



الزَّاد  
ELZAAD

**Elzaad Sukuk Fund**  
Subscription Agreement



## General Instructions to Complete This Subscription Agreement

	Page Numbers in this Document	Completed	
1. Ensure you have read and understood the Fund's Private Placement Memorandum, this Subscription Agreement and any other Fund Documents	All	Yes	<input type="checkbox"/>
2. Read the disclaimer and complete the section titled 'Important Applicant Information' in the table	3	Yes	<input type="checkbox"/>
3. If you are completing this Subscription Agreement on a nominee basis on behalf of another person or entity, kindly ensure the correct selections are made in the section titled 'Nominees'	12	Yes	<input type="checkbox"/>
		Not Applicable	<input type="checkbox"/>
4. Fill in the amount of desired subscription amount in United States Dollars in the section titled 'Subscription Amount'	13	Yes	<input type="checkbox"/>
5. Select your preference of receiving or automatically reinvesting distributions in the Fund in the section titled 'Distributions Election'	13	Yes	<input type="checkbox"/>
6. Kindly complete your bank account details in the section titled 'Applicant's Bank Details'	13	Yes	<input type="checkbox"/>
7. Complete and sign the signature page	14	Yes	<input type="checkbox"/>
8. Ensure you have the required support documents stated in the checklist in Appendix A (properly certified, as required)	15 and 16	Yes	<input type="checkbox"/>
9. Read and sign the Personal Data Protection Data Processing Notice and Consent Form in Appendix B	16 and 17	Yes	<input type="checkbox"/>
10. If the Applicant is an entity or corporation, kindly fill the FATCA, CRS and Controlling Person forms in Appendix C	All pages between 18 and 27 (inclusive)	Yes	<input type="checkbox"/>
		Not Applicable	<input type="checkbox"/>
11. If the Applicant is an individual, kindly fill the FATCA and CRS forms in Appendix D	All pages between 28 and 32 (inclusive)	Yes	<input type="checkbox"/>
		Not Applicable	<input type="checkbox"/>
12. Once your Subscription Agreement has been accepted and you have received a signed confirmation of acceptance in the form provided on page 14, kindly wire your Subscription Amount to the Fund's account depicted in Appendix E	32	Yes	<input type="checkbox"/>

# Elzaad Sukuk Fund (The Fund)

## Subscription Agreement

No regulatory authority of any country has approved or disapproved this subscription agreement or the Units provided for herein. Any representation to the contrary is unlawful.

Applicable securities laws may restrict or prohibit the sale, pledge, hypothecation or other transfer of a unit in the absence of an effective registration under such applicable securities laws. Additional restrictions on the transfer of units are contained in the fund's private placement memorandum and the instrument.

Based upon the foregoing, each acquiror of a Unit must be prepared to bear the economic risk of investment therein for an indefinite period of time. Applicants are encouraged to seek independent legal, accounting, investment and tax advice regarding their individual circumstances and financial objectives in determining whether to subscribe for an interest in the Fund.

### Important Applicant Information

Name of Applicant:

Account Number with SICO  
(for existing clients only):

Subscription Amount in Numbers (US\$):

Subscription Amount in Words (US\$):

Applicant Correspondence Address:

Contact Name (for corporate clients) :

Telephone:

Mobile:

Email:

Defined terms shall have the same meaning as provided in the Private Placement Memorandum for the Fund (the **PPM**).

## Elzaad Sukuk Fund

Re: Subscription for Units in **Elzaad Sukuk Fund**, a Kingdom of Bahrain domiciled open-ended Shari'ah compliant exempt collective investment undertaking.

Ladies and Gentlemen:

This Subscription Agreement is entered into by and among **Elzaad Sukuk Fund**, an open-ended Shari'ah compliant exempt collective investment undertaking established pursuant to the Central Bank of Bahrain Rulebook, Volume 7 (the **Fund**), acting through SICO Fund Company IX B.S.C.(c), a Bahraini company acting as the fund company in respect of the Fund (the **Fund Company**), and the prospective investor identified on the signature page hereto (the **Applicant**) in connection with the Applicant's purchase of Units (the **Units**) in the Fund pursuant to the Private Placement Memorandum (**PPM**) and the Instrument, as amended from time to time (the **Fund Documents**). When the context requires, when used in this Subscription Agreement references to the Fund shall mean the Fund Company acting for and on behalf of the Fund. Capitalised terms used herein have the meanings set out in the PPM unless otherwise defined or the context otherwise requires.

The Applicant hereby subscribes for and purchases the Units in the Fund on the terms and conditions set forth herein and in the other Fund Documents. The Fund Company, the Fund and the Applicant hereby agree as follows:

### 1 Commitment

The Applicant agrees to subscribe to the Fund with the aggregate amount set out on page 13 (the Subscription Amount) pursuant to the terms of, and at the times required by, this Subscription Agreement and the Fund Documents. The payment of the Applicant's Subscription Amount shall be made by wire transfer pursuant to the terms of the Fund Documents to a designated bank account, details of which are appended at Appendix E on page 32.

Based on the Subscription Amount of the Applicant as set out on page 13, the Applicant shall be, subject to the terms hereof, issued with Class A Units or Class B Units in the Fund. Class A Units shall be offered to qualifying Class A Unit Investors with a minimum Subscription Amount of USD1,000,000. Class B Units shall be offered to qualifying Class B Unit Investors with a minimum Subscription Amount of USD100,000.

Please also indicate on page 13 if the Applicant wishes for its distributions from the Fund to be reinvested or paid out as they arise.

### 2 Adoption

If the Applicant is accepted as a unit holder (a Unitholder) pursuant to paragraph 3 below, the Unitholder hereby agrees to be bound by all the terms and provisions of the Fund Documents and to perform all obligations therein imposed upon a Unitholder with respect to the Units.

### 3 Acceptance of Subscription; Delivery of Instrument

The Applicant understands and agrees that this subscription is made subject to the following terms and conditions:

- 3.1 the Fund Company shall have the right, in its sole and absolute discretion, to reject this subscription, in whole or in part, within 20 Business Days. If the subscription is rejected by the Fund Company, this Subscription Agreement shall have no force or effect;
- 3.2 acceptance of the subscription shall take place when accepted by the Fund Company, which acceptance shall be indicated by the Fund Company's signature on page 14 to this Subscription Agreement;

- 3.3 the Fund Company shall have no obligation to accept subscriptions in the order received;
- 3.4 the Applicant hereby requests and authorises the Fund Company, and the Fund Company hereby agrees, subject to its acceptance of this subscription, to enter and procure the entry of the Applicant's name on the register of Unitholders for the Fund as holder of the relevant Units;
- 3.5 the Units to be created on account of this subscription shall be created only in the name of the Applicant, and the Applicant agrees to comply with the terms of the Fund Documents; and
- 3.6 the Applicant hereby undertakes in respect of the Units that the Applicant shall comply with any and all restrictions on transfer and redemption of the Units contained in the Fund Documents.

