of the Authority, novate all of the contracts relating to the relevant investment fund to which it is a party to the replacement fund manager.
- h. In case a replacement fund manager has not been appointed within the time limit for finding and negotiation with the replacement fund manager referred to in paragraphs (c) above, the unitholders are entitled to request the liquidation of the fund through a special fund resolution.

**22) Fund Operator**

- a. Fund Operator's name**  
SNB Capital Company.

- b. Authority authorization number and date**  
License no. (06046-37) dated 10 Jumada Al Akhirah 1428 H Corresponding to June 25, 2007 G.



**c. Fund Operator's address**

King Saudi Road, P.O Box 22216, Riyadh 11495, Kingdom of Saudi Arabia.  
Tel: +966920000232  
Fax: +966114060049

**d. Primary roles of the Fund Operator**

- The fund operator shall be responsible for operating the fund.
- The fund operator must maintain the books and records related to the operation of the fund.
- The fund operator must establish and update a register of unitholders and must maintain it in the Kingdom in accordance with Investment Funds Regulations.
- The fund operator must process requests for subscriptions, redemption and transfer as stipulated in Fund's Terms and Conditions.
- The fund operator shall be responsible for valuing the assets of the fund. In so doing, the fund operator shall conduct a full and fair valuation as per paragraph (10) of these Terms and Conditions.

**e. The Fund Operator's right to appoint a Sub-Fund Operator**

The fund operator may delegate one or more third parties or affiliates as a fund sub-operator.

**f. Functions to which the Operator has delegated to a third party**

The fund operator may delegate one or more third parties or affiliates as a fund sub-operator.

**23) Custodian**

**a. Custodian's name**

AlBilad Investment Company.

**b. Authority authorization number and date**

License no. (08100-37) dated 1 Sha'ban 1428 H corresponding to 14 August 2007 G.

**c. Custodian's address**

King Fahad Road, P.O. Box 140, Riyadh 11411, Kingdom of Saudi Arabia.  
Tel: +966 92000 3636  
Fax: +966112906299  
Website: [www.albilad-capital.com](http://www.albilad-capital.com).

**d. Primary roles and function of the Custodian**

- Notwithstanding the delegation by a custodian to one or more third parties under the provisions of the Investment Funds Regulations or the Capital Market Institutions Regulations, the custodian shall remain fully responsible for compliance with its responsibilities in accordance to the provisions of Investment Funds Regulations.
- The custodian shall be held responsible to the fund manager and unitholders for any losses caused to the investment fund due to the custodian fraud, negligence, misconduct or willful default.
- The custodian shall be responsible for taking custody and protecting the fund's assets on behalf of unitholders, and taking all necessary administrative measures in relation to the custody of the fund's assets.

**e. The Custodian's right to appoint a Sub-Custodian**

The custodian may delegate one or more third parties or affiliates as a fund sub-custodian. The remuneration of the fund sub-custodian shall be paid by the custodian out of its own resources.

**f. Functions to which the Custodian has delegated to a third party**

The Custodian provides custody services and is responsible for sale and purchase processes, monitoring procedures of the companies, money transfer and exchange. The Custodian of the Fund (AlBilad Capital)



has assigned a third party, Standard Chartered Co., to provide international custody services for dealings conducted abroad. The sub-custodian shall provide the above services with regard to international dealings.

**g. Provisions governing the removal/replacement of the Custodian**

- The Authority shall have the power to remove the custodian which was appointed by the fund manager of an investment fund and take any other measures it deems necessary, as appropriate, in the event of:
  1. The custodian ceasing to carry out custody activity without notification to the Authority under the Capital Market Institutions Regulations.
  2. The cancellation or suspension by the Authority of the custodian's relevant authorization to carry out custody activity.
  3. A request by the custodian to the Authority to cancel its authorization to carry out custody activity.
  4. The Authority believing that the custodian has failed, in a manner which the Authority considers material, to comply with the Capital Market Law or its Implementing Regulations.
  5. Any other event determined by the Authority - based on reasonable grounds- to be of sufficient significance.
- The custodian appointed by the fund manager may be subject to removal by written notice by the fund manager upon the fund manager forming the reasonable opinion that the removal is for the interest of the unitholders, the fund manager shall notify the Authority and the unitholders in writing immediately.

