

## Meethaq Equity Fund Open-Ended Investment Fund (Initial Public Offering)

The unit price is 1.010 Omani Rial, distributed as 1.000 Omani Rial as the nominal value of the unit and 10 Baisa as issue expenses per unit

Prospectus

26 June, 2024

To All Investors

This Prospectus contains material information regarding the Meethaq Equity Fund (under formation) to be established and constituted as per the Securities Law of the Sultanate of Oman. This Prospectus has been prepared in accordance with the requirements promulgated by the Financial Services Authority (FSA). This is an unofficial English translation of the original Prospectus prepared in Arabic and approved by the FSA in accordance with the Administrative Order No. KH/38/2024 on 26 June 2024. The FSA assumes no responsibility for the accuracy and adequacy of the statements and information contained in this Prospectus nor shall it have any liability for any damages or loss howsoever arising from the reliance upon or use of any part of the same by any person. This Prospectus does not constitute an offer to sell or an invitation by or on behalf of the Fund to purchase any of the Units in any jurisdiction outside Oman where such distribution is, or may be, unlawful.

None of the Fund, Investment Manager or Issue Manager shall be held responsible for any information interpreted differently from the approved original Arabic Prospectus.



His Majesty Sultan Haitham bin Tarik

**Meethaq Equity Fund (under formation)****An open ended Shariah compliant equity investment fund**

Offering of Units in an aggregate amount of at least RO 1.000 and Unit price of RO 1.010 comprising a price per Unit of RO 1.000 and 10 Baizas as issue expenses.

**Subscription Start Date – 4<sup>th</sup> August 2024****Subscription Closing Date – 15<sup>th</sup> August 2024****Issue Manager**

Bank Muscat S.A.O.G.

Address: P.O. Box 134, P.C. 112 Ruwi, Sultanate of Oman

Tel: +968 24767032

Email: imanya@bankmuscat.com

**Investment Manager**

Bank Muscat Asset Management P.O. Box 134, Postal Code 112, Ruwi, Sultanate of Oman

Email: publicmarkets@bankmuscat.com

**Collecting Banks/Agent**

Collecting Agent	Phone	Address	Email
Meethaq Islamic Banking	+968 24801084	P.O. Box 134, P.C. 112 Ruwi, Sultanate of Oman	Bulund@bankmuscat.com
Bank Muscat S.A.O.G.	+968 24801032	P.O. Box 134, P.C. 112 Ruwi, Sultanate of Oman	fundbackoffice@bankmuscat.com
U-Capital	+968 24949053	P.O. Box 1137, PC 111, Oman	Hunaina@u-capital.net

**Auditor**

Crowe Mak Ghazali llc

Level 5, The Office, Al Kuwair

P.O Box 971 PC. 131, Sultanate of Oman

Tel: +968-24036300

Email: karl.jackson@crowe.om

Attn: Karl Jackson

**Legal advisor**

Trowers & Hamlins  
Al Jawhara Building,  
Al Muntazah Street,  
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Attn: Tom Reynolds

**Custodian**

Gulf Custody Company SAOC  
PO Box 1110, P.C. 114, Muttrah Port District,  
Sultanate of Oman  
Tel :+968 24216941  
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**Administrator**

Gulf Custody Company SAOC  
PO Box 1110, P.C. 114, Muttrah Port District,  
Sultanate of Oman  
Tel :+968 24216941  
Email: gccotrade@gulfcustody.com

## IMPORTANT NOTICE

All investors are requested to read the following notice carefully.

The aim of this Prospectus is to provide material information that may assist investors to make an appropriate decision whether or not to invest in the Units offered. With respect to this offer of Units, no one has any authority to give any information or make any representation other than those contained in this Prospectus and if any information is given or representation is made, it should not be relied upon as having been authorized by the Fund, the Investment Manager, the Issue Manager or the Management Body.

All investors should examine and carefully review this Prospectus in order to decide whether it would be appropriate to invest in the Units by taking into consideration all the information contained in this Prospectus, in particular the risk factors set out in Chapter 6 ("Risk Factors"). Investors should not consider this Prospectus a recommendation by the Fund, the Sponsor, the Investment Manager, the Issue Manager, the Collecting Banks/Agent or the Custodian and Administrator (each as defined below) to buy the Units.

This Prospectus is believed to include all relevant material information and data that is deemed to be important, and does not include any misleading information or omit any material information, the omission of which may materially influence the investors' decision pertaining to the investment in Units through this Prospectus.

The Issue Manager and the Members of the Management Body are severally and jointly responsible for the provision of this material information and confirm that, to their knowledge, appropriate due diligence has been conducted in connection with the preparation of, this Prospectus and further confirm that no material information has been omitted, the omission of which would render this Prospectus misleading. Please note that investments in investment funds are not guaranteed, the value of the Units change frequently and past performance may or may not be repeated. All investors should examine and carefully review this Prospectus especially the risk factors illustrated in Chapter 6 ("Risk Factors") in order to enable them take the appropriate decision in regard to investment in the Units offered or not.

The delivery of this Prospectus or the issue of Units shall not, under any circumstances, create any implication that the affairs of the Fund have not changed since the date of this Prospectus.

US Persons are not permitted to subscribe for Units. The Units have not and will not be registered under the United States Securities Act 1933, the United States Investment Company Act 1940, or the securities laws of any of the States of the United States of America and may not be directly or indirectly offered or sold in the United States of America or for the account or benefit of any US Person, except pursuant to an exemption from or in a transaction not subject to the registration requirements of the United States Securities Act 1933, United States Investment Company Act 1940 and similar requirements of such state securities law.

The Fund investments are subject to market fluctuations and to the risks inherent in all investments. Therefore, the price of Units may go down as well as up and the value of an investor's investment may be subject to sudden and substantial fall.

The Units may not be a suitable investment for all investors. Each potential investor in the Units must determine the suitability of its investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Units, the merits and risks of investing in the Units and the information contained in this Prospectus;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Units and the impact the Units will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Units including where the currency of payment is different from the potential investor's currency;
- understand thoroughly the terms of the Units and be familiar with the behavior of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear the applicable risks.

DISCLAIMER: Unless otherwise noted, the information in this Prospectus has been derived from sources believed to be accurate as of January 2024. Information derived from sources other than Meethaq Islamic Banking by Bank Muscat or their respective affiliates is believed to be reliable; however, no person has independently verified or guarantees its accuracy or validity. This material contains general information only and does not take account of any investor's investment objectives or financial situation and should not be construed as investment advice, recommendation or be relied on in any way as a guarantee, promise, forecast or prediction of future events regarding an investment or the markets in general. The opinions and predictions expressed are subject to change without prior notice. Any reference to a specific investment or security does not constitute a recommendation to buy, sell, or hold such investment or security, nor an indication that Meethaq Islamic Banking by Bank Muscat or their respective affiliates has recommended a specific security for any client account. Subject to any contrary provisions of applicable law, Meethaq Islamic Banking by Bank Muscat and their respective affiliates, and officers, directors, employees and agents, disclaim any express or implied warranty of reliability or accuracy and any responsibility arising in any way (including by reason of negligence) for errors or omissions in this document or in the information or data provided in this document.

The information in this document should not be construed as investment advice or a recommendation for the purchase or sale of any security.

Past performance is not a reliable indicator of future performance and should not be relied upon to make investment decisions. The value of investments and the income from them may fall as well as rise. Past performance is no guarantee of future results and should not be relied upon to make an investment decision. Investing involves risk, including possible loss of principal. The financial market outlook is based on current market conditions. There is no assurance that such events or projections will occur and actual conditions may be significantly different than that shown here.

This Prospectus may contain 'forward looking' information that is not purely historical in nature. These forward-looking statements generally can be identified by words or phrases such as "aim", "anticipate", "believe", "expect", "estimate", "intend", "objective", "plan", "project", "shall", "will", "will continue", "will pursue" or other words or phrases of similar import. Similarly, statements that describe the Fund's strategies, objectives, plans or goals are also forward-looking statements. Such information may include, among other things, projections and forecasts. There is no guarantee that any forecasts made will come to pass. All forward-looking statements are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those contemplated by the relevant forward-looking statements. The Sponsor has conducted the required due diligence to the best of their knowledge and believes that this Prospectus reflects the executable future plan of the Fund. Reliance upon information in this material is at the sole discretion of the reader. Important factors that could cause actual results to differ materially from the Fund's expectations include, among others:

- Global and local economic and business conditions;
- Changes in interest rates;
- Inability to estimate future performance;
- Inability to find suitable investments; and
- Changes in laws and regulations that apply to the Fund or its investments.

For a further discussion of factors that could cause actual results to differ, see Chapter 6 of this Prospectus entitled "Risk Factors".

The information in this Prospectus contains general information only on investment matters and should not be considered as a comprehensive statement on any such matters and should not be relied upon as such. The general information it contains does not take account of any investor's investment objectives, particular needs or financial situation, nor should it be relied upon in any way as a forecast or guarantee of future events regarding a particular investment or the markets in general. All expressions of opinion and predictions in this document are subject to change without notice.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS TAX ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL, AND BUSINESS-RELATED MATTERS CONCERNING THE PURCHASE OF THE UNITS.

This Prospectus has been approved by the Oman Financial Services Authority ("FSA") and will be governed by the rules and regulations of the Sultanate of Oman and the FSA.

The FSA is not responsible for the accuracy and adequacy of the information provided in this Prospectus. The FSA does not take any responsibility for any loss that may arise from dependence on information contained in this Prospectus.

The Arabic language version is the official version of this Prospectus. In case of any difference or discrepancy between Arabic and English versions, the Arabic version shall prevail.



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## PREFACE

This Prospectus is considered an important document.

A prospective investor should not treat the content of this Prospectus as investment, tax or legal advice. All prospective investors must make their own investigation and evaluation of the opportunity to invest in the Meethaq Equity Fund and should consult with their own advisors concerning the evaluation of the risks of the investment and its suitability for their individual financial and tax circumstances and risk preferences.

The Fund has been authorized and approved by the FSA as an investment scheme. In giving these authorizations, the FSA does not vouch for the financial soundness of the scheme nor for the correctness of any of the statements made or opinions expressed with regard to them. Furthermore, neither the FSA nor the Ministry of Commerce, Industry and Investment Promotion in the Sultanate of Oman will bear any responsibility to any Units holders for any loss resulting from reliance on any information contained in this Prospectus. The Units in the Fund are not listed on the MSX and no application has been made for the Units to be listed on the MSX.

The distribution of this Prospectus and the offering of the Units described herein may be restricted in certain jurisdictions and accordingly, persons into whose possession this Prospectus may come must inform themselves about and observe any such restrictions. This Prospectus does not constitute, and may not be used for the purpose of, an offer or solicitation by any person in any jurisdiction and may not be used for the purpose of, an offer or solicitation by any person in any jurisdiction:

1. In which such offer or solicitation is not authorized; or
2. In which the person making such offer or solicitation is not qualified or authorized to do so; or
3. To any person to whom it is unlawful to make such offer or solicitation.

This Prospectus is based on the law and practice currently in force in Oman and is subject to the changes therein.