## 4 Conditions

The Applicant's and the Fund's obligations hereunder are subject to acceptance by the Fund Company of the Applicant's subscription and to the fulfilment of each of the following conditions:

- 4.1 the representations and warranties of the Applicant contained in this Subscription Agreement shall be true and correct at the time of acceptance of this subscription by the Fund Company;
- 4.2 all proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be satisfactory in substance and form to the Fund Company and the Applicant and the Fund Company shall have received all such counterpart originals or certified<sup>1</sup> or other copies of such documents (including in particular, all "Know Your Client" documents, a checklist of which is appended at Appendix A, on pages 15 and 16 and all such Self Certification Documents (as relevant), as appended at Appendix B (for all applicants), detailed on pages 16 and 17 and Appendix C (for entities), detailed on page 18 through 27 and Appendix D (for individuals), detailed on pages 28 through 32 as the Fund Company (or the Fund Manager or Administrator, acting on behalf of the Fund) may have requested at the time of submitting the Subscription Agreement, notwithstanding that the Fund Company, or the Fund Manager or Administrator or Placement Agent may require an Applicant or Unitholder to provide additional documents or information at any time; and
- 4.3 each of the representations of the Applicant contained in the subscription agreement shall be true and correct in all material respects on the date of the Subscription Agreement.

## 5 Representations and Covenants of the Applicant

- 5.1 The Applicant represents it is an Accredited Investor as defined in the PPM.
- 5.2 The Applicant represents that it is not a U.S. citizen, resident or domestic entity (a U.S. Person). The Applicant (i) covenants that it will not resell, reoffer or transfer the Units or any interest therein, except with the consent of the Fund, to a U.S. Person; (ii) acknowledges that reoffers, re-sales or any transfer of the Units may be made only in compliance with applicable securities laws and are subject to limitations as set forth in the Fund Documents; and (iii) is aware of the limited provisions of transferability in respect of the Units, has read the Fund Documents and understands that a transfer or redemption of Units may only be effected with the consent of the Fund Manager on behalf of the Fund Company, and acknowledges that the Units shall be transferable only to Applicants who are eligible Accredited Investors, in each case, subject to and in accordance with the terms of the Fund Documents.
- 5.3 The Applicant will promptly notify the Fund Company at any time should it become a U.S. Person, and agrees that in such event the Fund will be entitled to (but will not be obliged to) repurchase or require the Applicant to redeem the Units at a price equal to the redemption

<sup>1</sup>Certification of copies may be performed by an official of a regulated financial institution, a lawyer, or a government body such as an embassy or ministry. The certification must include the words "original sighted" together with a date and signature of the concerned authorised official (along with corporate stamp where applicable). The certifier's contact details should be clearly available (e.g. business card) with the certification.

price per Unit as calculated by the Administrator, as at the date of the repurchase or sale or as at the day of any unauthorized transfer giving rise to such repurchase or sale.

- 5.4 The Applicant 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 the Applicant is not a U.S. Person(s).
- 5.5 The Applicant represents that it has received, carefully read and understands the Fund Documents outlining, including the sections of the PPM outlining, among other things, the organisation and investment objectives and policies of, and the risks and expenses of an investment in, the Fund. The Applicant acknowledges that it has made an independent decision to invest in the Fund and that, in making its decision to subscribe for Units, the Applicant has relied solely upon the Fund Documents and independent investigations made by the Applicant. The Applicant acknowledges that it has had the opportunity to ask questions and receive answers concerning the Fund and the terms and conditions of this offering. The Applicant acknowledges that it is not subscribing for Units as a result of, or pursuant to: (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site whose information about the Fund is not password protected) or broadcast over television or radio; or (ii) any seminar or meeting whose attendees, including the Applicant, had been invited as a result of, or pursuant to, any of the foregoing.
- 5.6 The Applicant represents that it has consulted appropriate professional advisors to the extent it deems necessary concerning the propriety and appropriateness of making an investment in the Fund. The Applicant represents that it is fully informed as to the legal and tax and regulatory requirements applicable to it regarding the investment in the Fund.
- 5.7 The Applicant represents that the Applicant's investment in Units is consistent with the investment purposes, objectives and cash flow requirements of the Applicant and will not adversely affect the Applicant's overall need for diversification and liquidity. The Applicant can afford a complete loss of the investment in the Fund and can afford to hold the investment for an indefinite period of time. The Applicant acknowledges that distributions may be paid in cash or in kind subject to and in accordance with the Fund Documents.
- 5.8 Without prejudice to the section titled Nominees on page 12, the Applicant represents that it is acquiring the Units for its own account, for investment purposes only and not with a view toward distributing or reselling the Units in whole or in part.
- 5.9 The Applicant confirms that it understands that: (i) no governmental agency has passed upon the Units or made any findings or determination as to the fairness of this investment; and (ii) the representations, warranties, agreements, undertakings and acknowledgments made by the Applicant in this Subscription Agreement will be relied upon by the Fund, the Fund Company and the Fund Manager in determining the Applicant's suitability as a subscriber for Units and the Fund's compliance with various securities laws, and shall survive the Applicant's becoming a Unitholder of the Fund.
- 5.10 The Applicant represents that it has all requisite power, authority and capacity to acquire and hold Units and to execute, deliver and comply with the terms of each of the instruments required to be executed and delivered by the Applicant in connection with the Applicant's subscription for Units, including this Subscription Agreement, and such execution, delivery and compliance does not conflict with, or constitute a default under, any instruments governing the Applicant, any law, regulation or order, or any agreement to which the Applicant is a party or by which the Applicant may be bound. If the Applicant is an entity, the person executing and delivering each of such instruments on behalf of the Applicant has all requisite power, authority and capacity to execute and deliver such instruments, and, upon request by the Fund or the Administrator, will furnish to the Fund a true and correct copy of any instruments governing the Applicant, including all amendments thereto.
- 5.11 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 the Applicant is subject have been obtained, complied with and observed.
- 5.12 The Applicant represents that it has the knowledge, expertise and experience in financial

matters to evaluate risks of investing in the Fund. It is 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 the Applicant's entire investment in the Fund and understand the risks involved in investing in the Fund.