**24) Fund Board**

**a. Names of Fund Board members**

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:

- Mohammed AlSaggaf Chairman - Non-Independent Member
- Lloyd Kawara Non-Independent Member
- Dr. Basmah Al-Tuwaijri Independent Member
- Nasser AlDegaiether Independent Member

**b. A Brief about the Fund Board members' qualifications**

- **Mohammed AlSaggaf (Chairman - Non-Independent Member)**  
He currently serves as Head of Wealth Management at SNB Capital. He has 25 years of experience in the banking and financial institutions sector. AlSaggaf joined SNB Capital in 1994 in the Retail Banking Services Department and then, in 2004, he joined the Investment Department. He was also member of the establishment team of SNB Capital Company in 2007 as Head of the Elite Clients and Individuals for the Central Region. During the period serving as head of the Department, AlSaggaf held several positions as a member and chairman of some internal committees and in board of directors of investment funds before assuming the position of Head of Wealth Management Department in 2021.
- **Lloyd Kawara (Non-Independent Member)**  
Chief Risk Officer at SNB Capital and he was hired as Vice President of Market Risk at SNB 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 Riyadh 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).





- **Dr. Basmah Al-Tuwaijri (Independent Member)**  
Retired from academic work at King Saud University, independent researcher, member of the Financial Sector and Finance Committee in the Riyadh Chamber, a Member in the SBWA - Saudi Business Women Association (A private association), member of the supervisory board of the Think Tank Forum. Dr. Basmah worked as a faculty member in the Finance Department of the College of Business Administration in King Saudi University for more than (20); during which, she taught different courses in the topics of corporate finance, investment, portfolio management and financial 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 holds a PhD in finance from King Saud University. She has several publications in the field of corporate governance and financial markets.
- **Nasser AlDegaiher (Independent Member)**  
Deputy Governor for shared services at the General Authority of foreign Trade. (GAFT). More than (20) years' experience and heads the Audit Committee at JADA Fund of Funds Company (PIF owned), an independent member of the Audit Committee of Saudi Real Estate Construction Company - (TAMEAR), and an independent Audit Committee of Al Rashid industrial company. He held several executive and managerial positions at the Ministry of Defense, Capital Market Authority (CMA), PricewaterhouseCoopers (PWC). Joined secondment in U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, HARVARD Business School, and New York Institute of finance. He holds an MBA from University of South Florida, BSc in Accounting from King Fahd University of Petroleum and Minerals (KFUPM), Certified Fraud Examiner, and Certified Anti-money Laundering Specialist.

### c. Roles and responsibilities of the Fund Board members

Fund board of directors' responsibilities include, but are not limited to, the following:

1. Approving material contracts, decisions and reports involving the fund.
2. Approving a written policy in regards to the voting rights related to the fund's assets.
3. Overseeing and, where appropriate, approving or ratifying any conflicts of interest the fund manager has identified in accordance with the Investment Funds Regulations.
4. Meeting at least twice annually with the fund manager's compliance committee or its compliance officer to review the fund manager's compliance with all applicable rules, laws and regulations.
5. Approving all changes stipulated in Articles (62) and (63) of the Investment Funds Regulations before the fund manager obtains the approval or notification of the unitholders and the Authority (as applicable).
6. Confirming the completeness and accuracy (complete, clear, accurate, and not misleading), and compliance with the Investment Funds Regulations, of the Terms and Conditions and of any other document, contractual or otherwise, that includes disclosures relating to the fund and/or the fund manager and its conduct of the fund.
7. Ensuring that the fund manager carries out its obligations in the best interests of the unitholders, in accordance with the Investment Funds Regulations and the Fund's Terms and Conditions.
8. Reviewing the report that includes assessment of the performance and quality of services provided by the parties involved in providing significant services to the fund referred to in Paragraph (I) of Article (9) of the Investment Funds Regulations, in order to ensure that the fund manager fulfils his responsibilities in the interest of unitholders in accordance with the Fund's Terms and Conditions and the provisions stipulated in the Investment Funds Regulations.
9. Assessing the mechanism of the fund manager's handling of the risks related to the fund's assets in accordance with the fund manager's policies and procedures that detect the fund's risks and how to treat such risks.
10. Having a fiduciary duty to unitholders, including a duty to act in good faith, a duty to act in the best interests of the unitholders and a duty to exercise all reasonable care and skill.



