

Subscription Agreement

SICO Khaleej Equity Fund

By signing below I/ We confirm and acknowledge having received and read a copy of the Information Memorandum relating to the Khaleej Equity Fund (the "Fund"), this Subscription Agreement, particularly the section "Representations and Warranties of the Subscriber" at the end of this Subscription Agreement and that the information set out herein is true and correct. Capitalized terms in this Subscription Agreement have the same meaning given to them in the Information Memorandum.

1. Registration

Registration:

Individual Corporation*

First applicant:
(Full Name)

Nationality

Passport/ID/C.R. No.

Occupation/ Public position held: (where applicable)

Employer name & address:
(if self-employed, nature of self-employment)

Source of funds:

Net worth of financial assets:

Legal form: (for entities/legal arrangements)

Regulatory body or listing body:
(for regulated activities such as financial services and listed companies)

Registered Address:

Mailing Address:

Telephone and Fax No. :

Telephone

Fax No.

Email:

* For legal entities/ legal arrangements (including corporations, partnerships, trusts, associations and other legal arrangements).

Second applicant:
(Full Name)

Nationality

Passport/ID/C.R. No.

2. Subscription

Investment Amount/ Units:

Subscription Fees:

Shares Class:

Class A Class B Class C

Client beneficiary bank
account details
(Including IBAN):

Subscription funds should be received from the account of the applicant/ unitholder and proceeds of any redemptions will be paid to the above account.

3. Reinvestment Option

Reinvest dividend payments

Distribute dividend payments

4. Details of payment

Wire Transfer details for
subscription account

Correspondent Bank Details:

HSBC New York

SWIFT Code: MRMDUS33

A/C No: 000-03691-9

CHIPS: CH075995

Beneficiary Bank Details

HSBC Bank Middle East Limited, Bahrain

SWIFT Code: BBMEBHBX

For credit to:

IFS-SICO Khaleej Equity Fund Subscription Account

A/C Number: BH13BBME00001139591100 (USD A/C)

5. Money Laundering Protection

The Fund, in order to comply with Bahrain's Legislative Decree No. (4) of the year 2001 with respect to Prohibition and Combating of Money Laundering and the various Ministerial Orders and circulars issued with regard thereto and Terrorist Financing from time to time including, but not limited to, Ministerial Order No. (7) of the year 2001 with respect to the Institutions' obligations concerning the Prohibition of and Combating of Money Laundering, requires additional documentation along with the subscription request for Units.

I/ We hereby attach the following certified documents in support of this application for subscription in Units:

For individual applicants:

- Two government issued forms of identification (e.g., passport or driver's license) provided that one at least is a picture identification.
 - Proof of the individual's current address (e.g., current utility bill), if not included in the form of picture identification.
 - Evidence documents for source of income.
- Net worth of financial Assets.

For financial institutions within Bahrain:

- Documentary evidence that the entity is registered / licensed with CBB, BHB or Ministry of Commerce as a financial institution.
- Certified copy of Memorandum and Articles of Association.
- Certified copy of commercial registration certificate.
- Names and addresses of all directors or partners and authorized signatories.
- Identification documents of the authorized signatories to the account.
- Certified copy of List of Authorized signatories.

For non-financial institutions within Bahrain and all Investors outside Bahrain:

- Certified copy of certificate of incorporation or commercial registration certificate.
- Certified copy of Memorandum and Articles of Association, By-Laws or similar constitutive documents
- Names and addresses of all directors or partners and authorized signatories.
- Identification documents of Directors and authorized signatories to the account.
- Principle shareholders and respective percentage of shareholding.
- Board resolution seeking investment services required in the case of private/unlisted companies.
- Copies of latest financial report and accounts (audited where possible).
- Identification documents of all beneficial owners holding (directly or indirectly) 20% or more of the entity if the entity is not listed.

6. Client Categorization

We/I hereby confirm that we/I subscribe to the units of the Fund as “expert investor” as this term is defined in the applicable regulations issued by the Central Bank of Bahrain and we/I hereby acknowledge and accept the higher risks involved in the subscription of funds reserved to expert investors.

7. Signatures

Printed Name:

Title*

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Signature

Date

Printed Name:

Title*

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Signature

Date

*Not applicable in case of individuals

For SICO use only

Account Officer

Certificate No.