- 5.13 The Applicant represents that all information which the Applicant has provided to the Fund or the Fund Company or the Fund Manager or the Administrator concerning the Applicant, the Applicant's status, financial position and knowledge and experience of financial, tax and business matters, or, in the case of an Applicant that is an entity, the knowledge and experience of financial, tax and business matters of the person making the investment decision on behalf of such entity, is correct and complete in all material respects as of the date hereof.
- 5.14 The Applicant understands and agrees that, although the Fund and the Fund Company will use their reasonable efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, they may present this Subscription Agreement and the information provided in answers to it to such parties (e.g., affiliates, attorneys, auditors, custodians, administrators, bankers and regulators) as they deem necessary to facilitate the acceptance and management of the Applicant's subscription for Units including, but not limited to, in connection with anti-money laundering and similar laws, if called upon to establish the availability under any applicable law of an exemption from registration of the Units, the compliance with applicable law and any relevant exemptions thereto by the Fund, or if the contents thereof are relevant to any issue in any action, suit, or proceeding to which the Fund is a party or by which it is bound. The Fund may also release information about the Applicant if directed to do so by the Applicant, if compelled to do so by law, or in connection with any government's or regulatory organization's request or investigation or otherwise as necessary or desirable in connection with the due operation of the Fund and its activities. The Fund seeks to carefully safeguard the Applicant's private information and to that end, the Fund restricts access to non-public personal information to those employees and other persons who need to know to enable the Fund to provide services to its Applicants. The Fund maintains customary and adequate physical, electronic and procedural safeguards to protect the Applicant's non-public information. Information held in relation to the Applicant will be subject to the Personal Data Protection Law of Bahrain data processing notice and consent form set out in Appendix B on pages 16 and 17
- 5.15 The Applicant will not duplicate or furnish copies of the Fund Documents, or divulge any of its contents, to any other person other than the Applicant's investment, legal or tax adviser (who may use such documents solely for purposes related to the Applicant's investment in the Fund).
- 5.16 The Applicant understands and acknowledges that it may not withdraw from the Fund, and that it may not transfer the Units other than in accordance with the terms of the Fund Documents.
- 5.17 The Applicant understands and acknowledges there will be no difference in voting rights in respect of the two classes of Units offered by the Fund, and no Unit shall have voting rights with regards to matters concerning the Fund Company save in the limited circumstances set out in the PPM and the Instrument.
- 5.18 The Applicant acknowledges that, due to anti-money laundering requirements operating within the Fund's jurisdiction of domicile and/or residence, the Fund, the Administrator, the Fund Company or their respective directors and officers may require further identification of the Applicant and/or source of funds information before this subscription may be processed. By way of example, in the case of corporate subscribers this may require production of a certified copy of the certificate of incorporation (and any change of name) or other organizational documents, and of the names and residential and business addresses

of all directors and beneficial owners. The Fund, the Fund Company, their respective affiliates and each of their directors, officers, partners, members, managers, shareholders, employees, representatives, agents and affiliates shall be held harmless and indemnified and kept indemnified by the Applicant against any loss arising from the failure to process this subscription if such information as has been required from the Applicant has not been provided by the Applicant.

- 5.19 The Applicant understands that if any of the representations, warranties, agreements or certifications given by it 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.
- 5.20 Save for such rights as set out in the Fund Documents, the Applicant understands that the Units have no voting rights save in the limited circumstances set out in the PPM and the Instrument and, therefore, the Applicant will not be able to exercise any management or control functions with respect to the Fund's or the Fund Company's operations.
- 5.21 The Applicant has been advised of, and hereby consents to, the compensation arrangements payable to any placement agent including the Placement Agent, in respect of the Applicant's subscription for Units. Without prejudice to the section titled Nominees on page 12, if the Applicant is executing this Subscription Agreement as a nominee the Applicant further represents that it has advised its client and/or underlying beneficial owner of, and has obtained its/their consent to such compensation arrangements.
- 5.22 In the event the Applicant is a non-U.S. banking institution (a "Foreign Bank") or if the Applicant receives deposits from, makes payments on behalf of or handles other financial transactions related to a Foreign Bank, the Applicant represents and warrants to the Fund that:
- 5.22.1 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;
  - 5.22.2 the Foreign Bank employs one or more individuals on a full-time basis;
  - 5.22.3 the Foreign Bank maintains operating records related to its banking activities; and
  - 5.22.4 the Foreign Bank is subject to inspection by the regulatory authority that licensed the Foreign Bank to conduct banking activities.
- 5.23 The Applicant further represents that:
- 5.23.1 in making a decision to subscribe for Units, it has relied solely upon the Fund Documents;
  - 5.23.2 it is aware of and understands the risks involved in investing in the Fund;
  - 5.23.3 in the case of individual investors, he or she is 21 years of age or over; and
  - 5.23.4 the Applicant understands that the Units will be issued on a fully paid basis only in book-entry form and no physical certificates will be issued. Records will be maintained in book form in the Register held by the Fund Company, or at the Fund Company's instructions, the Administrator, and such Register will be and will remain the sole and conclusive proof of ownership of the Units.
- 5.24 The representations set forth in this Section 5 shall be deemed repeated and reaffirmed by the Applicant to the Fund as of each date that the Applicant receives a distribution from the Fund, or otherwise on such occasions as the Fund Company may request. If at any time during the term of the Fund the representations set forth in this Section 5 cease to be true, the Applicant agrees that it shall promptly notify the Fund of this in writing, and agrees 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.

## 6 General

- 6.1 The Applicant agrees to indemnify and hold harmless and keep indemnified and held harmless the Unitholders, the Fund, the Fund Company, the Fund Manager, the Directors,



the Placement Agent, the Custodian, the Administrator, the Registrar, the Investment Advisor, and the Fund Operator against any and all loss, liability, claim, damage and expense whatsoever incurred or threatened (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure made by the Applicant in this Subscription Agreement, or for any actions for securities or money laundering laws violations instituted by or against the Applicant which is resolved by judgment against the Applicant, or for failure by the Applicant to provide source of funds information.

- 6.2 The Applicant hereby acknowledges that the Fund Company, the Fund Manager, their affiliates and their officers, employees, directors, stockholders, members and partners and any other person who serves at the request of the Fund Company on behalf of the Fund as an officer, director, partner, employee, or agent, are entitled to be indemnified out of the assets of the Fund as provided in the Fund Documents.
- 6.3 This Subscription Agreement:
- 6.3.1 shall be binding upon the Applicant and the heirs, legal representatives, successors, and permitted assigns of the Applicant and shall inure to the benefit of the Fund and its successors and assigns;
  - 6.3.2 shall be governed, construed, and enforced in accordance with the laws of the Kingdom of Bahrain (without regard to choice of law principles);
  - 6.3.3 shall survive the acceptance of the Applicant as a Unitholder of the Fund; and
  - 6.3.4 shall, if the Applicant consists of more than one person, be the joint and several obligation of each such person.
- 6.4 Subject to the Fund Documents, nothing contained herein shall affect the right of the Fund to commence any action, suit or proceeding or otherwise to proceed against the Applicant in any other jurisdiction or to serve process upon the Applicant in any manner expressly permitted by its constitutive documents or other similar governing documents, provided by way of clarification that the parties acknowledge and agree that no provision of this Subscription Agreement in any way constitutes or implies a waiver, termination or modification by the Applicant of any privilege, immunity or exemption of the Applicant granted in the constitutive documents or other similar governing documents establishing the Applicant, international conventions, or Laws.
- 6.5 If any provision of this Subscription Agreement is invalid or unenforceable under any Laws, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such Laws. Any provision hereof which may be held invalid or unenforceable under any Laws shall not affect the validity or enforceability of any other provisions hereof, and to this extent the provisions hereof shall be severable.