11. Approving the appointment of the external Auditor nominated by the Fund Manager.
12. Taking minutes of meetings that provide all deliberations and facts of the meetings and the decisions taken by the fund's board of director.
13. Reviewing the report containing all complaints and the measures taken regarding them referred to in Paragraph (m) of Article (9) of the Investment Funds Regulations, in order to ensure that the fund manager carries out his responsibilities in a way that serves the interest of unitholders in accordance with the Fund's Terms and Conditions and what contained in the Investment Funds Regulation.

**d. Remuneration of Fund Board members**

The Fund shall be charged with remuneration for the Board's services. Each Independent Board Member shall receive 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 (9) "Fees, Charges and Expenses" of this Terms and Conditions.

**e. Conflict of interest or potential conflict between the Fund 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 Terms and Conditions, 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. Table showing all the funds boards that the relevant Board member is participating in**

Fund/Board Member	Mohammed AlSaggaf	Lloyd Kawara	Dr. Basmah Al-Tuwajiri	Nasser AlDegaiter
SNB Capital Saudi Riyal Trade Fund	✓	✓	✓	✓
SNB Capital Sadaqqat Fund	✓	✓	✓	✓
SNB Capital Diversified Saudi Riyal Fund	✓	✓	✓	✓
SNB Capital Multi-Asset Conservative Fund	✓	✓	✓	✓
SNB Capital Multi-Asset Income Plus Fund	✓	✓	✓	✓
SNB Capital Multi-Asset Moderate Fund	✓	✓	✓	✓
SNB Capital Multi-Asset Growth Fund	✓	✓	✓	✓
SNB Capital Multi-Asset Conservative Fund Saudi Riyal	✓	✓	✓	✓
SNB Capital Multi-Asset Moderate Fund Saudi Riyal	✓	✓	✓	✓
SNB Capital Multi-Asset Growth Fund Saudi Riyal	✓	✓	✓	✓
SNB Capital International Trade Fund	✓	✓	✓	✓
SNB Capital Diversified USD Fund	✓	✓	✓	✓
SNB Capital Global Sukuk Fund	✓	✓	✓	✓



Fund/Board Member	Mohammed AlSaggaf	Lloyd Kawara	Dr. Basmah Al-Tuwajiri	Nasser AlDegaither
SNB Capital - King Saud University Waqf Fund	✓	✓	✓	✓
AlAhli SEDCO Residential Development Fund	✓			
AlAhli REIT Fund (1)	✓			
AlAhli Makkah Hospitality Fund	✓			
SNB Capital Tier One Sukuk Fund III	✓			
SNB Capital Real Estate Income Fund	✓			
SNB Capital Danat AlJanob Real Estate Fund	✓			
SNB Capital AlJawharah Real Estate Fund	✓			
SNB Capital AlJawharah Real Estate Fund II	✓			
SNB Capital Logistic Fund	✓			
Nusaned Fund II	✓			
SNB Capital Real Estate Fund	✓			