Persons interested in acquiring Units should inform themselves as to:

1. The legal requirement within the countries of their nationality, residence, ordinary residence for such acquisition;
2. Any foreign exchange restrictions or exchange control requirements which they might encounter on acquisitions or disposal of Units; and
3. The income tax and other taxation consequences which might be relevant to the acquiring, holding or disposal of Units.

**ABBREVIATIONS & DEFINITIONS**

“Administration Services Agreement”	The agreement between the Fund and the Administrator concerning the provision of administration services to the Fund
“Administrator”	Agency appointed by the Management Body to act as administrator of the Fund
“AED”	UAE Dirhams
“Allotment Day”	In respect of each Unit, the day on which that Unit is allotted to the investor at the applicable NAV
“Anti-Corruption and Anti-Terrorism Laws”	Anti-money laundering, economic sanctions, anti-bribery and anti-boycott laws and regulations and other applicable laws and regulations relating to the prevention of money laundering and other similar applicable laws and regulations, as amended.
“Articles of Association”	The Articles of Association of the Fund, a copy of which is available for inspection at the office of the Investment Manager
“Auditor”	Agency appointed by the Management Body to act as auditor of the Fund
“AUM”	Assets under management
“Baisa/Bzs”	Omani Baisa (bzs 1,000 = 1 Rial Omani)
“Bank Muscat”	Bank Muscat S.A.O.G.
“Business Day”	Days on which the commercial banks and the MSX are open for business in the Sultanate of Oman
“CAGR”	Compound annual growth rate
“Collecting Banks/Agent”	The banks or entities appointed to collect applications for Units during the Initial Subscription Period <ul style="list-style-type: none"> <li>= Meethaq Islamic Banking</li> <li>= Bank Muscat</li> <li>= U-Capital</li> </ul>
“Commercial Companies Law”	Commercial Companies Law of Oman promulgated by Royal Decree No. 18/2019
“Commercial Law”	The Omani Commercial Code promulgated by Royal Decree No. 55/90, as amended

“Continuous Offer Period”	Period when the Fund reopens for continuous Subscription and Redemption of Units following the conclusion of the Initial Subscription Period
“Currency of the Units”	RO (Riyal Omani)
“Custodian”	Agency appointed by the Management Body to act as custodian of the Fund
“Custodian Agreement”	Agreement signed between the Custodian and the Fund setting out the terms of appointment of the Custodian
“Date of calculation of the NAV”	Business Day following the Valuation Day
“Dealing Day”	Days on which Units can be subscribed / redeemed excluding Fridays, Saturdays, and official holidays.
“Dealing Frequency”	Daily, provided the day is a Business Day
“Developed Markets”	Financial markets that are considered most developed with regard to their economy, ease of access to its capital markets, liquidity, foreign ownership laws, and corporate governance requirements
“Distributor”	Bank Muscat, Meethaq Islamic Banking and any other entity/persons responsible for marketing and selling the Fund’s units
“Dividends”	Payments which may be declared or paid by a fund or a company to its investors based on the availability of adequate distributable surplus, at such frequencies as it deems appropriate
“EGM”	Extraordinary General Meeting of the Unitholders
“Embargoes”	Countries subject to comprehensive sanctions, bans on trade, or other similar prohibitions imposed by any applicable statute, law or regulation of the Sultanate of Oman
“Emerging Markets”	Financial markets that are expected to become Developed Markets in the future but currently lack some of the key qualities of such advanced markets
“Equity” or “equity”	Equity securities represent ownership interests in a company or corporation or a financial asset, and include common stock, preferred stock and warrants and other rights to acquire such instruments
“ETF”	Exchange-traded fund
“EU”	European Union

“Fees”	<p>i) Management fee: 1.50% per annum of the Fund’s Net Asset Value, which is due for payment on a monthly basis;</p> <p>ii) Performance fee: 10% of all amounts paid or available for payment above the hurdle rate of 10% per annum;</p> <p>iii) Administration and Custodian fee: 0.125% per annum of the Fund's Net Asset Value, subjected to minimum fees of RO 7,000 per annum;</p> <p>iv) Registrar fee: 0.07% per annum of the Fund's Net Asset Value, subject to minimum fees of USD 1,750 per month for the first 3 months post launch of the Fund and USD 2,000 per month after 3 months post launch of the Fund</p>
“Financial Year”	1 January to 31 December
“FSA”	The Financial Services Authority of Oman
“FSA Law”	The Financial Services Authority Law of Oman issued pursuant to Royal Decree 80/98 as amended
“FSA Regulations”	Executive Regulations of the FSA Law (issued pursuant to Administrative Decision No 1/2009)
“Fund”	Meethaq Equity Fund, an open-ended investment fund established under the laws of Oman
“GCC”	Gulf Cooperation Council comprising Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the United Arab Emirates
“GDP”	Gross domestic product
“GDR”	Global Depository Receipt
“General Meeting”	The General Meeting of the Unitholders
“Governing Law”	The laws of Sultanate of Oman
“IMF”	International Monetary Fund
“Index”	S&P GCC Shariah index
“Initial Subscription Form”	Form to be submitted by Subscribers for subscription for Units in the Initial Subscription Period
“Initial Subscription Period”	The period during which Units of the Fund will be available for subscription at the Initial Subscription Price
“Initial Subscription Price”	The initial subscription price for Units offered in the Initial Subscription Period, as detailed in this Prospectus
“Investment Management Agreement”	The agreement between the Fund and the Investment Manager concerning the management of the Fund
“Investment Manager”	Bank Muscat Asset Management

“IPO”	Initial public offering
“Issue Manager”	Bank Muscat S.A.O.G.
“Legal Advisor”	Agency appointed by the Management Body as the legal advisor to the Fund (Trowers & Hamlins)
“Management Body”	The management body of the Fund, comprising the persons whose details appear in Chapter 4 (“Management of the Fund and Service Providers”) of this Prospectus, who will have overall responsibility for the affairs of the Fund or any successor thereto
“Meethaq Islamic Banking” or “Meethaq”	Meethaq Islamic Banking, by Bank Muscat
“Member”	Member of the Management Body
“MENA”	Middle East and North Africa
“Minimum Redemption”	RO 50
“Minimum Subscription”	RO 50
“MSX”	Muscat Stock Exchange
“Net Asset Value” or “NAV”	The total assets less all liabilities of the Fund, calculated as stated in Chapter 12 (“Net Asset Value Calculation”) of this Prospectus
“Net Asset Value per Unit”	The Net Asset Value divided by the total number of Units in issue
“Objective”	The main objective of the Fund is to achieve long-term capital appreciation along with dividend income by investing in a diversified portfolio of Shariah compliant securities in the GCC. The Fund will invest in equity and equity-related securities listed in Oman and other countries in the GCC region. The Fund may invest up to 15% of its assets into Shariah compliant securities listed in the international markets and Shariah compliant mutual funds
“PMI”	Purchasing Managers’ Index
“Prospectus”	This prospectus document that has been filed with the FSA providing details on the offer of Units in the Fund
“Redemption”	Redemption of Units through the submission of a duly completed redemption form to the Registrar and Transfer Agent
“Registrar and Transfer Agent”	Agency appointed by the Management Body to act as registrar and transfer agent for the Fund
“RO”	Rial Omani, the official currency of Oman

“Rules”	The rules governing the operations and membership of the Management Body
“Sanctioned Persons”	Any persons (whether natural or juristic) identified as part of any applicable law or regulation or any applicable governmental or other published list of the Sultanate of Oman with whom the Fund, the Investment Manager or the Administrator is prohibited or otherwise restricted from transacting business, or any person (whether natural or juristic) owned or controlled by such persons
“Securities Law”	Securities Law promulgated by Royal Decree 46/2022
“Shariah Supervisory Board”	The Shariah supervisory board of the Fund, as detailed in Section 7.5 of this Prospectus
“Sponsor”	The sponsor of the Fund viz. Meethaq Islamic Banking
“Subscriber”	Subscriber for Units in the Initial Subscription Period or Continuous Offer Period
“Subscription”	Subscription for Units, through the submission of a duly completed subscription form, to the Registrar and Transfer Agent during the Continuous Offer Period
“Subscription Closing Date”	The last day of the Initial Subscription Period [15 <sup>th</sup> August 2024]
“Subscription Fee”	Up to 3% of the subscription amount, as determined by the Investment Manager on a case-by-case basis, in relation to subscriptions during the Continuous Offer Period
“Subscription Start Date”	The first day of the Initial Subscription Period [4 <sup>th</sup> August 2024]
“UAE”	United Arab Emirates
“UCIT” or “UCITs”	Undertakings for the Collective Investment in Transferable Securities, a regulatory framework of the European Commission for mutual fund investments
“Underlying Funds”	Has the meaning given to it in Chapter 6 (“Risk Factors”)
“Unitholders”	Holders of Units in the Fund
“Units”	Units in the Fund, each representing one proportionate divisible share in the Fund. Fractions of Units will be issued up to three decimal places
“USA”	United States of America
“USD”	United States Dollar (RO 1 = USD 2.5974, based on the prevalent fixed currency peg as sourced from the Central Bank of Oman as at the date of this Prospectus)

“US Person”	(a) A citizen of the USA; (b) an entity or person organised under the laws of the USA or any state, territory or possession of the USA; (c) the government of the USA or of any state, territory or possession of the USA; or (d) a representative of, or entity controlled by, any person referred to in any of paragraphs (a) through (c)
“Valuation Day”	Every Business Day
“VAT”	Value added tax



## CHAPTER 1 - THE FUND

The information set out below has been derived from, and should be read in conjunction with, the full text of this Prospectus. Meethaq Equity Fund is an open-ended investment fund. The Fund is constituted under the provisions of the Securities Law and the FSA Regulations. The Fund's Management Body will supervise the activities and assets of the Fund.

Investments in the Fund shall be exposed to risks. The Fund does not guarantee any returns. Please refer to Chapter 6 ("Risk Factors") for further discussions on key risk factors applicable to this Fund.