## 7 FATCA

### 7.1 FATCA Compliance

- 7.1.1 The Applicant acknowledges that, in order to comply with the provisions of the U.S. Foreign Account Tax Compliance Act (FATCA) and avoid the imposition of U.S. federal withholding tax, the Fund and the Fund Company may from time to time, require further information and/or documentation from the Applicant (including but not limited to the information set out in Appendix C (entities), on pages 18 through 27 and Appendix D (individuals) on pages 28 through 32 and, if and to the extent required under FATCA, the Applicant's direct and indirect beneficial owners (if any), relating to or establishing such person's identity, residence (or jurisdiction of formation) and income tax status and may provide or disclose such information and documentation regarding any direct or indirect ownership by U.S. persons to the Bahrain tax authorities, which will then share this information with the Internal Revenue Service. The Applicant agrees that it shall provide such information and documentation concerning itself and its beneficial owners, if any, as and when requested by the Fund or the Fund Company sufficient for the Fund to comply with its obligations under FATCA. The Applicant acknowledges that, if the Applicant does

not provide the requested information and documentation, the Fund may, at its sole option rely on the provisions of the Fund Documents to ensure that the Fund is not adversely affected by the Applicant's failure to co-operate in addition to all other remedies available at law and retain amounts sufficient to indemnify and hold harmless the Fund from any and all withholding taxes, interest, penalties and other losses or liabilities suffered by the Fund on account of the Applicant not providing all requested information and documentation in a timely manner. The Applicant shall have no claim against the Fund, the Fund Company, the Fund Operator, the Fund Manager or the Administrator for any form of damages or liability as a result of any of the aforementioned actions.

- 7.1.2 The Unitholder acknowledges that the Fund may be subject to FATCA withholding with respect to certain amounts paid or allocable to those Unitholders. Unitholders will be required to provide information and documentation to the Fund Company, the Custodian, the Fund Manager, the Fund Operator or the Administrator from time to time to enable the Fund Company to meet its obligations under these rules.

## 8 Common Reporting Standards

The Applicant acknowledges that the Fund Company and/or the Fund may be required to obtain (including but not limited to the information set out in Appendix C (Entitles) on pages 18 through 27 and Appendix D (Individuals) on pages 28 through 32 and report certain confidential information relating to the Unitholders and in some cases its beneficial owners (including, without limitation, disclosing the identity, tax residence, tax identification number and Common Reporting Standard (CRS) classification of the Unitholder and/or its beneficial owners) to the regulatory authorities in order to enable the Fund Company to fulfil its own legal obligations under the CRS, which in May 2016 Bahrain committed to. Unitholders should consult their own tax advisors regarding all aspects of this legislation as it affects their particular circumstances.

## 9 Power of Attorney

The Applicant hereby irrevocably constitutes and appoints each of the Fund Company, the Fund Manager and any of their officers (or its successors (and any of their officers or their officers successors) as Fund Manager of the Fund) with full power of substitution, acting jointly or severally, as its attorney-in-fact and agent to sign, execute and deliver, in its name and on its behalf, all or any such agreement, deeds, instruments, documents and/or any counterpart thereof or certificates or to take any such action as it deems necessary from time to time or as is required under any applicable law to admit the Applicant as a Unitholder of the Fund or to conduct the business of the Fund, including (without limitation) the power and authority to sign, execute and deliver (or attach signature pages to): (a) the Fund Documents or any counterpart thereof (in such final form as is sent by the Fund Company to the Applicant and as may be amended by the Fund Company in any way which in the reasonable opinion of the Fund Company will not materially and adversely affect the interests of the Applicant as a Unitholder in the Fund) and/or any applicable adherence documents to the Fund Document; (b) all agreements (including any subscription agreements), deeds, instruments or documents, or any counterpart thereof, relating to: (i) any transfers of interests in the Fund; or (ii) the admission of any Unitholders; or (iii) any amendments to the Fund Documents adopted in accordance with the Fund Documents. This power of attorney is irrevocable and is given to secure a proprietary interest of the Fund Company or the performance of an obligation owed to the Fund Company and shall not be affected by my/our subsequent death, lack of capacity, insolvency, bankruptcy or dissolution.

## 10 Source of Funds

The Applicant represents and warrants that the funds being used to make this investment are not derived from any unlawful or criminal activities, and that the Applicant has accurately and fully answered all questions directed to the Applicant, either orally or in writing, with respect to the source of funds being used to make this investment.

## 11 Subscription Irrevocable

The Applicant understands that this application for subscription, once made, is irrevocable by the Applicant. Any subscriptions may be rejected in whole or in part by the Fund Company in its sole discretion.

## 12 Severability

If any provision of this Subscription Agreement is invalid or unenforceable under any Laws, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with applicable Laws. Any provision hereof which may be held invalid or unenforceable under any Law shall not affect the validity or enforceability of any other provisions hereof, and to this extent, the provisions hereof shall be severable.

## 13 Consent To Electronic Delivery of Account Communications

The Applicant hereby consents to have the Fund, the Fund Manager, the Fund Company and/or the Administrator, at their discretion, electronically deliver Account Communications (as defined below) to the Applicant in lieu of sending such communications in hard copy paper form via facsimile or regular mail for such time as Applicant is a Unitholder of the Fund or until the Applicant revokes its consent in writing. Account Communications means all current and future account statements, supplements and amendments to the Fund Documents, reports, statements, notices (including privacy notices) and other communications regarding the Fund and the Applicant's investment in the Fund. Electronic delivery includes delivery by email of documents in Adobe's Portable Document Format (PDF) and by posting on a web site. (The Adobe Acrobat Reader software, which is available free of charge from Adobe's website at [www.adobe.com](http://www.adobe.com), must be correctly installed on the Applicant's computer before Investor will be able to view and retain documents in PDF format.) The Applicant acknowledges and agrees that it has the necessary hardware and software to view and retain Account Communications that are electronically delivered by the Fund.

## 14 Additional Information and Subsequent Changes In The Foregoing Representations

The Fund Company may request from the Applicant such additional information as it may deem necessary to evaluate the eligibility of the Applicant to acquire Units, and may request from time to time such information as it may deem necessary to determine the eligibility of the Applicant to hold Units or to enable the Fund to determine the Fund's compliance with applicable regulatory requirements or the Fund's tax status, and the Applicant agrees to provide such information as may reasonably be requested.