## 25) Shariah Committee

### a. Names and qualifications of the Shariah Committee members

- Prof. Saad bin Nasser Al-Shithri (Chairman)**  
 He holds a Ph.D. degree from the college of Sharia at Imam Muhammad ibn Saud Islamic University. He has authored works on jurisprudence and its fundamentals and has contributed to various conferences, symposiums, research papers, and publications. Additionally, he is a member in several academic committees.
- Dr. Muhammad bin Ali Elgari (Vice President)**  
 Previous professor in the Department of Islamic Economics at the College of Administration and Economics, at King Abdulaziz University, and a member of the Board of Trustees and the Sharia Council of the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI), and an expert in the Islamic Fiqh Assembly affiliated with the Organization of Islamic Cooperation, and a member of several Sharia committees in financial institutions, his eminence holds a Ph.D. in Economics from the University of California, USA, and has contributions to several conferences, symposiums, research, and publications in contemporary financial transactions.
- Dr. Salman bin Saleh Al-Dakhayyal (Member)**  
 Associate Professor in the Department of Comparative Jurisprudence at The High Judicial Institute, holds a Ph.D. in Jurisprudence from the College of Sharia in Riyadh. He has several peer-reviewed research papers and studies, contributions to several Islamic conferences, symposiums, as well as being a member in various scholarly committees, in addition to being a member of various scholarly committees.



**b. Roles and responsibilities of Shariah Committee**

- Reviewing the Fund's offering documents, including the Terms and Conditions of the Fund, and approving any subsequent amendments;
- Preparing the Shariah guidelines to be followed by the Fund's Investments;
- Meeting as required to discuss issues related to the Fund;
- Responding to the inquiries coming from the Fund Manager regarding the Fund's investments, activities or investment structure, and compliance with Shariah guidelines;
- Supervising and monitoring the activities of the Fund to ensure compliance with Shariah guidelines or delegating that responsibility to another party;
- Delegating some or one of its members to perform some or all of the roles required of the Committee.

**c. Shariah Committee remuneration**

The Fund will bear the Shariah services fees in an amount of SAR 10,000 annually. The Shariah advisory fees, if any, will be charged separately.

**d. Shariah guidelines**

The fund manager is required to ensure that all the investments and investment strategies meet the Shariah guidelines issued by the Shariah Committee. If the fund manager wishes to enter into a transaction that is not permissible by the Shariah guidelines issued by the Shariah Committee, he is required to obtain an approval in an independent decision from the Shariah Committee.

**• Sharia Controls for Stock Funds and Exchange Traded Funds (ETFs)**

First: There is no objection to investing in the shares of companies whose activities are permissible, such as cement companies, transportation companies, telecommunications companies, and the like.

Second: It is not permissible to invest in shares of companies whose activities are prohibited. Such as conventional banks, alcohol, tobacco, pork, gambling, and the like.

Third: It is not permissible to invest in shares of insurance companies unless they have a Shariah committee that supervises their work.

Fourth: It is permissible to invest in shares of companies whose activities are permissible and whose activities are sometimes prohibited, provided that the following controls are adhered to:

- A) The total of the company's forbidden usurious interest deposits shall not exceed (33%) of the total value of the company's assets or its total market value: whichever is higher.
- b) The total borrowing of the company with forbidden usurious interest shall not exceed (33%) of the total value of the company's assets or its total market value: whichever is higher.
- c) The income that is not in accordance with the Shariah guidelines from various sources shall not exceed (5%) of the total income of the company, whether the source of income is from usury or from other sources.
- d) To dispose of the prohibited income.

These controls do not mean that it is permissible to invest, generate income, or lend in a prohibited manner.

Fifth: The compliance of the joint-stock companies' lists with the controls of the Shariah Investment Committee must be verified periodically, such as quarterly or semi-annually.

Sixth: It is necessary to get rid of the prohibited income resulting from investing in the shares of companies whose activities are permissible and sometimes deal in prohibited ways.

Seventh: The shares of a company whose Shariah classification has changed and which is no longer in compliance with the Shariah Committee's controls must be disposed of within (90) days of this change. If the company's interest-bearing loans exceed (33%) of its market value by a small amount, there is no objection to keeping its shares while adhering to the following controls:

- a) Obtaining the approval of the Shariah Committee to retain the shares in question.
- b) Investments in the company's shares should not exceed the current shares; no new shares should be purchased.
- c) Disposing of the prohibited income.