No. of Units

Net Asset Value

Representations and Warranties of the Subscriber

Upon signature on Section 6 titled Signature(s), I/We hereby undertake, represent and warrant to the Fund and the Fund Company, on a continuing basis:

1. I/We have had the opportunity to review the information Memorandum (including the section headed "Risk Factors") and to ask questions and receive answers concerning the Fund and the terms and conditions of this offering from authorized representatives of the Fund Company and the Placement Agent and agree to be bound by the terms of this Subscription Agreement and the Information Memorandum at all times. I/We acknowledge that in making a decision to subscribe for Units, I/We have relied solely upon the Information Memorandum and this Subscription Agreement. The Placement Agent made available for our review the Investment Management Agreement, the Administration Agreement, the Custody Agreement and the Registrar Agreement.
2. I/we hereby warrant and confirm to the Fund that I/we have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund. I am/ we are aware of the risks inherent in investing in the assets in which the fund will invest and the method by which these assets will be held and/or traded, and can bear the loss of my/our entire investment in the Fund and understand the risks involved in investing in the Fund.
3. In the case of individual Investors – I am/ we are 21 years of age or over.
4. I/We have the legal capacity and authority and am/are permitted by applicable law and possess all legal and/or corporate authority to execute and deliver this Subscription Agreement.
5. I/We have such knowledge and experience in financial and business matters that I am/we are capable of evaluating the merits and risks of my/our acquisition of the Units and I/we have obtained such legal, financial, tax, investment or other advice as I have deemed necessary in connection with my subscription.
6. A) I am/We are not a U.S. Person and am/are not acquiring Units on behalf of or for the benefit of, a U.S. Person nor do I/we intend on selling or transferring any Units which I/we may purchase to any person who is a U.S. Person under the laws and regulations in force in the United States and that I was/we were not in the U.S. the time any Units were offered to me/us or at the time I/we executed this Subscription Agreement.

B) I/We agree that I/we will promptly notify the Fund Company at any time when I/we become a U.S. Person, and I/we agree that in such event the Fund will be entitled to (but will not be obliged to) repurchase or to require me/us to redeem at a price equal to the redemption price per Unit as calculated by the Administrator, as at the date of the repurchase or sale or as at the date of any unauthorized transfer giving rise to such repurchase or sale.

C) I/We will supply the Fund Company with such other facts as from time to time are deemed reasonably necessary or desirable

by the Fund Company to enable the Fund Company to determine that I am/We are not U.S. Person(s).

7. All consents required to be obtained and all legal requirements necessary to be complied with or observed in order for this Subscription Agreement or the issuance of the Units to be lawful and valid under the laws of any jurisdiction to which I am/We are subject have been obtained, complied with and observed.
8. I/We understand that my/our Subscription cannot be withdrawn from the Fund except by way of redemption of the Units in accordance with the terms outlined in the Information Memorandum, and that a portion of my/our Subscription may be invested in securities that are illiquid.
9. I/We will repeat these undertakings, representations and warranties to the Fund and the Fund Company on such future occasions as the Fund Company may request, and on each day on which I make a subscription for Units in the Funds, and will provide on request such certificates, documents or other evidence as the Fund may reasonably require to substantiate such undertakings, representations and warranties.
10. I/We will notify the Fund immediately if I/we become aware that any of these undertakings, representations and warranties are no longer accurate and complete in all respects, and agree immediately either to sell or to tender to the Fund Company for redemption a sufficient number of, or all, Units to allow the undertaking, representation or warranty to be made.
11. I/We understand that if any of the representations, warranties, agreements or certifications given by me/us in this Subscription Agreement are, or become untrue, the Directors in their sole discretion may require a retroactive redemption of all or part of the Units.
12. Except for some limited voting rights as provided in the Second Schedule to the Instrument, I/We understand that the Units have no voting rights and, therefore, I/we will not be able to exercise any management or control functions with respect to the Fund's or the Fund Company's operations.
13. I/We have been advised of, and hereby consent to, the compensation arrangements payable to any placement agent including the Placement Agent, in respect of my subscription for Units. Without prejudice to the section titled Nominees below, if I am/ we are executing this Subscription Agreement as a nominee I/ we further represent that I/we have advised my/our client and/ or underlying beneficial owner of, and have obtained its/their consent to such compensation arrangements.
14. I/We will not duplicate or furnish copies of the Information Memorandum, or divulge any of its contents, to any other person other than my/our investment, legal or tax adviser (who may use such documents solely for purposes related to my/our investment in the Fund).
15. If I am/we are a non-U.S. banking institution (a "Foreign Bank") or if I/ we receive deposits from, make payments on behalf of or handle other financial transactions related to a Foreign Bank, I/

we represent and warrant to the Fund that:

- a. the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities;
- b. the Foreign Bank employs one or more individuals on a full-time basis;
- c. The Foreign Bank maintains operating records related to its banking activities;
- d. The Foreign Bank is subject to inspection by the regulatory authority that licensed the Foreign Bank to conduct banking activities.