## 15 Representations and Warranties of the Fund Company and the Fund

The Fund Company and the Fund represent and warrant that as of the Initial Closing Date:

- 15.1 The Fund is duly formed, validly existing and in good standing as a Shari'ah compliant exempt collective investment undertaking under the laws of the Kingdom of Bahrain, and has all requisite power and authority to carry on its business as described in the PPM and to satisfy its obligations under this Subscription Agreement. The Fund Company is duly incorporated, validly existing and in good standing under the laws of the Kingdom of Bahrain. The Fund Company has all requisite power and authority to act as fund company of the Fund and to satisfy its obligations under the Instrument.
- 15.2 The Fund Company has full power and authority to execute, deliver and satisfy its obligations under this Subscription Agreement, and such actions will not cause the Fund Company to be in breach or violation of any contractual, legal or regulatory duty or obligation. The Fund Company has full power and authority to execute, deliver and

satisfy its obligations under the Fund Documents, and such actions will not cause the Fund Company to be in breach or violation of any contractual, legal or regulatory duty or obligation. When duly executed and delivered by or on behalf of the Fund Company, the Subscription Agreement and the Instrument will constitute the valid and binding obligations of the Fund Company as fund company of the Fund, enforceable in accordance with the terms thereof.

## 16 Complaints Procedure

Should you have any inquiries or complaints about this Subscription Agreement or during the term of the Fund and your investment as a Unitholder, please contact the Administrator at [clients@sicobank.com](mailto:clients@sicobank.com)

## 17 Survival of Agreements, Representations and Warranties

All agreements, representations and warranties contained herein or made in writing by or on behalf of the Applicant, the Fund or the Fund Company in connection with the transactions contemplated by this Subscription Agreement shall survive the execution of this Subscription Agreement, any investigation at any time made by the Applicant, the Fund or the Fund Company or on behalf of any of them and the sale and purchase of the Units and payment therefor.

## 18 Choice of Law and Forum

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain and any dispute or claim arising out of or in connection with it, or its subject matter shall be subject to the non-exclusive jurisdiction of the Courts of the Kingdom of Bahrain.

## Nominees

**To be filled out by Applicants in the case of nominees only**

**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.

**The person for whom I am/we are acting: (Select one only)**

- A.  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); or
- B.  Is an entity, but is not an investment company; or
- C.  Is an individual.

I/we agree not to duplicate or to furnish particulars of the Fund Documents, 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 Fund Documents solely for purposes relating to my/our investment in the Fund)

# Subscription Amount

To be filled out by all Applicants

- A.  Cash Subscription Amount:
  - (Amount in numbers):  
US\$: \_\_\_\_\_
  - (Amount in words):  
United States Dollars: \_\_\_\_\_
  
- B.  In Kind Subscription Amount, if applicable only (please provide full details of relevant securities):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Distributions Election

To be filled out by all Applicants

Please tick one option only to indicate your preference in relation to distributions:

- A.  I/We wish for distributions of the Fund to be retained by the Fund for reinvestment in the Fund on my/our behalf; or
- B.  I/We wish for distributions of the Fund to be paid to me/us as the distributions are made.

## Applicant’s Bank Details:

Bank Name:

Bank Address:

Account Name:  
(must match the Applicant’s name)

IBAN:

Account Number:

SWIFT:

Currency:

## Applicant Signature

### To be filled out by all Applicants

By signing below, the Applicant (1) confirms that the information concerning the Applicant contained in the Subscription Agreement is accurate and complete in all material respects, (2) agrees to the terms of the Subscription Agreement and the Fund Documents and (3) requests that the records of the Fund reflect the Applicant's admission as a Unitholder of the Fund.

Executed as a Deed

Date:

Witnessed by:

Investor Name:

Witness Signature:

Investor Signature:

## Fund Acceptance (for official use only)

### To be completed by the Fund Company

SICO Fund Company IX B.S.C.(c) (the Fund Company) hereby accepts the subscription by \_\_\_\_\_ to acquire Units in the Elzaad Sukuk Fund as detailed below, upon the terms and conditions of the Subscription Agreement dated \_\_\_\_\_ to which this Acceptance is attached and of which it is a part, dated and in exchange for the Subscription Agreement set forth in this Subscription Agreement.

The details of the Units allocated to you and the total amount payable by you pursuant to this acceptance are as follows:

Number and value of Units allocated to you are \_\_\_\_\_  
\_\_\_\_\_ Class [A / B]

Units x US\$ 100 each = \_\_\_\_\_

Accepted on behalf of the Directors of the Fund Company:

Signature:

Name:

Dated:

## Appendix A

### Know Your Client– Checklist

#### Anti-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<sup>2</sup> documents in support of this application for subscription in Units:

If insufficient space is provided, please attach a separate sheet of paper.

---

For individual applicants:	<input type="checkbox"/> Two government issued forms of identification (e.g., passport or driver's licence) provided that one at least is a picture identification.
	<input type="checkbox"/> Proof of the individual's current address (e.g., current utility bill), if not included in the form of picture identification.
	<input type="checkbox"/> Evidence documents for source of income.
	<input type="checkbox"/> Net worth of financial Assets.

---

For financial institutions within Bahrain:	<input type="checkbox"/> Documentary evidence that the entity is registered / licensed with Central Bank of Bahrain, Bahrain Bourse or Ministry of Industry, Commerce and Tourism as a financial institution.
	<input type="checkbox"/> Certified copy of memorandum and articles of association.
	<input type="checkbox"/> Certified copy of commercial registration certificate.
	<input type="checkbox"/> Names and addresses of all directors or partners and authorized signatories.
	<input type="checkbox"/> Identification documents of the authorized signatories to the account.
	<input type="checkbox"/> Certified copy of list of authorized signatories.

---

<sup>2</sup>Certification of copies may be performed by an official of a regulated financial institution, a lawyer, or a government body such as an embassy or ministry. The certification must include the words "original sighted" together with a date and signature of the concerned authorised official (along with corporate stamp where applicable). The certifier's contact details should be clearly available (e.g. business card) with the certification.

---

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.
- 

## Appendix B

### To be filled out by all Applicants

#### Personal Data Protection Data Processing Notice and Consent Form

Thank you for choosing SICO BSC (c) and/ or its subsidiaries (“SICO”). By signing up to benefit from our services through this Subscription Agreement, you have provided us with the information about you /your organization (and personnel with their consent) to be used for one or more of the following purposes:

Asset management services	Research
Investment banking & real estate services	Registrar services
Brokerage services	Fund management, fund advisory, administration and custody
Market making services	Compliance and AML
Wealth management services	Global banking services
Reporting to CBB and other market regulators where securities are traded and as per applicable regulatory requirements	

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Our privacy policy will help you understand in detail, how we collect your personal data, what we may use it for and who we may share it with; it also informs you about your privacy rights. Our privacy policy is made available at: [www.sicobank.com](http://www.sicobank.com)

Your interactions with our staff members may be recorded for service provisioning and quality assurance purposes.