- **Shariah guidelines for Real Estate Investment Trusts (REITs)**  
There is no objection to investing in real estate investment trusts funds according to the Ideal Ratings Global Index for Shariah-compliant real estate investment trusts funds.
- **Shariah guidelines for Project Finance Funds**
  - The project’s activity must be permissible.
  - If the fund includes financing, it must be restricted to financing that is compatible with the controls of the Shariah Committee.
  - If the fund includes investment of surplus cash, it must be restricted to investments that are compatible with the controls of the Shariah Committee.
- **Shariah guidelines for Gold Funds**
  1. Adherence to the Shariah guidelines of the exchange contract.
  2. Verification of ownership of gold and its receipt in a manner that is considered Shariah-compliant.
  3. The fund must be under the supervision of a Shariah Committee.
- **Shariah guidelines for Cash Funds**
  1. Murabaha contracts must be in compliance with the controls of the Shariah Committee.
  2. Investment certificates must be in compliance with the controls of the Shariah Committee.
  3. Trade transactions must be in compliance with the controls of the Shariah Committee.
- **Ruling on Dealing with Financial Derivatives**

First: It is not permissible to deal in futures contracts in their conventional form.  
Second: It is not permissible to deal in options contracts in their conventional form.  
Third: It is not permissible to deal in swap contracts in their conventional form.  
Fourth: It is not permissible to deal in forward contracts in their conventional form.  
Fifth: It is not permissible to deal in preferred shares.
- **General Shariah guidelines**

First: It is not permissible for the fund manager to guarantee the investment amounts, or its returns, except in the event of transgression or negligence.  
Second: It is not permissible to invest cash amounts in investment funds in investments that violate the controls of the Shariah Committee.  
Third: There is no objection to the fund manager investing in Sukuk approved by a reputable Shariah committee.  
Fourth: There is no objection to linking the fund’s performance to a stock index that is compatible with the controls of the Shariah committee.  
Fifth: The fund may invest in Sukuk, Murabaha transactions, financial certificates, and investment funds that invest in accordance with Shariah guidelines.
- **Purification**

The Fund Manager must determine the income that does not comply with Shariah guidelines and deposit it in a special account to spend it on charitable works. Purification is carried out every quarter according to the controls of the Shariah Committee.
- **Non-tradable investment instruments and methods**

It is not permissible to buy and sell shares in any the following investment instruments:

  - Futures;
  - Preferred stocks;
  - Options;
  - Swap; or
  - Overdrafts.



- **The Fund may invest in Sukuk, Murabaha transactions, financial certificates and investment funds which conduct their investments in accordance with the Shariah guidelines.**
- **Periodic Review**  
The Fund's compliance with Shariah guidelines shall be examined quarterly. In the event that one of the companies owned by the Fund doesn't comply with the Shariah guidelines, it will be sold within a period not exceeding (90) days from the review date.

## 26) Investment Advisor

Not applicable.

## 27) Distributor

Not applicable.

## 28) Auditor

### a. Auditor's name

KPMG Professional Services.

### b. Auditor's address

Roshn Front - Airport Road P.O. Box 92876, Riyadh 11663 Kingdom of Saudi Arabia.

Tel.+966118748500

Fax:+966118748600

Website: [www.kpmg.com/sa](http://www.kpmg.com/sa)

### c. Primary 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.
- The auditor, through reviewing the annual financial statements and based on the information provided to it, must include in its report what may come to its attention of violations to the provisions of the Investment Funds Regulations and the Fund's Terms and Conditions.

### d. Provisions governing the replacement of the Auditor

The fund manager may replace the auditor and after obtaining the consent of the Fund Board in the following cases:

1. There are any outstanding and material allegations of professional misconduct in relation to audit functions by the auditor;
2. The auditor of the fund ceases to be an independent auditor;
3. The auditor of the fund is no longer registered with the Authority;
4. The Fund Board determines that the auditor does not have sufficient qualifications and experience to perform a satisfactory auditing function; or



5. The Authority, in its absolute discretion, instructs the fund manager to replace the auditor appointed in relation to the fund.