### 1.1. SUMMARY

<b>Fund Name</b>	Meethaq Equity Fund
<b>Address</b>	P.O. Box 134, P.C. 112 Ruwi, Sultanate of Oman
<b>Fund Structure</b>	<p>Open-ended investment fund established under the laws of Oman to invest predominantly in the Shariah compliant equity and equity equivalent securities in the GCC region. The Fund may invest 15% of its assets into Shariah compliant securities listed in the international markets and in Shariah compliant mutual funds</p> <p>The Fund is a contractual arrangement between Unitholders, the Management Body and the Investment Manager, under which investors acquire Units providing a pro-rata entitlement to the net assets of the Fund on a divisible basis as per the terms and conditions described in this Prospectus. The Fund will not be listed on the MSX. For the subscription and redemption process, please refer to Chapters 9 ("Subscription for Units") and 10 ("Redemption of Units") of this Prospectus.</p>
<b>Fund Currency</b>	RO
<b>Fund Capital</b>	Minimum: RO 2,000,000
<b>Initial Issue Price</b>	RO 1.010 per Unit (distributed as 1.000 Omani Rial as the nominal value of the unit and 10 Baisa as issue expenses per unit)
<b>Subscription Start Date</b>	4 <sup>th</sup> August 2024

Subscription Closing Date	15 <sup>th</sup> August 2024
Minimum Subscription	During Initial Subscription Period - RO 50 During Continuous Offer Period - RO 50
Maximum Subscription	No maximum subscription amount
Receiving Redemption and Subscription requests	Every Business Day (except Fridays, Saturdays and official holidays)
Processing Redemption and Subscription requests	Every Business Day (except Fridays, Saturdays and official holidays)
Valuation Frequency	Daily
Investment Manager	Bank Muscat Asset Management
Custodian	Gulf Custody Company SAOC
Administrator	Gulf Custody Company SAOC
Auditor	Crowe Mak Gazali
Legal Advisor	Trowers & Hamlins
Collecting Banks/Agent	(1) Bank Muscat (2) Meethaq Islamic Banking (3) U-Capital
Registrar and Transfer Agent	KFin Technologies Limited
Distributor	Bank Muscat, Meethaq Islamic Banking and any other entity/persons responsible for marketing and selling the Fund
Subscription Fee	Up to 3% of the subscription amount, as determined by the Investment Manager, in relation to subscriptions during the Continuous Offer Period
Redemption fee	Nil
Minimum Redemption	RO 50
Expenses	The Fund will also deduct other operating expenses as discussed in detail in Chapter 9 ("Fees and Expenses")
Method of payment	All payments will be made by: <ul style="list-style-type: none"> <li>• Electronic Fund Transfer</li> <li>• Cheque</li> </ul>
Fund's Financial Year	From 1 <sup>st</sup> January until 31 <sup>st</sup> December of each year, first year will commence from the end of the Initial Subscription Period until 31 <sup>st</sup> of December of the same year

## 1.2 THE FUND

The Fund is being established as an unlisted open-ended fund

The Fund is sponsored by Meethaq Islamic Banking.

The Fund will be managed and supervised by the Management Body elected in accordance with the provisions of the Fund's Articles of Association. The Fund shall entrust the management of its investments to the Investment Manager as appointed by the Management Body.

## 1.3 ESTABLISHMENT & GOVERNANCE

The Fund is an investment fund attached to Meethaq Islamic Banking with a variable capital divided into Units. The affairs of the Fund will accordingly be governed by this Prospectus and the Articles of Association which will serve as the constitution of the Fund. All provisions of the Securities Law and FSA Regulations and other directives issued by the FSA shall apply to the Fund at all times.

## 1.4 DIVIDEND POLICY

The Fund's dividend policy is set within the framework of the FSA Regulations, wherein the Investment Manager will make a recommendation to the Management Body on whether to distribute or reinvest the dividends, any proceeds and returns from investments or other balances available to the Fund.

The Management Body may decide to distribute by way of dividends or other distributions to Unitholders or reinvest in the Fund any dividends, proceeds and returns from investments or other balances available to the Fund as deemed appropriate by the Management Body after considering the recommendations of the Investment Manager.

## CHAPTER 2 - INVESTMENT OBJECTIVES, PROCESS AND RESTRICTIONS

### 2.1 INVESTMENT OBJECTIVE

The main objective of the Fund is to achieve long-term capital appreciation and generate dividend income by investing in a diversified portfolio of Shariah compliant equities and equity equivalent instruments listed in the GCC stock exchanges

The Fund will invest principally in Shariah compliant equity securities and equity related securities, such as convertible fixed income securities and warrants listed in the GCC stock exchanges. The Fund shall invest at least 75% of its capital to attain its main objectives. The remaining assets of the Fund not invested in equity and equity-related securities will be invested in Shariah compliant instruments such as Sukuks and Shariah compliant short-term fixed income securities, money markets instruments/funds and bank accounts, including those managed by the Investment Manager. The Fund may also invest in initial public offerings of companies.

The Fund may invest up to 15% of its assets into Shariah compliant securities listed in international markets and Shariah compliant mutual funds including those managed by the Investment Manager. The Fund may deal in and own funds in foreign currencies apart from the currencies in which it has invested and which are freely convertible in Omani Rial and USD.

The assets of the Fund will be denominated in RO. The Fund may hedge its currency exposure. The normal policy will be for the Fund to be invested to a substantial extent in shariah compliant equity or equity related securities but, in exceptional circumstances and with the consent of the Management Body, the Investment Manager may seek to protect the capital value of the assets by disposing part or all of the investment portfolio and investing the proceeds in shariah compliant fixed income instruments and banking accounts, provided that in each case it is denominated in Omani Rial or USD.

Any change to the investment policy is the responsibility of the Management Body. The policy may be amended from time to time if at least three-quarters of the Members of the Management Body deem it to be in the best interests of the Unitholders and Unitholders will be notified of any such change in advance of its implementation. Any change to the investment policy will require the prior approval of an extraordinary resolution of Unitholders and the consent of the FSA.

### 2.2 BENCHMARK

The Management Body shall review the performance of the Fund and that of the Investment Manager on an ongoing basis, in comparison with a standard or pre-defined measurement, utilizing the S&P GCC Shariah Index.

This benchmark may be amended by the Management Body at any time if an alternative measure or index, in the view of the Management Body, provides a more appropriate comparison taking into account all the relevant considerations.

### 2.3 INVESTMENT RESTRICTIONS

The Investment Manager will attempt to accomplish the Fund's investment objective by following the policies set forth below, in compliance with the regulations stipulated in the FSA Regulations:

1. The Fund shall not hold more than 10% of the outstanding securities of any issuer.
2. The fund's investments in any securities issued by any single issuer shall not exceed 10% of the net asset value of the fund (NAV). This provision shall not apply to index funds.
3. The investment fund shall not borrow more than 10% of its net asset value.

Any change to the investment restrictions or borrowing limit will require the prior approval of an Extraordinary General Meeting resolution of Unitholders and the consent of the FSA.

## CHAPTER 3 - ISSUE MANAGER AND INVESTMENT MANAGER

### 3.1 ISSUE MANAGER

Bank Muscat will act as the issue manager for the Fund. The Issue Manager will perform the role of issue manager for the Fund and the offering described in this Prospectus in accordance with all laws, regulations applicable in Securities Law and the FSA Regulations.

Bank Muscat is the leading financial institution in Oman with a strong presence in corporate banking, personal banking, investment banking , islamic banking, treasury, private banking and asset management.

The bank has the largest network of branches and electronic channels in Oman, as well as branches in Saudi Arabia, Kuwait and representative offices in Dubai (UAE), Iran and Singapore.

The bank has been closely associated with the progressive march of the nation in all realms, participating in development projects and initiatives aiming at boosting the national economy.

### 3.2 INVESTMENT MANAGER

The day to day management of the Funds portfolio will be the responsibility of the Investment Manager who will manage the assets of the Fund in accordance with the rules and principles stated in this Prospectus, the Articles of Association and the terms of the Investment Management Agreement.

Bank Muscat's asset management team has a proven track record of more than 30 years and is the largest asset manager in Oman and one of the leading asset managers in the GCC region, with approximately USD 2.9 billion of AUM. It offers tailored investment solutions across asset classes including equity, fixed income, real estate and private equity managed through mutual funds and managed portfolio mandates for conventional and Shariah compliant investments.

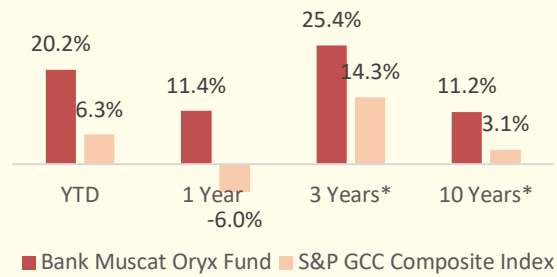
Over the last several years, Bank Muscat has created long-term partnerships across a wider investor base that include local and international pension funds, fund of funds, family offices, high net worth individuals, corporations and other entities. The Bank Muscat asset management team also provides its expertise across multiple asset classes to retail investors through various funds and products

The various funds managed by Bank Muscat are:

Fund	Since	Brief description
Bank Muscat Oryx Fund	1994	The main objective of the fund is to achieve capital appreciation and regular income by investing into the stocks listed in the MENA stock exchanges. The fund can allocate up to 15% of its assets to the securities listed in international markets and mutual funds.

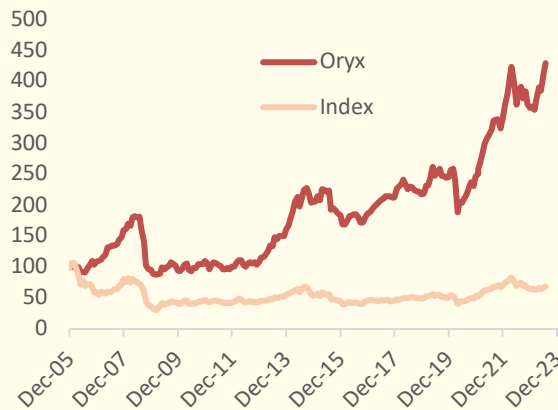
The fund is one of the largest and best performing funds focused on the MENA/GCC region with a successful track record of capital appreciation and dividend distribution over the past 29 years. The fund follows a bottom-up stock specific investment approach with a proven investment process and philosophy.

The performance of the fund across various periods as at 31 July 2023 is as given below.



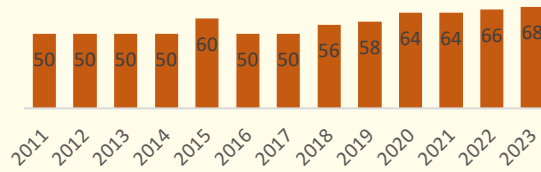
\*percentage figures represent annualized performance.

The growth of RO 100 invested into the fund since 2005 is as shown below.



Thus, Oryx Fund has consistently outperformed the underlying benchmark by a wider margin across various periods and has generated significant outperformance against the benchmark over the longer period.

The fund also rewarded its investors with consistent dividend distribution as shown in the below chart (in Baizas per year).



The fund has been accredited by multiple awards such a Lipper Award for the Best GCC fund in 2009, 2015, 2016, 2018, 2019 and 2020, and best GCC Equity Fund under USD 30 million by MENA FM in 2013, 2014, 2015 and 2018.

Oman Integrated Tourism Projects Fund	2007	Oman Integrated Tourism Projects Fund was the first and largest Omani real estate fund with size of USD 259 million. The fund was structured and placed in 2007. The fund had a mandate to invest primarily in the development of integrated tourism projects in Oman. The fund completed its investment exits in 2018 and has been fully wound down.
Bank Muscat India Fund - domiciled in Mauritius	2009	A fund established in Mauritius for investing directly in equities and convertible securities of Indian listed companies.
Oman Fixed Income Fund	2010	A fund with a corpus of USD 230 million and the largest and first-of-its-kind in Oman for subordinated investments across the GCC. The fund is registered with the FSA and has an attractive track record of delivering annualized returns of 7.4% since its inception in 2010.
Bank Muscat Money Market Fund	2013	A short-term liquidity management tool and the only one of its kind available in Oman with daily liquidity and no entry or exit load. The fund is registered with the FSA and is the largest open-ended fund in Oman.
Bank Muscat GCC Property Income Fund	2014	The fund was established to invest in income generating real estate assets in the GCC region.
Izdihar Real Estate Fund	2015	A FSA registered fund with a mandate to invest in income generating real estate assets in the GCC region. The Fund



		has grown to be the largest REIF in Oman with assets in the UAE and Oman.
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The Bank Muscat asset management team has won numerous awards for its credentials in the field of fund management. Some of the recent awards are shown below:

- Oman Asset Manager of the Year in 2010, 2011, 2013, 2015, 2017 and 2018 by MENA FM.
- Best Asset Manager - Oman in 2010, 2011, 2013 and 2015 by EMEA Finance.
- Winner of the 2011, 2014, 2015, 2016 and 2018 Oman Best Asset Manager by Global Investor.