Your privacy is important to us. As per applicable data protection laws, we would like to inform you that your data is retained by SICO for the aforementioned purposes, and protected with appropriate security controls to prevent unauthorized access and/or disclosure. Please be advised that SICO may share your data with its associates, partners and third parties in connection with the activities of the Fund for providing you required services, storage of your data or for audit and inspection purposes. SICO has the necessary agreements to protect the privacy of your data shared with these entities and, where they are required share your data for Fund purposes, they shall also be required to have such agreements in place with such third parties.

Should you have any inquiries or complaints regarding the use of your company data or to object to direct marketing, please contact us at:

Tel: +973 17515700  
Fax: +973 17540700

Email: [clients@sicobank.com](mailto:clients@sicobank.com)

Please check this box if you wish to be contacted for direct marketing purposes, such as introduction of any new services or product lines.

**Acknowledgment:**

By signing below, I/we confirm that I/we have read and fully understood why SICO processes certain personal information relating to us and our personnel. I/We agree that SICO will retain and disclose the personal information to the parties mentioned above or to any other party in line with our contractual relationship or any prevalent regulatory or legal requirement.

Signature	Company Stamp (for corporate clients):	Date

# This page is to be completed by entities / corporations only

## Appendix C

### FATCA, CRS and Controlling Persons – Corporate Accounts

To be filled out by All Corporate Applicants Only

#### Foreign Account Tax Compliance Act (FATCA)

#### US Status Analysis for Corporate Accounts

Please answer the following seven questions by selecting either 'Yes' or 'No'. Continue to the next section every time your answer is 'No' until you reach the section to which your answer is 'Yes'. Then stop, sign the analysis and share the appropriate documents with your relationship manager together with the rest of the Subscription Agreement and its requirements.

#### US Status Evaluation Criteria

			If applicable submit:	
I	<p><b>Is the entity a subsidiary of a Financial Institution or controlled by a Financial Institution?</b></p> <p><i>Refer to Note 1 in the right column for details</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Form 8 BEN E</b> with GIIN	<b>Note 1:</b> Financial Institution refers to banks, investment companies, custodial institutions and life insurance companies offering cash value life insurance products.
II	<p><b>Is the entity Non-US? Does it satisfy all the statements below?</b></p> <ul style="list-style-type: none"> <li>Incorporated outside USA</li> <li>Has no US status indicators (<i>Refer to Note 2 in the right column for details</i>)</li> <li>All controlling persons<sup>3</sup> of the entity (holding 10% or above) are Non-US persons (not US citizens or tax residents)</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	No additional documents required	<b>Note 2:</b> US Status indicators (Indicia) include US address, US telephone number, power of attorney or signature authority in favor of a person with US address, standing Instructions to transfer money to an account with a US address and hold mail address as the only address.
III	<p><b>Is the entity a Non-Financial Foreign Entity (NFFE) exempt under FATCA?</b></p> <p>Details of exemption available under FATCA can be obtained from your relationship manager if required</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Exempt status certification in <b>Form W 8 BEN E</b> for non - US entities or <b>Form W-9</b> for US entities	

<sup>3</sup>Controlling Persons: The natural persons who exercise control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" shall be interpreted in a manner consistent with the Recommendations of the Financial Action Task Force.

**This page is to be completed by entities / corporations only**

**IV Is the entity an active Non-Financial Foreign Entity (NFFE)?**     Yes     No    Active NFFE certification in Form **W 8 BEN E**

If 50% or more of the income of the entity and 50% or more of its assets are used in generating active business income

**V Passive NFFE with one or more persons owning 10% of the shares or ownership of the entity is a US citizen/green card holder or tax resident**     Yes     No    Form **W 8 BEN E** from the entity + **Form W-9** for each controlling person who is US citizen/US resident

**VI Does the entity have any US Indicia?**     Yes     No    **Form W 8 BEN E**

- US address
- US telephone number
- Power of Attorney or signature authority in favour of a person with a US address
- Standing instructions to transfer money to a US account
- "Hold" or "care of" US mail address as the only address`

**VII Is the entity a specified US Person?**     Yes     No    **Form W-9**

Incorporated in USA and not exempt from FATCA

**Declaration**

I/We hereby confirm the information provided above is true, accurate and complete.

Subject to applicable local laws, I/we hereby consent for SICO BSC(c) or any of its subsidiaries (collectively "the Bank") to share my information with domestic or overseas regulators or tax authorities where necessary to establish my tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, I consent and agree that the Bank may withhold, and pay out, from my account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives. I/We agree and undertake to notify the Bank within 30 calendar days if there is a change in any information affecting my/our FATCA status which I/we have provided to the Bank.

Name	Signature	Date

**This page is to be completed by entities / corporations only**

Name	Signature	Date

Name	Signature	Date

**SICO Use Only**

I	Financial Institution	<input type="checkbox"/>
	Form W 8 BEN E with GIIN	<input type="checkbox"/>
II	Non US Person	<input type="checkbox"/>
	No action	<input type="checkbox"/>
III	Exempt NFFE	<input type="checkbox"/>
	Proof of Exemption	<input type="checkbox"/>
IV	Active NFFE	<input type="checkbox"/>
	Active Certification	<input type="checkbox"/>
V	Passive NFFE (US Owned)	<input type="checkbox"/>
	Form W 9 from all US owners	<input type="checkbox"/>
VI	Non US entity (With Indicia)	<input type="checkbox"/>
	Form W 8 BEN E	<input type="checkbox"/>
VII	Specified US person	<input type="checkbox"/>
	Form W-9	<input type="checkbox"/>

Relationship Manager

Name	Signature	Date

Remarks: \_\_\_\_\_

# This page is to be completed by entities / corporations only

## Entity tax residency

To be filled out by All Corporate Applicants Only

### Self-Certification-Form

Part 1: Identification of Applicant	
A. Legal name of Entity/Branch	
B. Country of incorporation or organisation	
C. Current office address	
Line 1 Apt/Suite Name/Number Street	
Line 2 Town/City/Province County/State	
Country	
Postal Code/Zip	
D. Mailing address (please only complete if different from the address shown in Section C above)	
Line 1 House/Apt/Suite Name, Number, Street	
Line 2 Town/City/Province County/State	
Country	
Postal Code/Zip	
E. Date of Incorporation	
F. Regulatory body or listing body	
G. Name of External Auditor	
H. Source of Funds	

## This page is to be completed by entities / corporations only

### Part 2: Entity Type please provide the Applicant's Status by ticking one of the following boxes

1. Please complete the following table indicating:

- a.  Financial Institution – Investment Entity
- i. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial institution (Note: if ticking this box please also complete Part 2 below)
- ii. Other Investment Entity
- b.  Financial Institution – Depository Institution, Custodial Institution or Specified Insurance Company

If you have ticked a) or b) above, please provide, if held, the Applicant's Global Intermediary Identification Number ("GIIN") obtained for FATCA purposes.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- c.  Active NFE – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a Related Entity<sup>4</sup> of such a corporation

If you have ticked c), please provide the name of the established securities market on which the corporation is regularly traded:

If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation that the Entity in c) is a Related Entity of:

- d.  Active NFE – a Government Entity or Central Bank
- e.  Active NFE – an International Organisation
- f.  Active NFE – other than c)– e) (for example a start-up NFE or a non-profit NFE)
- g.  Passive NFE (Note: if ticking this box please also complete Part 2 below)

2. If you have ticked 1a)i) or 1g) above, then please:

- a.  Indicate the name of any Controlling Person(s)<sup>5</sup> of the Applicant:

- b.  Complete "Controlling Person tax residency self-certification form" on page 25 for each Controlling Person.