Indemnity

I/We agree to indemnify and hold harmless the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Custodian, the Administrator and the Registrar, their affiliates and each other person (each an 'indemnified Party'), if any, who controls or is controlled by any of the foregoing, against any and all loss, penalty, regulatory fine, claim, damage, cost and expense whatsoever (including attorneys' fees) reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based on:

- a. any false representation or warranty or breach or failure by me/us to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with the transaction; or
- b. any actions for securities or money laundering laws violations instituted by or against me/us which is resolved by judgment against the undersigned; or
- c. my/our failure to provide source of funds information.

Additional Know Your Customer and Combat of Money Laundering Considerations

I/We represent and warrant and agree that the following representations and warranties are deemed to be continuous for this investment and for any subsequent purchase of Units:

- i. I/We are purchasing the Units with lawfully acquired funds for investment.
- ii. To the extent that I/we offer interests in the Units to my/our clients, or hold such units for the benefit of such clients, I/we represent and warrant with respect to the Units subscribed for hereby and all other Units subsequently acquired by me/us:
 - a. that each such client could make the representations in (i) and (ii);
 - b. That I/we satisfied myself/ourselves that all legal

requirements in the country in which each relevant client is a resident have been fully observed in connection with the purchase of Units, including obtaining any governmental or other consents which may be required and that it has otherwise complied with all necessary formalities.

- c. That due to the application of money laundering, tax or similar requirements, or otherwise, upon request from time to time by or on behalf of the Fund, the Fund Company, the Investment Manager, the Registrar, the Placement Agent, the Administrator or the Custodian, I/we will, with respect to such clients, provide such certifications, documents or other evidence as may be reasonably required to substantiate the representations made herein; and

The acceptance of my/our application for Subscription in Units together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I/we undertake to provide verification of my/our identity and source of funds reasonably satisfactory (on a confidential basis), to the Fund Company, the Placement Agent or the Administrator and Registrar promptly on request and I/we agree to the release of any information provided by me/us to the Bahraini authorities by the Fund Company, the Placement Agent, the Administrator, the Registrar or its delegate.

The person signing this Subscription Agreement on my/our behalf has full power and authority to do so.

Confidentiality

Information provided in this Subscription Agreement will be treated confidentially by the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Registrar, the Administrator, and the Custodian provided that they may present this Subscription Agreement and the information provided herein to such parties as deemed advisable if:

- a. Called upon to establish that the offer and sale of the Units is exempt from registration under applicable law;
- b. The information is requested by any regulatory agency with jurisdiction over the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Registrar, the Administrator and Registrar and the Custodian; or
- c. The information is relevant to an issue in any action, suit or proceeding to which the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Registrar, the Administrator and Registrar or the Custodian or any of their affiliates is a party or by which they are or may be bound.

Authorisation

The Administrator, the Registrar, the Placement Agent, the Fund Company and the Fund are each hereby authorized and instructed to accept and execute any instructions in respect of the Units to which this Subscription Agreement relates. If the instructions are given by me/us by facsimile, I/we undertake to confirm them in writing by mail.

I/we hereby agree to indemnify each of the Administrator, the Registrar, the Placement Agent, the Fund Company and the Fund and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions.

Registration of Units

I/We request that the Units issued pursuant to this Subscription Agreement are registered in the name and address set out above.

In respect of joint Subscriptions, we direct that on the death of one of us the Units for which we hereby apply be held in the name of and to the order of the survivor or survivors of us or the Executor or Administrator of each survivor or survivors as shown in properly substantiated documents.

Choice of Law and Forum

I/We agree to be bound by the laws in force in the Kingdom of Bahrain and any other laws subject to which this Subscription Agreement will be governed and interpreted in addition to the non-exclusive jurisdiction of the relevant courts of the Kingdom of Bahrain.

Nominees (to be filled out in the case of nominees)

I hereby make the following declarations:

I am/We are investing as a nominee for, or otherwise for or on behalf of, anyone other than myself/ourselves.

If the answer is “yes,” the person for whom I am/we are acting:

Is an investment company (including any family investment vehicle, trust, hedge company, investment club or other entity, group or association by means of which more than one individual makes investments).

Is an entity, but is not an investment company.

Is an individual.

I/we agree not to duplicate or to furnish particulars of the Information Memorandum, or to divulge any of its contents to any person other than my/our investment, legal or tax advisors (who may use the information contained in the Information Memorandum solely for purposes relating to my/our investment in the Fund).

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Signature

Date