### 29) Fund's Assets

- a. The assets of the Fund are held by the Custodian on behalf of the Fund.
- b. The Custodian must segregate the assets of the fund from its assets and from the assets of its other clients.
- c. The assets of the fund are owned collectively by the unitholders. A fund manager, fund sub manager, fund operator, custodian, sub custodian, distributor or investment advisor may not have any interest in or claims against such assets, other than when the fund manager, fund sub manager, fund operator, custodian, sub custodian, distributor or investment advisor is a unitholder, and for claims permitted under the Investment Funds Regulations and disclosed by way of statement in these Terms and Conditions.

### 30) Complaints Procedures

If the Unitholder has any complaint related to the Fund, he/she should send it to SNB Capital, through the Fund Manager's website at [www.alahlicapital.com](http://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/her 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.

### 31) Other Information

- a. Policies and procedures to be followed in addressing conflicts of interests, and any potential and/or actual conflicts of interests will be made available upon request and free of charge.
- b. The "Committee for The Resolution of Securities Disputes" has the jurisdiction to adjudicate disputes arising from investing in the investment funds.
- c. **A List of the available documents for unitholders**  
The list shall include the followings:
  - The Fund's Terms and Conditions.
  - Contracts mentioned in the Fund's Terms and Conditions.
  - The Fund Manager's financial statements.
- d. Up to the date of preparing this Terms and Conditions, there aren't any other information known to, or that ought reasonably to be known to the fund manager or the fund board, the current or potential unitholders and their professional advisors might reasonably require or expect to be included in the Fund's Terms and Conditions upon which an investment decision is to be made.
- e. **Any waivers from limitations in the Investment Funds Regulations approved by the Capital Market Authority, except those stipulated in investment policies and practices**  
The Fund Manager did not submit any waiver request to the Capital Market Authority regarding the Investment Funds Regulations to the date of these Terms and Conditions.
- f. **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.



**g. Death of unitholders**

The Investor's consent to these Terms and Conditions shall not terminate automatically upon his/ her death or disability; these Terms and Conditions shall be binding to his/ her 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 until the Fund Manager receives a court order, authorization, or such other sufficient evidence to prove the power of those mentioned above before allowing them to dispose of the units.

**h. Anti-Money Laundering Law**

The Fund Manager will comply with the Anti-Money Laundering and Counter-Terrorist Financing Law issued by the Royal Decree No. M/20 dated 05/02/1439 A.H. corresponding to 26/10/2017 A.D., the implementing regulations thereof, any relevant circulars and changes thereto. The Unitholders hereby confirm that the amounts used to subscribe to the Fund are not coming from any suspicious or illegal sources. If the Fund Manager is in doubt as to the legal source of funds used in the investment transactions initiated by the investor, the Fund Manager shall suspend or decline such transactions for investigation purposes and reporting to the Saudi competent anti-money laundering and counter-terrorist financing bodies and to provide any information or document required by such bodies. However, according to the Saudi Law, the Fund Manager may not inform Unitholders of any suspected transactions reported to competent official bodies.

**i. Sharing of Information**

The information required to open and operate the Investor's account and to comply with the applicable regulations will be shared between the Fund Manager and other parties as determined by the Fund Manager. The Unitholder also agrees that such information may be shared with competent regulatory authorities.

**j. Language**

Pursuant to Paragraph (a) of Article (61) "Requirements for Providing the Fund's Terms and Conditions" of the Investment Funds Regulations, the Terms and Conditions of the Fund shall be in Arabic and shall be made available upon request free of charge. The Fund Manager may issue these Terms and Conditions in English. However, in case of any conflict between the Arabic and English versions, the Arabic version shall prevail.





### 32) Unitholder Declaration

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I/We have read and understood SNB Capital SAR Multi-Asset Conservative Fund Terms and Conditions, and approved the characteristics of the Units in which I/We have subscribed.

Name:

Date:

Signature:

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