Note: If there are no natural person(s) who exercise control of the Entity then the Controlling Person will be the natural person(s) who hold the position of senior managing official. (See definition of Controlling Person in the footnote)

<sup>4</sup>Related Entity: any parent or subsidiary of the company and any business, corporation, partnership, limited liability company or other entity in which the company or a parent or a subsidiary of the company holds a substantial ownership interest, directly or indirectly.

<sup>5</sup>Controlling Persons: The natural persons who exercise control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" shall be interpreted in a manner consistent with the Recommendations of the Financial Action Task Force.

# This page is to be completed by entities / corporations only

**Part 3: Country of Residence for Tax Purposes and related Taxpayer Identification Number or functional equivalent (“TIN”)**

Please complete the following table indicating:

- i. where the Applicant is tax resident; and
- ii. the Applicant’s TIN<sup>5</sup> for each country indicated.

If the Applicant is not a tax resident in any jurisdiction (e.g. because it is fiscally transparent), please indicate that on line 1 in the box below and provide its place of effective management or country in which its principal office is located.

If the Applicant is tax resident in more than three countries please use a separate sheet. If a TIN is unavailable please provide the appropriate reason A, B or C where appropriate:

- i. **Reason A:** The country where I am liable to pay tax does not issue TINs to its residents
- ii. **Reason B:** The Applicant is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)
- iii. **Reason C:** No TIN is required.

(Note. Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

Country of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		
3		

Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above.

1	
2	
3	

<sup>5</sup> Taxpayer Identification Number

## This page is to be completed by entities / corporations only

### Part 4: Declarations and Signature

I understand that the information supplied by me is subject to the full provisions of the terms and conditions governing the Applicant's relationship with SICO, including, but not limited to, those provisions related to the manner in which SICO may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Applicant and its account(s) may be reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Applicant may be tax resident pursuant to intergovernmental agreements to exchange financial account information with the country/ies in which this account(s) is/are maintained.

I certify that I am authorized to sign for the Applicant in respect of all the account(s) to which this form relates.

I certify that where I have provided information regarding any other person (such as a controlling person or other Reportable Person to which this form relates) that I will, within 30 days of signing this form, notify those persons that I have provided such information to SICO and that such information may be provided to the tax authorities of the country in which the account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise SICO within 30 days of any change in circumstances which affects the tax residency status of the individual identified in part 1 on page 21 of this form or causes the information contained herein to become incorrect, and to provide SICO with a suitably updated self- certification and Declaration within 90 days of such change in circumstances.

Name	Signature	Date

Note: Please indicate the capacity in which you are signing the form (for example 'Authorised Officer'). If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity:



## This page is to be completed by entities / corporations only

### Controlling Person<sup>7</sup> Tax Residency

To be filled out by All Corporate Applicants Only

#### Self-Certification Form CRS-1

<b>Part 1: Identification of a Controlling Person</b>	
A. Name of Controlling Person	
Middle Name(s)	
Family Name or Surname(s)	
Title: Mr. Mrs. Ms. Miss.	
B. Current Residence Address	
Line 1 House/Apt/Suite Name, Number, Street	
Line 2 Town/City/Province County/State	
C. Mailing Address	
Line 1 House/Apt/Suite Name, Number, Street	
Line 2 Town/City/Province County/State	
Country/P.O. Box	
D. Date of birth	
E. Place or birth Town or City of birth	
F. Country of birth	
G. Please enter the legal name of the relevant entity Applicant(s) of which you are a Controlling Person	
Legal name of Entity 1	
Legal name of Entity 2	

<sup>7</sup>Controlling Persons: The natural persons who exercise control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" shall be interpreted in a manner consistent with the Recommendations of the Financial Action Task Force.

## This page is to be completed by entities / corporations only

### Part 2: Country of Residence for Tax Purposes and related Taxpayer Identification number or functional equivalent ("TIN")

Please complete the following table indicating:

- i where the Controlling Person is a tax resident;
- ii the Controlling Person's TIN for each country indicated; and
- iii If the Controlling Person is tax resident in a country that is a Reportable Jurisdiction(s)<sup>8</sup> then please also complete part 3 "type of Controlling Person".

If the Controlling Person is tax resident in more than three countries please use a separate sheet. If a TIN is unavailable please provide the appropriate reason A, B or C:

- i **Reason A:** The country where the Controlling Person is liable to pay tax does not issue TINs to its residents
- ii **Reason B:** The Applicant is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)
- iii **Reason C:** No TIN is required. (Note. Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

	Country of tax residence	TIN	If no TIN available enter Reason A, B or C
1			
2			
3			

Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above.

1	
2	
3	

### Part 3: Type of Controlling Persons

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person's Status by ticking the appropriate box	Entity 1	Entity 2	Entity 3
a. Controlling Person of a legal person – control by ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Controlling Person of a legal person – control by other means	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Controlling Person of a legal person – senior managing official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Controlling Person of a trust - settlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Controlling Person of a trust – trustee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Controlling Person of a trust – protector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Controlling Person of a trust – beneficiary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**This page is to be completed by entities / corporations only**

h. Controlling Person of a trust – other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Controlling Person of a legal arrangement (non-trust)– settlor-equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Controlling Person of a legal arrangement (non-trust) – trustee-equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Controlling Person of a legal arrangement (non-trust) – protector-equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Controlling Person of a legal arrangement (non-trust) – beneficiary-equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Controlling Person of a legal arrangement (non-trust) other-equivalent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part 4: Declarations and signature**

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Applicant’s relationship with SICO setting out how SICO may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Controlling Person and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Controlling Person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Controlling Person (or I am authorized to sign for the Controlling Person of all the account(s) to which this form relates).

I certify that where I have provided information regarding any other person (such as a Controlling Person or other Reportable Person to which this form relates) that I will, within 30 days of signing this form, notify those persons that I have provided such information to SICO and that such information may be provided to the tax authorities of the country in which the account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise SICO within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide SICO with a suitably updated self- certification and Declaration within 90 days of such change in circumstances.