The asset management team believes that its expertise, rigorous investment process and customer focus gives it an edge in the marketplace. It always aims for true partnership with its clients, putting their investment goals first. Its experienced asset management team has established contacts with market intermediaries and company management teams across the GCC region. They integrate research at every stage of the investment process, which has enabled them to outperform their benchmarks and peers across mandates on a consistent basis. Below are some of the Bank Muscat asset management team's competitive advantages:

Experienced team:	Investments are managed by a team of experienced professionals with average years of experience of more than 10 years. The key individuals managing GCC strategies have been working with the bank for more than 15 years. The core investment team is quite stable with very low turnover thus ensuring consistency of performance.
Proven track record:	The portfolios and funds managed by Bank Muscat have consistently delivered outstanding returns with significantly less volatility than the market thus outperforming the benchmark as well as the peer funds.
Disciplined and rigorous investment processes:	Investment decisions are driven by a combination of fundamental research and technical analysis. The process has evolved over the years and has been refined continuously to reflect the current market requirements.
Strong operational controls:	Independent back office operations provide strong controls on operations. Bank Muscat emphasizes clear

	segregation of client portfolios, with dedicated and best in class IT systems.
Robust risk management:	Strict compliance to regulatory and accounting guidelines and strong process orientation with monitoring by multiple internal and external control functions and regulators.

### 3.3      **ROLE OF THE INVESTMENT MANAGER**

The Investment Manager will be responsible for identifying investment opportunities and entering into transactions consistent with the objectives and investment guidelines of the Fund. After an investment is made, the Investment Manager will be responsible for monitoring the investment until the time of exit. More specifically, the Investment Manager shall be responsible for monitoring the portfolio structure, investment performance and compliance with the asset allocations.

The Investment Manager will manage the day-to-day affairs of the Fund in line with the terms of this Prospectus, the Articles of Association, the Investment Management Agreement and any applicable laws or regulations for the time being in force.

The Investment Manager shall manage the portfolio of the Fund in the best interest of the investment objectives of the Fund as stipulated in the Articles of Association, and shall take all investment decisions or other decisions in the best interest of the Fund and Unitholders. The Investment Manager shall also provide liquidity for the Fund to discharge any obligations and safeguard from any unnecessary investment risks.

The duties of the Investment Manager include:

- Manage the portfolio of the fund in the best interest of the investment objectives of the Fund as stipulated in the Articles of Association.
- Take all investment decision or other decisions in the best interest of the Fund and investors.
- Accurately record all purchase and sale transactions undertaken in favour of the Fund and in keeping with their time sequence.
- Shall have an accounting system to classify, monitor and check all transactions in the Fund's portfolio which are entered into the system and adjust to the cash and securities accounts opened in the name of the fund with the custodian.
- Provide liquidity for the Fund to discharge any obligations.
- Safeguard the Fund from any unnecessary investment risks.

The Investment Management Agreement shall be in force until terminated (i) by at least 3 months' notice in writing by either the Investment Manager or the Fund; (ii) automatically upon the appointment of the liquidator of the Fund; and (iii) immediately by the Fund upon certain occurrences set out in the termination provision of the Investment Management Agreement relating to the Investment Manager's breach of its obligations, winding-up, ceasing to hold required authorizations, licenses and approvals to conduct its business and if the Fund is required to be terminated by any governmental authority in Oman.

The Investment Manager is not liable for any occurrences arising from the performance of its duties and obligations under the Investment Management Agreement or this Prospectus unless in an occurrence where the Fund suffers loss as a result of negligence, bad faith or willful default of the Investment Manager or any of its officers, employees or agents.

Subject to the approval of the Fund, the Investment Manager has the power to appoint advisers to advise it in connection with the performance of its duties. In such circumstances, the Investment Manager shall ensure that such advisers comply with the provisions of this Prospectus and the Investment Management Agreement and any fees for such appointments shall be the responsibility of the Investment Manager.

## CHAPTER 4 - MANAGEMENT OF THE FUND AND SERVICE PROVIDERS

### 4.1 MANAGEMENT OF THE FUND

The management of the assets of the Fund will be the responsibility of the Management Body, who will delegate day-to-day investment decisions to the Investment Manager subject to the terms of the Investment Management Agreement. The Management Body will be responsible for formulating the Fund's investment strategy and the guidelines to be adopted by the Fund and will review the activities of the Investment Manager on an on-going basis. The Investment Manager will manage the assets of the Fund by investing and trading in securities on behalf of the Fund in accordance with the instructions of the Management Body and the rules and principles stated in this Prospectus. No other party will have the right to interfere in the management of the Fund in any decision taken in relation thereto so long as the terms of this Prospectus and the Articles of Association are observed.

The first Fund's Management Body consists of four (4) members. The Management Body shall be elected by the general meeting of the Unitholders in accordance with the provisions of the Articles of Association.

### 4.2 MANAGEMENT BODY

The first members of the Management Body are to be as follows (note that none of the Members are representing any organization and are acting in their individual capacity):

	Candidate	Summary of the candidate	Position
1	Mr Ghusen Hilal Abdullah Al Abri	Mr. Ghusen Al Abri specializes in strategic leadership, investing, public sector administration and team management, with over 23 years of experience at Royal Court Affairs (RCA), Sultanate of Oman. He is currently the Assistant Director General of Expenditure at RCA. With a wealth of experience at RCA, he is part of leadership team managing multi-asset portfolio in the global financial markets.  He currently serves as the Chairman of Bank Muscat Money Market Fund, the largest fund of its category in the country. He also holds the position of Vice Chairman of Izdihar Real Estate Fund and Oman Fixed Income Fund. He is a valued member of the Management Body at Oryx Fund. Within RCA, he serves as a member of the Tender Committee. Beyond RCA, he plays an active role in supervisory and management committees of companies operating in hospitality and education sector in Oman. He holds a degree in Business Administration.	
2	Mr. Sulaiman Abdullah Khalfan Al Balushi	Mr. Sulaiman Abdullah Khalfan Al Balushi is the Director of Investment Department at Royal Court Affairs. He has completed his Master in International Banking, Finance and Risk Management in 2015 from Glasgow Caledonian University. He is holder of Diploma in Accounting from Sultan Qaboos University. He is serving Royal Court Affairs in different capacities and have accumulated experience in	

		operational management, audit, administration along with investment management. He is Deputy Chairman of Bank Muscat Oryx Fund and board member of Izdihar Real Estate Fund,	
3	Mr. Said Al Habsi	<p>Mr. Said Al Habsi has an extensive experience in International Investments, Finance, and Business Development, and has spent more than two decades in the most prestigious Investment Funds in Oman. He is an Investment Director at Oman Investment Authority (OIA), holds MBA and Bachelor of Finance. Previously, he worked for Oman Investment Fund (OIF), and Ministry of Defense Pension Fund holding various senior posts in Investment and Finance fields.</p> <p>He is also a certified professional accountant.</p> <p>Mr. Said has been a Board member of several general joint stock companies; like National Bank of Oman SAOG and Salalah Mills SAOG.</p> <p>He has attended a host of Specialized Executive Management Development Programs at International Institutes of worldwide repute including, IMD, Columbia Business School and Cambridge University Judge Business School. He has also participated in National Leadership Program that is organized by Royal Academy of Management with collaboration with Oxford University.</p> <p>With experience of more than 20 years, Mr.Said has robust understanding of global markets with extensive in-depth knowledge of investment, economic, FDI and Finance.</p>	
4	Mr. Nabil Al Mahrouqi	<p>Mr. Nabil Al Mahrouqi holds a Master degree in Business Administration from the University of Strathclyde in the UK and a Bachelor degree in Science from the College of Economics and Political Sciences from Sultan Qaboos University, majoring in Finance. He has more than 12 years of experience in investment in international financial markets, financial analysis and research. He has a brokerage license from the Muscat Stock Exchange . He is a certified analyst in Financial Analysis and Financial Modeling (FMVA) from the Corporate Financial Institute (CFI). Mr. Nabil is currently the Head of the local and GCC Investments in the Public Authority for Social Insurance (PASI). Before joining PASI in 2012, he worked at Sultan Qaboos University and the Omani Encyclopedia project.</p> <p>Mr. Nabil is currently a member of the Board of Directors of Oman Chlorine Company since 2016 and a member of the Remuneration and Nomination Committee, Muscat National Development and Investment Company (ASAAS) and the Chairman of Audit Committee since 2021, and Al Maha Petroleum Products Marketing company. He also served as a member of the Board of Directors of A'Sharqiya Investment Holding Co. (SAOG) between 2019 -2021. Mr. Nabil attended many specialized programs in the field of management, leadership, finance and investment at several international institutions.</p>	

#### **4.3 REMUNERATION OF MEMBERS**

The Management Body will be entitled to a fee not exceeding RO 2,800 per annum to the Chairman, RO 2,400 per annum to the Vice Chairman, RO 2,000 per annum for each Member alongside reimbursement of expenses properly and reasonably incurred by them in the execution of their duties.

#### **4.4 RULES FOR THE MANAGEMENT BODY**

The Management Body will conduct its business at all times in accordance with all applicable laws of the Sultanate of Oman and the following rules:

##### **Number of Members**

The number of Members ranges from 3 to 5 including the chairman and vice chairman.

##### **Powers and Duties of the Management Body**

1. Evaluation of the Fund's investment performance taking into account the investment objectives of the Fund.
2. Ensure the Fund's compliance with this Prospectus, the Articles of Association and statutory requirements.
3. Evaluation of the performance of the Investment Manager and other service providers to the Fund.
4. Ensure adequacy of the Fund's systems to safeguard its assets and ensure that adequate accounting controls are in place.
5. Ensure the Investment Manager's system and controls are adequate to ensure compliance with the interests of the Fund and Unitholders.
6. Avoidance of conflicts of interest and ensuring that adequate measures are in place to resolve any conflict of interest in the best interest of the Fund and Unitholders.
7. Ensure segregation of function when one company is acting as provider of more than one service to the Fund whilst taking into account the provisions of the FSA Regulations to this effect.
8. Approve the transactions with related parties and disclose the same.
9. Approve the annual report, financial statements and other information and disclose to the public and Unitholders to ensure that disclosure is fair, timely, transparent and not misleading.
10. Appointment and removal of service providers and determining their fees.
11. Take resolutions pertaining to distribution of dividends.

## Proceedings of Management Body Meetings

### The following must be considered in the Management Body Meetings:

1. The number of attending Members shall not be less than two-thirds of the total number of Members.
2. The Members shall not take part in discussions and/or voting on matters if he or his spouse or relatives up to second degree have an interest in the subject matter.
3. Approval of resolutions shall need support from a majority of the Members.
4. Objection by a Member to any resolution shall be recorded in the minutes of the meeting.
5. The Management Body shall meet at least four (4) times per year with a maximum time gap of four (4) months between any two (2) consecutive meetings.

## Appointment of Members

Where any Member's position falls vacant prior to the end of the term, the other Members may co-opt a Member as replacement until the end of the term.

## Qualifications of Members

Each Member shall possess the following qualifications:

1. Having good conduct and sound reputation.
2. Not convicted in any crime or an offence involving dishonesty or breach of trust or a crime stipulated in the FSA Law, the Commercial Companies Law or the Commercial Law unless rehabilitated.
3. Not declared as bankrupt.

The office of a Member shall be vacated in the following cases:

1. He or she resigns his or her office by written notice.
2. He or she has absented himself or herself (such absence not being pre-informed absence with leave or by arrangement with the Management Body) for meetings of the Management Body for a consecutive period of twelve (12) months.
3. He or she becomes of unsound mind or incapable of performing his or her roles and responsibilities.
4. He or she becomes bankrupt, suspends payment with his or her creditors, or compounds with his or her creditors.
5. An ordinary general meeting resolution is passed removing him or her of his or her position.
6. The board of directors of the FSA issues a resolution to dismiss the Member.

#### 4.5 SHARIAH SUPERVISORY BOARD

The role of advising the Fund in matters related to Shariah has been entrusted to the Shariah Supervisory Board constituting of the following members:

1	<p><b>H.E Dr. Abdullah bin Mubarak Al-Abri (Chairman)</b></p> <p>Dr. Abdullah Al-Abri is a prominent consultant in the Sultanate in Islamic law generally and Islamic banking in particular. He has a prominent presence and clear contributions locally in the legal arena. His Eminence has been Vice Chairman of the Sharia Supervisory Board of Maisarah Islamic Banking (Bank Dhofar) since establishment, 2013, and served as a Professor at the Faculty of Law at Sultan Qaboos University, Professor of Macroeconomics &amp; Microeconomics at the same faculty, a visiting Professor at the Faculty of Shari'a Studies –Muscat, and contract as well as investment programs consultant to Jibreen –Oman, a certified lawyer at the Supreme Court in the Sultanate of Oman, a member of the Board of Directors of the Omani Bar Association, among other roles. He holds a PhD in economics &amp; Islamic banking, from Yarmouk University –Jordan (2009), an M.A in jurisprudence and its principles, from Al al-Bayt University –Jordan (2002), and a B.A in Sharia, from the Institute of Sharia Sciences, Sultanate of Oman (1996). Currently, Dr. Al-Abri is the Vice Chairman of the Board of Trustees –Al-Buraimi University College –Oman, and often appears on legal and Shari'a scholarly platforms locally and internationally.</p>
2	<p><b>H.E Prof. Dr. Mohamad Akram Laldin (Deputy Chairman)</b></p> <p>Prof. Dr. Laldin is a leading Shari'a advisor and distinguished professor in Islamic banking, Islamic finance and Islamic capital markets worldwide. He was on the Shari'a advisory board of: Accounting &amp; Auditing Organization for Islamic Financial Institutions (AAOIFI) – Bahrain, HSBC Insurance –Singapore, and Energy Bank –Bahrain, among others. In academics, Dr. Laldin is the Executive Director of the International Sharia Research Academy for Islamic Finance (ISRA), and Professor at the International Center for Education in Islamic Finance (INCEIF). He was Assistant Professor at IIUM –Malaysia, Visiting Assistant Professor at the University of Sharjah –UAE, &amp; Head –Department of Fiqh and Usul, Kulliyah of Islamic Revealed Knowledge &amp; Human Sciences –IIUM, among other roles. H.E has received the following awards, <i>Malaysian Islamic Personality Award</i> (2017), <i>The Most Outstanding Individual Contribution to Islamic Finance during KLIFF</i> (2016), and <i>The Zaki Badawi Award for Excellence in Shariah Advisory &amp; Research</i> (2010). Dr. Laldin authored and published heavily in the Islamic finance and capital market sectors, and appears on Islamic related events worldwide. Currently, he serves as a Member of the Shari'a Advisory Council of Bank Negara Malaysia, the International Islamic Financial Market (IIFM) –Bahrain, the Shariah Supervisory Board of Dubai Islamic Bank –UAE, and the Financial Regulation Advisory Council of Experts, Central Bank of Nigeria. Dr. Laldin received a PhD in Islamic Law from the University of Edinburgh, Scotland –UK (1995), and a B.A Hons –Islamic Jurisprudence &amp; Legislation from University of Jordan (1989).</p>
3	<p><b>H.E Prof. Dr. Abdul Aziz K. Al Qassar (Member)</b></p> <p>Professor Dr. Al-Qassar is a leading Sharia advisor in Islamic banking and finance, both on advisory and teaching. His serves as a member of the Shari'a Supervisory Board at: Boubyan Bank –Kuwait, Kuwait International Bank –Kuwait, Bank of London and the Middle East</p>



	<p>(BLME) -London, UK, Al Hilal -Islamic window of Ahli United Bank -Bahrain, and Gulf Finance House (GFH) -Bahrain, just to name a few. His eminence has a strong presence in the academic arena, where he was a Professor at the Faculty of Sharia -Department of Comparative Jurisprudence &amp; Sharia Politics -Kuwait University, and worked previously as an Assistant Dean at the Faculty of Sharia -Kuwait University.</p> <p>H.E received a PhD in Comparative Fiqh from the Faculty of Sharia and Law of Al-Azhar University - 1997, and contributed many valuable researches in Sharia and Islamic finance, including his papers: “Options in Stock Markets -A Shari’a Perspective”, “Family Companies -A Shari’a View of Rooting &amp; Extension”, “Prizes &amp; Gambling Under the Sharia -Bank Deposit Prizes”, “Endowment of Money &amp; Securities and their Contemporary Applications”, “Reinsurance: Obstacles and Solutions”, “Shari’a Rules on Provisions and the Impact on Profit Distribution” and “Zakat on Tier 1 Sukuk”. His books include: “Explanation of Musnad Imam Al-Shafi’”, &amp; “Money &amp; Banks” (a university book), among others.</p>
4	<p><b>H.E Waleed bin Sulaiman Al-Qurri (Member)</b></p> <p>Sheikh Waleed bin Sulaiman al-Qurri is a great scholar in the discipline of Islamic jurisprudence in Oman. Currently, he is active in the Islamic finance domain -banking and Takaful (Islamic insurance). Since 2007 to date, he has worked as Fatwa Secretary at the Fatwa Office of the Sultanate of Oman. He also sits as a member of the Shari’a Supervisory Board of Oman Takaful since its incorporation, as well as a member of the Shari’a Review Bureau -Bahrain. Sheikh al-Qurri obtained his BA in Shari’a from the Institute of Shari’a Studies in Oman, and the Certified Shari’a Advisor and Auditor (CSAA) of AAOIFI - Bahrain. Presently, he is pursuing his MA degree in Islamic Theology at the Sultan Qaboos University -Sultanate of Oman.</p>
5	<p><b>Dr. Ahmed Rufai Mohammed (Member)</b></p> <p>His Eminence, Dr. Rufai is a renowned scholar in the field of Islamic jurisprudence with a strong presence in the standardization of the Islamic finance sector. Presently, he is the head of Shari’a Compliance at the International Islamic Financial Market (IIFM) -Bahrain for nearly 14 years.</p> <p>Previously, Dr. Rufai was a member of the Shariah Supervisory Board of First Abu Dhabi Bank (FAB) -UAE, Shari’a advisor to Crescent Financing Company in Hamilton -New Zealand, and Special Shari’a Advisor to the Waikato Muslim Association and the Hamilton community -New Zealand, lecturer and in-charge of public relations of the Saudi International School -Kuala Lumpur, Malaysia, amongst others. He often appears at Islamic finance events. Among his published works are: “The Sources of Islamic Legislation and the Complete Recognition of the Independence of Thought in Islam”, “Islamic Economic System: Basic Principles and Fundamentals”, “Shari’a Rulings and Regulations for the Issuance and Trading of Sukuk Al-Ijarah”, and others. Dr. Rufai received his PhD in Islamic Law on the Transactions and Islamic Insurance, from the University of Malaya -Malaysia (2006), and has a B.A in Shari’a, from the Islamic University of Madinah - Saudi Arabia.</p>

The Shariah Supervisory Board’s primary responsibility is to offer guidance to the Investment Manager on Shariah-related issues, provide continuous and ongoing supervision, as well as make ultimate determinations on all matters pertaining to Shariah compliance for the Fund.

The Shariah Supervisory Board has undertaken an evaluation of the Fund’s structure and documentation outlined in this Prospectus and issued a certification (referred to as “Fatwa”) confirming the alignment of these aspects with Shariah principles.

The roles of the Shariah Supervisory Board encompass the following:

1. Reviewing and ensuring that the Fund's investment objectives, criteria and strategy, comply with the principles of the Shariah and issuing an initial certificate at the launch of the Fund declaring the compliance of the Fund with the Shariah requirements;
2. Providing ongoing support to the Fund in respect of questions or queries the Unitholders and their representatives may raise in respect of the ongoing Shariah compliance of the Fund;
3. Providing ongoing assistance to the Fund so that it remains in compliance with the principles of the Shariah and assistance in correcting and/or mitigating any potential errors;
4. Undertaking, on a quarterly basis, an audit of the Fund's investments to ensure compliance of the Fund with the principles of the Shariah; and
5. Issuing an annual certificate declaring the compliance of the Fund with the principles of the Shariah.

Members of the Shariah Supervisory Board are appointed for the entire term of the Fund. However, the continuation of their tenure is not guaranteed. The Fund may appoint or replace the members of the Shariah Supervisory Board from time to time pursuant to the advisory agreement between the Fund and the members of the Shariah Supervisory Board. In any event, the Shariah Supervisory Board shall at all times comprise a minimum of three (3) members.

The Shariah guidelines of the Fund are as follows:

1. The Fund's operations will adhere to Shariah principles as interpreted by the Shariah Supervisory Board. Investments will undergo preliminary screening by the Investment Manager, guided by criteria established in consultation with the Shariah Supervisory Board. The Fund will refrain from investing in the following:
  - Assets involving interest-based transactions.
  - Forward currency contracts.
  - Securities issued by companies generating income from prohibited activities such as alcohol, tobacco, gambling, pork, non-halal meats, and poultry.
  - Conventional banking, insurance, and interest-related financial services.
  - Pornographic material production or distribution, and any activity contrary to Shariah principles as determined by the Shariah Supervisory Board.
  - Derivatives including futures, options, and contracts for differences.
  - Special purpose vehicles, investment trusts, unit trusts, mutual funds, or other collective investment schemes that do not conform to Shariah principles as per the interpretation of the Shariah Supervisory Board.

2. Investments by the Fund shall be screened as per the Shariah screening criteria defined by the Shariah Supervisory Board. This screening will be carried out prior to any investment to ensure compliance with the financial ratios given below:
  - Total haram income, including interest income, shouldn't exceed 5% of the total income.
  - Interest bearing debts should not exceed 30% of the market capitalization of a company, including long-term and short-term debts.
  - Interest-bearing deposits should not exceed 30% of the market capitalization of a company, including long-term and short-term deposits.
  - Aggregate Liquid Assets (including receivables) should not exceed 67% of the total assets of the Fund. In the event that this threshold is exceeded, the underlying shares shall be acquired and traded according to the Shariah rules governing money exchange transactions.