Name	Signature	Date

Note: If you are not the Controlling Person please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity:

# This page is to be completed by applicants that are individuals only

## Appendix D

### FATCA and CRS – Individual Accounts

To be filled out by all Individual Applicants only

FATCA US Status analysis for individual accounts

US Status evaluation criteria		
i	Are you a U.S. Citizen?	<input type="checkbox"/> Yes <input type="checkbox"/> No
i	Are you a Green Card holder?	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii	Are you a U.S. tax resident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
iii	Is your place of birth in the U.S.?	<input type="checkbox"/> Yes <input type="checkbox"/> No
iv	Do you have a U.S. residential or correspondence address?*	<input type="checkbox"/> Yes <input type="checkbox"/> No
v	Do you have a U.S. telephone number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
vi	Have you issued a standing instruction to transfer funds to an account with US address?	<input type="checkbox"/> Yes <input type="checkbox"/> No
vii	Have you given Power of Attorney or Signature Authority to a person with a U.S. address?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to all the questions is marked as 'No' then customer is not an U.S. customer.

\*Shop and shipping addresses maintained by customers will not be considered as a relevant address for this purpose.

### Declaration

I hereby confirm the information provided above is true, accurate and complete.

Subject to applicable local laws, I hereby consent for SICO BSC(c) or any of its subsidiaries (collectively "the Bank") to share my information with domestic or overseas regulators or tax authorities where necessary to establish my tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, I consent and agree that the Bank may withhold, and pay out, from my account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives. I agree and undertake to notify the Bank within 30 calendar days if there is a change in any information affecting my FATCA status which I have provided to the Bank.

Name	Signature	Date

### SICO Use Only

I	U.S. Resident	<input type="checkbox"/>
	Form W-9	<input type="checkbox"/>
II	U.S. Citizen	<input type="checkbox"/>
	Form W-9	<input type="checkbox"/>
III	Born in U.S.	<input type="checkbox"/>
	Form W-9	<input type="checkbox"/>
IV	Power of attorney	<input type="checkbox"/>
	Form W-9	<input type="checkbox"/>
V	Standing instructions to U.S.	<input type="checkbox"/>
	Form W-9	<input type="checkbox"/>

Relationship Manager

Name	Signature	Date

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

# This page is to be completed by applicants that are individuals only

## Individual Tax Residency

To be filled out by all Individual Applicants only

Self-Certification-Form CRS-1

### Part 1: Identification of Individual Applicant

A. Name of Applicant

Middle Name(s)

Family Name or Surname(s)

Title: Mr. Mrs. Ms. Miss.

B. Current Residence Address

Line 1 House/Apt/Suite  
Name, Number, Street

Line 2 Town/City/Province  
County/State

Country/P.O. Box

C. Mailing Address

Line 1 House/Apt/Suite  
Name, Number, Street

Line 2 Town/City/Province  
County/State

Country/P.O. Box

D. Date of birth

E. Place or birth Town or City of birth

F. Country of birth

G. Current Residence Address

H. Employer Name & Address

I. Passport Number

J. Nationality

### Part 2: Country of Residence for Tax Purposes and related Taxpayer Identification number or functional equivalent ("TIN")

Please complete the following table indicating:

- i where the Applicant is a tax resident;
- ii the Applicant's TIN<sup>9</sup> for each country indicated; and
- iii If the Applicant is tax resident in a country that is a Reportable Jurisdiction(s)<sup>10</sup> then please also complete part 3 "type of Controlling Person".

If the Applicant is tax resident in more than three countries please use a separate sheet. If a TIN is unavailable please provide the appropriate reason A, B or C:

<sup>9</sup> Taxpayer Identification Number

<sup>10</sup> Reportable Jurisdictions are jurisdictions with which an obligation to provide financial account information is in place and that is identified in a published list. This list can be found in Appendix F on page 33.

**This page is to be completed by applicants that are individuals only**

- i Reason A: The country where the Applicant is liable to pay tax does not issue TINs to its residents
- ii Reason B: The Applicant is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)
- iii Reason C: No TIN is required. (Note. Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

	Country of tax residence	TIN	If no TIN available enter Reason A, B or C
1			
2			
3			

Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above.

1	
2	
3	

**Part 3: Declarations and signature**

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Applicant’s relationship with SICO setting out how SICO may use and share the information Supplied by me.

I acknowledge that the information contained in this form and information regarding the Applicant and any Reportable Account(s) may be provided to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Applicant may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I certify that I am the Applicant (or I am authorized to sign for the Applicant) of all the account(s) to which this form relates.

I certify that where I have provided information regarding any other person (such as a Controlling Person or other Reportable Person to which this form relates) that I will, within 30 days of signing this form, notify those persons that I have provided such information to SICO and that such information may be provided to the tax authorities of the country in which the account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the person may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise SICO within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide SICO with a suitably updated self- certification and Declaration within 90 days of such change in circumstances.

## This page is to be completed by applicants that are individuals only

Name	Signature	Date

Note: If you are not the Applicant please indicate the capacity in which you are signing the form. If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity:

## Appendix E

### Bank Transfer Details – Elzaad Sukuk Fund

#### Bank Details

For the avoidance of any doubt, commitment amounts and any applicable fees, should be arranged in United States Dollars by wire transfer to:

Bank Name:	HSBC Bank Middle East Limited, Bahrain
Bank Address:	Building 2505, Road 2832, Block 428, Seef District, Kingdom of Bahrain
Account Name:	SICO IX-ELZAAD SUKUK SUB ACC
IBAN:	BH54BBME00001745215100
Currency:	USD
Account Number:	001-745215-100
Reference:	<i>insert Applicant name as stated in this Form</i>



## Appendix F

### List of Reportable Jurisdictions

1. Antigua and Barbuda	34. Indonesia
2. Argentina	35. Ireland
3. Australia	36. Isle of man
4. Austria	37. Italy
5. Azerbaijan	38. Japan
6. Barbados	39. Jersey
7. Belgium	40. Korea (South)
8. Brazil	41. Latvia
9. Bulgaria	42. Lithuania
10. Canada	43. Luxembourg
11. Chile	44. Malaysia
12. China	45. Malta
13. Colombia	46. Mauritius
14. Cook Islands	47. Mexico
15. Costa Rica	48. Netherlands
16. Croatia	49. New Zealand
17. Curacao	50. Norway
18. Cyprus	51. Pakistan
19. Czech Republic	52. Poland
20. Denmark	53. Portugal
21. Estonia	54. Russia
22. Faroe Islands	55. Saudi Arabia
23. Finland	56. Seychelles
24. France	57. Singapore
25. Germany	58. Slovak Republic
26. Gibraltar	59. Slovenia
27. Greece	60. South Africa
28. Greenland	61. Spain
29. Grenada	62. Sweden
30. Guernsey	63. Switzerland
31. Hungary	64. United Kingdom
32. Iceland	65. Uruguay
33. India	