Such financial ratio screens shall not apply to companies operating entirely on Shariah-compliant principles. These companies typically:

- Conduct all transactions in line with Shariah principles; and
  - Maintain a Shariah supervisory board.
3. The selection of proposed investments will require approval based on adherence to investment rules and endorsement from the Shariah Supervisory Board. The Shariah Supervisory Board will periodically review and update the list of approved companies for investment.
  4. In circumstances where income from investments includes impure income, attributable to Shariah non-compliant activity, the Investment Manager will calculate the amounts to be subject to purification in accordance with Shariah approved guidelines and will notify Unitholders of the relevant amount. The Fund will donate the calculated purification amount to charitable organizations, with no direct or indirect benefit accruing to the Fund or its Unitholders, after obtaining the approval of Shariah Supervisory Board. The amount subject to purification is calculated using the following formula:

The purification amount =

Total prohibited income / total company shares \* number of shares held by the Fund, or:

$$\text{Purification Amount} = \frac{\text{Total haram income}}{\text{Total company shares}} \times \text{no. of shares held by the Fund}$$

#### 4.6 CUSTODIAN

The Custodian of the Fund will be Gulf Custody Company SAOC , appointed in accordance with the terms and conditions of the Custodian Agreement. The duties of the Custodian include the following:

- 1) set up and maintain custody accounts for the assets held by it for the benefit of the Fund, credit the assets to the custody accounts and keep the assets and associated rights (including the right to receive dividends and the right to vote) in safe-keeping. The Custodian shall be liable to the Fund for any loss suffered by them as a result of its unjustifiable failure to perform its obligations or its improper performance of them;
- 2) ensure that the application of income and charges are all carried out in accordance with the terms of the Custodian Agreement including in compliance with principles of Shariah;
- 3) maintain separate internal records in the name of the Fund and provide safekeeping functions independent of any broker;
- 4) identify, record and hold the assets of the Fund in such a manner that the identity and location of the assets can be identified at any time and readily identifiable as property belonging to, and held for the benefit of, the Fund;
- 5) keep the assets held by it for the Fund segregated from assets held by the Custodian for its own account or for the account of assets held by the Custodian for other clients and monitor them to ensure that the investment objectives of the Fund are followed;
- 6) promptly notify the Fund of all notices, reports, offers, rights issues, distribution of dividends, bonus shares, investor meetings and other events relating to the assets of which the Custodian has received notice in its capacity as custodian provided that the Custodian shall not be responsible for exercising any voting rights attaching to assets except on receipt of instructions from, or on behalf of, the Fund, in which case the Custodian shall take sufficient steps to obtain the best possible result when effecting a transaction in relation to the assets, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other relevant considerations;
- 7) deliver to the Fund a list of all the assets held by the Custodian in its custody on behalf of the Fund, with the relevant values of such assets included in such list;
- 8) comply with any instructions issued by, or on behalf of, the Fund in connection with the assets held by the Custodian;
- 9) if so requested by, or on behalf of, the Fund, promptly arrange for the execution and production of any documents necessary to carry out and settle transactions effected in accordance with applicable law;
- 10) explain to the Fund the procedures of authorization in respect of purchase, cash withdrawal and transfer of assets held by the Custodian, ensure the accuracy of transactions undertaken by brokers and receive, hold and pay out funds as settlement of executed transactions;
- 11) notify the Fund of all income received in respect of the assets;
- 12) report to and furnish the Fund with copies of all custody and settlement bank accounts and information about the assets including compliance reports as the Fund may request from time to time;

- 13) maintain the Fund's financial books and records, including records showing that the Fund is the beneficial owner of assets, based on ownership information provided by the Fund to the Custodian, and where requested, deliver to the Fund or its appointed service providers documents evidencing title to the assets;
- 14) ensure compliance with applicable data protection laws and regulations; and
- 15) at the request of the Fund, and subject to reasonable prior notice, permit the Auditor to have access during normal business hours to its premises, book-keeping and other records to examine any matter relating to the assets, provided that the Custodian may at its discretion restrict access to the extent that it will prejudice the Custodian's security arrangements or its duty of confidentiality to its other clients.

The Custodian Agreement shall be in force until:

1. terminated by at least 3 months' notice in writing by either the Investment Manager or the Fund;
2. terminated automatically upon the appointment of the liquidator of the Fund; and
3. terminated immediately by the Fund upon certain occurrences set out in the termination provision of the Custodian Agreement relating to the Custodian's breach of its obligations, winding-up, ceasing to hold required authorizations, licenses and approvals to conduct its business and if the Fund is required to be terminated by any governmental authority in Oman.

The Custodian is not liable for any occurrences arising out of the performance of its duties and obligations under the Custodian Agreement unless in an occurrence where the Fund suffers loss as a result of negligence, bad faith or willful default of the Custodian or any of its officers, employees or agents.

The Custodian may, with the prior consent of the Management Body, appoint one or more third parties as sub-custodian. Appointment of sub-custodian shall not exonerate the main custodian of any of its obligations.

#### 4.7 REGISTRAR AND TRANSFER AGENT

KFin Technologies Limited will act as the Registrar and Transfer Agent of the Fund. KFin Technologies is the largest financial services provider in India and is in the business of providing registrar and transfer agency services to all premier mutual Funds in India and has assets under similar arrangement of approximately USD 45 billion KFin Technologies is presently processing an average of 50,000 transactions per day with help of its state-of-the art technology.

The duties of the Registrar and Transfer Agent include the following:

1. Receiving applications from Subscribers and providing daily transaction reporting to the Fund;
2. Commercial transactions processing including conducting verification and timestamping processes and contacting Subscribers for further information;

3. Data capture of commercial and non-commercial investor related fund transactions and the maintenance of investor database;
4. Posting controls for registers and forwarding applicable registers to the Investment Manager;
5. Issuing statements of accounts and mailing these statements to investors or the Investment Manager;
6. Collection processing for purchase transactions and conducting reconciliations of cash and Units;
7. Creation of Units including for fresh and additional purchases, processing redemption of Units / switches and effecting transfers of Units;
8. Computation and payment of trail fees including in respect of any brokerages;
9. Effecting payouts by providing dividend details and funding controls to the Investment Manager as may be required;
10. Providing customer service and handling customer complaints / queries;
11. Creation and distribution of required reports;
12. Dealing with systematic investment plans of the Fund and investors;
13. Providing accurate and timely management reporting compliance reports, including on an ad-hoc basis as may be required; and
14. Any other related services.

#### 4.8 ADMINISTRATOR

The Administrator of the Fund will be Gulf Custody Company SAOC. The Administrator is responsible for the general administration of the Fund in accordance with the Administration Services Agreement, this Prospectus and the Articles of Association. The duties of the Administrator include the following:

1. Calculating and publishing on the MSX website daily, the Net Asset Value of the Fund, and as part of this exercise valuing the assets and liabilities of the Fund. This includes making available the details of how the Net Asset Value is determined to the Management Body and the FSA;
2. Preparing the quarterly and annual accounts of the Fund, arranging for the annual accounts to be audited and uploading the audited and unaudited accounts together with accompanying reports on to the MSX's portal;
3. E-mailing the annual accounts to the Unitholders, the members of the Management Body, the FSA and any other persons who have requested or are entitled to receive them as required by applicable laws;
4. Providing all information that is available when requested by the Investment Manager;
5. Dealing with and responding to all correspondences addressed to the Fund;
6. Calculating and notifying the Management Body in respect of the fees payable to the service providers of the Fund and paying those Fund expenses;
7. Calculating performance fees;
8. Monitoring the commitments of each investee to the Fund and providing written notification to the Investment Manager in any case of breach or default by such investee;

9. Preparing and delivering notices to the Unitholders, as may be advised by the Investment Manager;
10. Providing information, making returns and doing all such things in adherence to the rules and regulations of the MSX and the FSA, and all applicable laws in Oman;
11. Liaising with and providing information to the Auditor and other professional advisers that provide services to the Fund, as may be advised by the Investment Manager;
12. Preparing all workings relating to distributions to Unitholders subsequent to relevant declarations and approvals, computing and paying out distributions;
13. Advertising and publishing the quarterly and annual financials of the Fund together with accompanying reports (including the report of the Management Body for audited accounts) in two (2) newspapers in accordance with applicable laws;
14. Distributing via e-mail, post and/or other agreed communication methods, any Unitholder meeting agenda, minutes and other related information to Unitholders;
15. Taking or ensuring responsible and proper precautions for the safe custody of all documents held by it;
16. Supervising the dissolution and liquidation of the Fund;
17. Performing all of its duties in accordance with applicable laws in force and such other services as may be agreed upon between the Administrator and the Management Body from time to time; and
18. Any other related activities.

The Administrator may take such steps as it may consider expedient to enable it to provide the administration services required in respect of the Fund and may, with the prior consent of the Management Body, appoint one or more third parties as sub-administrator provided that it is licensed by the FSA to perform such activity. A sub-administrator will only be appointed if the Management Body is satisfied that the proposed sub-administrator has the appropriate expertise and experience to perform this role. The Administrator will act in good faith and with professional skill and care in the selection of these appointees and will remain responsible for the acts and omissions of, or losses caused by the appointees.

The term of the Administration Services Agreement is 1 year from the effective date and may be extended for further consecutive periods of 1 year if agreed mutually in writing between the Administrator and the Fund.

The Fund may terminate the Administration Services Agreement, (i) at any time by providing 60 days' prior written notice to the Administrator; or (ii) immediately upon certain occurrences set out in the termination provisions of the Administration Services Agreement relating to the Administrator's insolvency, breach of its obligations, any illegal act or misconduct and the failure of the Administrator to meet the minimum standard which would be reasonably be expected of an administrator of a similar fund.

The Administrator may terminate the Administration Services Agreement (i) at any time by providing 90 days' prior written notice to the Fund; or (ii) by providing 90 days' prior written notice to the Fund upon certain occurrences set out in the termination provision of the Administration Services Agreement relating to the Fund's breach of its obligations and liquidation or insolvency of the Fund.

The Administrator is not required to take any legal action on behalf of the Fund unless fully indemnified to its reasonable satisfaction for costs and liabilities.

#### **4.9 AUDITOR**

The first Auditor of the Fund will be Crowe, with the address Level 5, The Office, Al Kuwair, P.O Box 971 PC. 131, Sultanate of Oman, who are accredited by the FSA. The Management Body shall appoint the Auditor from among the audit firms accredited by the FSA. The external auditor of the Fund shall not serve as external auditor of the Investment Manager. Appointment of the same Auditor should not be for more than four (4) consecutive years and they can be reappointed with a lapse of two (2) years since the last appointment.

The Auditor shall have the right to access the books of the Fund and request any statements or notes to verify the assets and liabilities and submit its report to the Management Body.

#### **4.10 BANKERS**

Meethaq Islamic Banking will be the principal banker to the Fund. However, the Fund may open bank accounts with other banks as well, with the approval of the Management Body.

#### **4.11 DISTRIBUTOR**

Meethaq Islamic Banking and Bank Muscat will act as Distributor to the Fund. The Investment Manager may appoint other distributors in or outside of Oman at terms agreed between the Investment Manager and such other distributors. There will be no separate fee payable by the Fund to the Distributor other than the Subscription Fee

#### **4.12 LEGAL ADVISOR**

Trowers & Hamblins has been appointed to provide legal services to the Fund for the purpose of establishing the Fund including advising on the compliance of the proposed terms of the Fund with the laws and regulations of Oman, primarily in reviewing the Prospectus, the Investment Management Agreement, the Administration Services Agreement, the Custodian Agreement and the Registrar and Transfer Agent Agreement and drafting the Articles of Association, and may subsequently be retained for provision of annual services.



## CHAPTER 5 - MARKET OVERVIEW

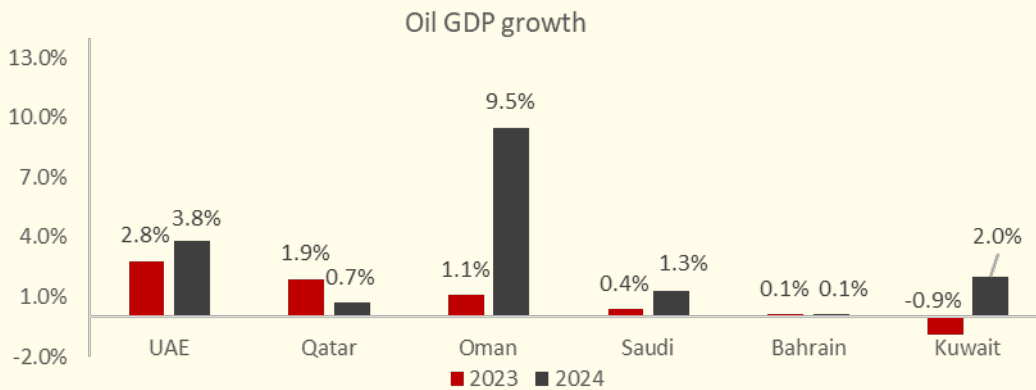
### GCC ECONOMY AND MARKET OUTLOOK

Over the past decade, GCC economies have witnessed substantial economic transformation driven by growth in the oil and non-oil sectors. Blessed with higher oil reserves, the GCC region plays an important role as the largest producer and exporter of petroleum products in the world. Historically, hydrocarbon exploration and production used to form the backbone of growth in these economies. However, over the past few years, the non-oil economic contribution started rising with oil proceeds prudently used to diversify the economic structure, modernize infrastructure, promote tourism, create employment and improve lifestyle, thus leading to higher domestic consumption. The Meethaq Equity Fund provides investors with an opportunity to invest in these growing economies; ably supported by strong demographics, diversification to non-oil sectors and healthy financial reserves.

The key drivers for the GCC market in the medium to long term are as highlighted below.

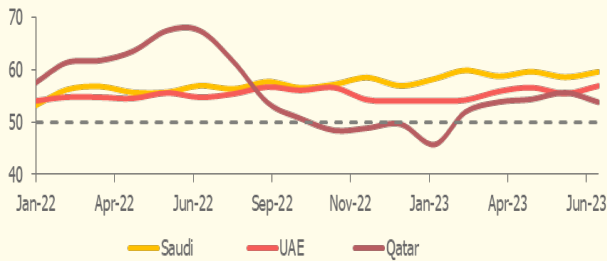
#### 1. Oil provides the necessary support for economic growth

As per IMF, economic growth across the GCC is expected to consolidate through 2023, outperforming much of Europe and the USA. The UAE will lead the pack, with 2.8% oil GDP growth, followed by Qatar (1.9%), Oman (1.1%), Saudi Arabia (0.4%) and Bahrain (0.1%). Oil GDP is expected to grow faster in 2024 on account of volume and price growth, thus resulting in a stronger fiscal backdrop across the GCC.



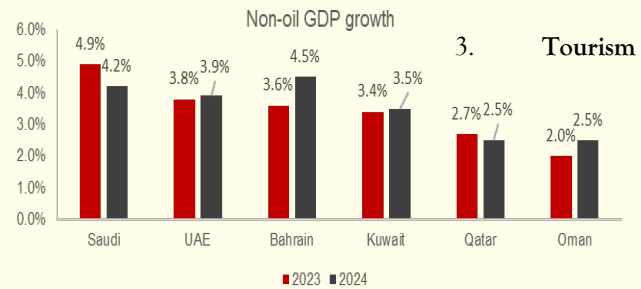
## 2. Resurgence of non-oil economy

The GCC states will benefit the most in 2023, with high oil and gas revenue spill over driving business activity in non-energy sectors. The overall picture painted by the PMI numbers in the key GCC countries as highlighted in the chart below was positive, aided by robust activity and muted price pressures. The GCC countries have shown active commitment to advanced industrial manufacturing and development strategies to diversify the economy through collective policy interventions and investments.



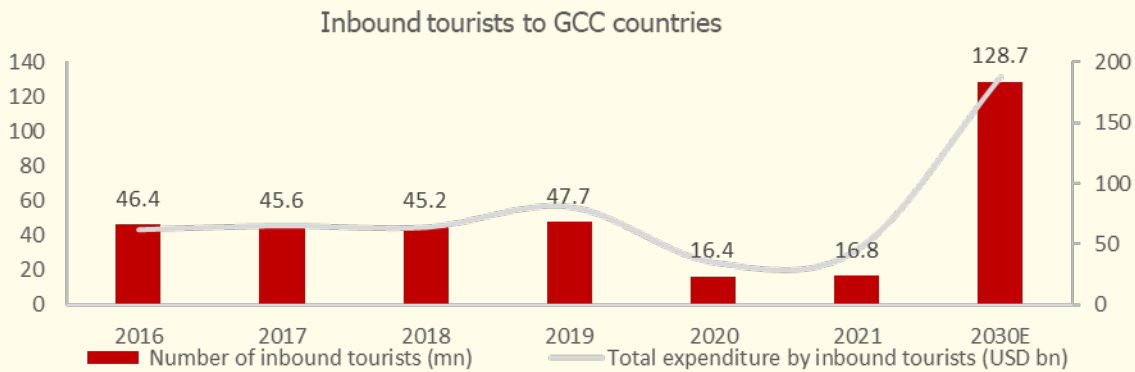
Source: IMF, World Economic Outlook, April 2023

recovery  
gained momentum as restrictions eased



## 3. Tourism

Travel and tourism will remain supportive of non-oil activity in the GCC. GCC inbound travel is expected to recover continually in 2023-24 as regional countries invest in tourism development opportunities.



Source: GCCStat

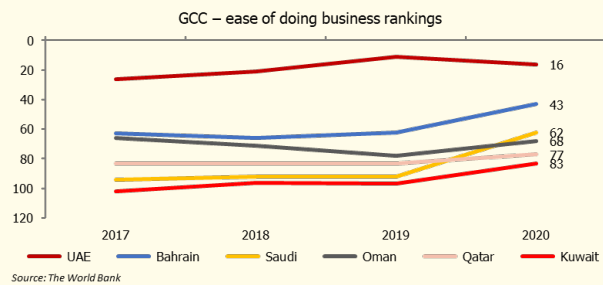
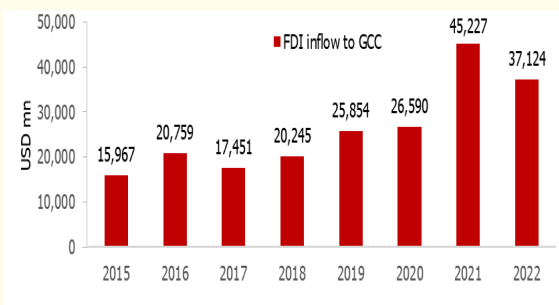
Tourism features prominently in most development plans of GCC countries. For example:

- As part of Vision 2030, the Kingdom of Saudi Arabia has set an ambitious target – it seeks to attract 100 million domestic and international tourists annually by 2030;
- Large investments are being made in the Kingdom of Saudi Arabia to grow non-religious tourism as the kingdom aims to increase the economic contribution of this sector to 10% of GDP by 2030 from 3% currently;
- The UAE Tourism Strategy 2031 aims to raise the tourism sector's contribution to GDP to AED 450 billion by attracting 40 million hotel guests; and
- One of the highlights of Oman's 2040 Economic Vision is to increase tourism revenue to USD 22.5 billion a year by 2040 from USD 2.5 billion in 2019.

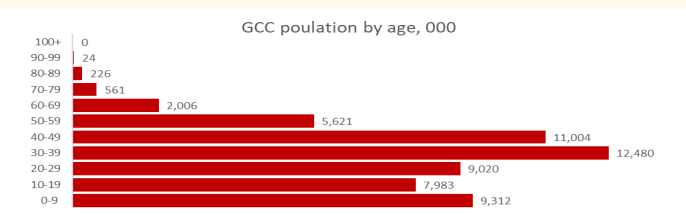
#### 4. Business sector reforms

The GCC countries carried out a record number of reforms to improve the ease of doing business for their domestic enterprises, according to the World Bank Group’s Doing Business 2020 study. All GCC economies implemented reforms that helped create jobs and stimulate private enterprises, improving the region’s average ease of doing business score by 2.9 points. These changes are fueled in part by the urgent need for economic diversification and foreign direct investment.

S&P Global and Moody’s have revised upwards its sovereign rating on Saudi Arabia to ‘A/A-1’, citing significant reform momentum in recent years and the country’s economic diversification strategy to advance the development of the non-oil sector and shift dependence away from oil revenue.



#### 5. Demographics generates superior opportunity

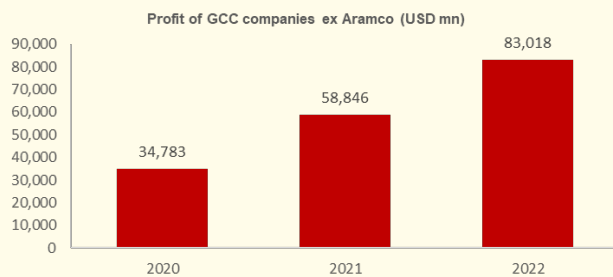


The GCC region has one of the fastest growing populations in the world. Comparatively, young population demographics facilitate higher retail spending and consumption that has great potential to support further economic growth. With over 45% of the GCC population being under 30 as of 2021,

the region’s population forecast is set to increase to 65.2 million by 2028 from 58.3 million in 2022, at a CAGR of 2% (Source: IMF).. The rise in population shall stimulate growth, as a result of growing housing demand and retail consumption.

#### 6. Resilient corporate earnings

As a result of increased investments in sectors such as tourism, healthcare, entertainment and technology, GCC corporates operating in these sectors have been reporting strong earnings growth and valuations, indicating a positive outlook for the GCC region.



corporate operating in these sectors have been reporting strong earnings growth and valuations, indicating a positive outlook for the GCC region. The aggregate net income of listed companies in the GCC grew to pre-COVID-19 pandemic levels in 2022 driven by a sharp rise in the profit of energy and financial institutions amid high oil prices and continued economic recovery in the region.

### 7. Capital market activity

The GCC region is set to see more capital market activity as more companies seek public listings. During 2022, the aggregate value of IPOs in the region touched USD 23.38 billion – the highest level since 2019. In terms of transaction volume, 2022 emerged as the busiest year for the capital markets in the GCC since 2008, with 46 IPOs launched in the region. The market capitalization of GCC markets have witnessed significant improvement over the past few years driven by strong market momentum and robust capital market activity. The average daily turnover of the GCC markets is ~USD 2 billion and is expected to go up with number of new companies listing on the markets and higher interest from foreign investors.

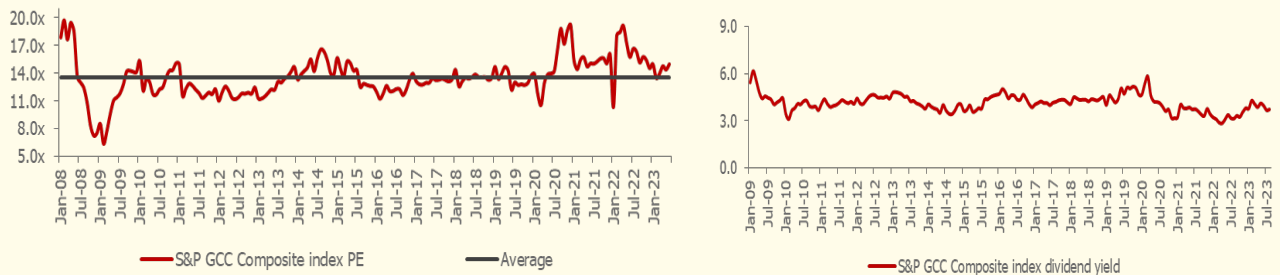
Major IPOs in 1H23	IPO size (\$ Mn)	Subscription (\$ Mn)	Oversubscription Multiple
First Milling	266	18,327	68.9x
Jamjoom Pharmaceuticals	336	22,566	67.2x
Adnoc Gas	2,478	123,900	50.0x
Abraj Energy services	244	2,126	8.7x
Presight AI	496	67,470	136.0x
Al Ansari Financial Services	210	4,630	22.0x

### 8. Valuation of the GCC markets



Source: Bloomberg

Higher oil prices and structural reforms provide a strong earnings growth outlook for GCC equities. GCC valuations have corrected from the recent highs, while the overall outlook remains unchanged. In addition, higher dividend yields provide downside support to equities.

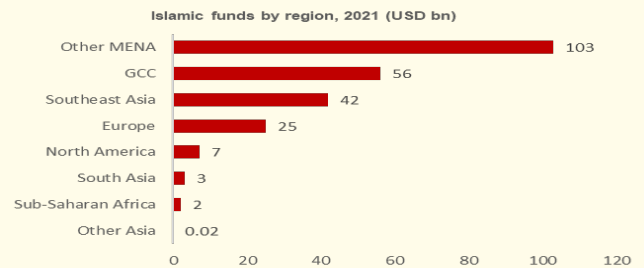
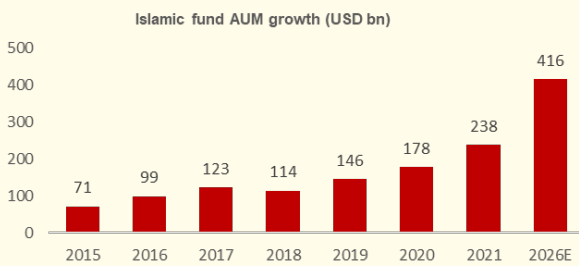


Source: Bloomberg

### SHARIAH ASSET MANAGEMENT INDUSTRY

The Islamic fund sector grew at a robust growth rate of 34% to USD 238 billion in AUM in 2021. The sector is highly fragmented, with just three countries - Iran, Saudi Arabia and Malaysia - accounting for 81% of the total global Islamic funds. The growth in 2021 was propped up by the launch of 223 Islamic funds in different parts of the world.

The sector is witnessing the entrance of new players backed by large Islamic banks. With economic growth picking up in GCC countries, some of the big Islamic financial institutions in the GCC are branching into asset management. Islamic ETFs are also gaining more traction in terms of geographical expansion and focus.



Source: ICD – Refinitiv Islamic Finance Development Report 2022

Shariah-based equity funds have grown in size and number over the past decade. The comparison of conventional S&P Global 1200 and S&P Global 1200 Shariah's index since 2014 shows that the Shariah index has outperformed the conventional index across various periods as shown in the chart and table below.



Source: S&P Global

## CHAPTER 6 - RISK FACTORS

Prospective investors should carefully consider the risks described below in addition to all other information presented in this Prospectus before deciding to invest in the Fund. Investors in the Fund are warned that there are risks involved with investing in the Fund which may affect the Fund's performance, including, but not limited to, the risks listed here. Potential investors should be aware that an investment in the Fund that in turn is investing in other financial market securities as well as other funds (such as UCITs or ETFs (the "Underlying Funds" and reference to "a fund" shall include the Fund or any Underlying Fund)) may be exposed to other risks from time to time.

Prospective investors should review this Prospectus carefully and, in its entirety, and consult with their professional and financial advisors before subscribing for Units. Prospective investors are advised that the value of Units and any income from them may go down as well as up and, accordingly, an investor may not get back the full amount invested or anything at all and an investment should only be made by persons who can sustain a total loss of their investment.

Past performance of the Investment Manager or any of their affiliates or any other related fund should not be relied upon as an indicator of future performance. The difference at any one time between the sale price (to which may be added a sales charge or commission) and the redemption price (from which may be deducted a redemption fee) means an investment should be viewed as medium to long term. The securities and instruments in which the Fund would invest are subject to normal market fluctuations and other risks inherent in investing in such investments and there can be no assurance that any appreciation in value will occur or that the investment objective of the Fund will actually be achieved.

An investment in the Units is only suitable for investors who are capable of evaluating the risks and merits of such investment and who have sufficient resources to bear any loss which might result from such investment. Prospective investors should review carefully and in its entirety this Prospectus and consult with their professional and financial advisors before subscribing for Units in the Fund.

Investors should note that the risk factors mentioned below are based on the Investment Manager's opinion based on current knowledge and information available to it. The actual risks and the impact of such risks could be materially different from that mentioned herein.

### 6.1 MARKET RISKS

The Fund will invest in GCC countries, which is an emerging market and the risks attached to an emerging market are applicable to this Fund. The Fund investments are subject to market fluctuations and to the risks inherent in all such investments. Therefore, the price of the Units may go down as well as up and the value of an investor's investment may be subject to sudden and substantial falls. The Fund shall pay its fees and expenses despite the level of its profits.

## 6.2 POLITICAL & ECONOMIC RISKS

The value of Units and the income generated by the Fund may be affected by uncertainties such as political or diplomatic developments, changes in government policies, taxation and interest rates, currency repatriation and other changes to laws and regulations and in particular, the risks of expropriation, nationalization and confiscation of assets and changes in legislation relating to the level of foreign ownership.

## 6.3 LIQUIDITY RISKS

Investors should note that emerging markets, including GCC countries, are less liquid and more volatile than the world's leading stock markets, and this may result in fluctuation of the NAV.

## 6.4 ACCOUNTING PRACTICE

Accounting standards in the countries where the Fund may invest may not correspond to International Financial Reporting Standards in all material respects. In addition, auditing requirements and standards in those countries may differ from those generally accepted in the international capital markets and consequently information which would be available to Unitholders in developed capital markets is not always obtainable in respect of companies in the relevant jurisdictions.

## 6.5 LEGAL RISKS

The laws and regulations governing the Fund are subject to change.

## 6.6 TAXATION RISKS

The Fund is exempt from tax as per the prevailing regulation applicable in the Sultanate of Oman, but may be subject to local taxation to the extent income is derived from other jurisdictions. Tax laws and practices in the countries in which the Fund may invest are not as clearly established as those of the Western nations. It is possible therefore that the current interpretation of the law or understanding of practice may change or the law may be changed with retrospective effect. Accordingly, it is possible that the Fund could become subject to taxation in the countries in which the Fund may invest that is not anticipated either at the date of this document or when investments are made, valued or disposed of.

## 6.7 EXCHANGE AND CURRENCY RISKS

The Fund expects to invest primarily in securities denominated in GCC currencies. Changes in exchange control regulations and economic or monetary policies can impact the Net Asset Value. The Management Body may not hedge foreign exchange risk and, accordingly, Unitholders will bear the risk of any adverse movements in local currencies/foreign exchange rates.

## 6.8 BORROWING

The Management Body has the power to borrow no more than 10% of the Net Asset Value on behalf of the Fund. The use of borrowing may increase the Fund's investment risk. However, the purpose of the borrowings would be to provide liquidity to meet any redemption payments.

#### 6.9 CONCENTRATION RISK

The investments made by the Fund may be concentrated in a single stock or sector country.

#### 6.10 SHARIAH RISK

The Shariah Supervisory Board has confirmed in its opinion that the Prospectus, the Articles of Association and the service provider agreements for the Fund are Shariah compliant. However, there can be no assurance that such documents or any transactions the Fund enters into will be deemed to be Shariah compliant by any other Shariah board or Shariah scholars. None of the Management Body Members or the Investment Manager makes any representation as to the Shariah compliance of the Fund or any of its transactions and potential investors are reminded that, as with any Shariah views, differences in opinion are possible. Potential investors should obtain their own independent Shariah advice as to the compliance of the Prospectus, the Articles of Association, the service provider agreements for the Fund and the issue, trading and redemption of the Units with Shariah principles.

#### 6.11 OTHER RISKS

The foregoing list of risk factors is not comprehensive. Investment in the Fund should be regarded as long-term in nature. Prospective Unitholders should consult their own advisors before deciding to subscribe for Units.



## CHAPTER 7 - TAXATION

### 7.1 TAX POSITION OF THE FUND

As per the Royal Decree No. 28/2009 and its amendments thereof, the income of funds such as the Fund set up as joint investment accounts and registered with the FSA are exempt from income tax. The income earned by the Fund is therefore exempt from Omani taxation (but may be subject to local taxation to the extent income is derived from other jurisdictions).

### 7.2 UNITHOLDER TAXATION

There is no tax in Oman on the receipt of dividends from the Fund nor on the proceeds from disposal of Units. Unitholders may be subject to taxation in their country of residence.

Potential investors should consult their professional advisors on the potential tax consequences of subscribing for, purchasing, holding, transferring or redeeming of Units under the laws of their country of citizenship, domicile, residence or incorporation.

## CHAPTER 8 - FEES AND EXPENSES

### 8.1 INVESTMENT MANAGER – MANAGEMENT FEE

The annual management fee payable to the Investment Manager by the Fund will be a fixed amount equal to 1.50% per annum of the Net Asset Value of the Fund. This management fee shall be calculated based on the daily Net Asset Value of the Fund on each Valuation Day during each month and shall be payable on a monthly basis.

### 8.2 INVESTMENT MANAGER – PERFORMANCE FEE

In case the NAV of the Fund at the end of a financial year appreciates by more than 10% compared to the NAV at the beginning of the year, incorporating all the dividends and other corporate actions for the fund during the year, the Investment Manager shall be paid an amount equivalent to 10% of the amount exceeding hurdle rate of 10%. The performance fees shall be calculated based of the closing NAV of the Fund at the end of year. The performance fee shall be calculated on a daily basis using the weighted average units in issue and shall be payable to the Investment Manager at the end of each financial year. or on premature termination whichever is sooner. The performance fees shall be paid on pro rata basis if the full year is not completed.

### 8.3 CUSTODIAN AND ADMINISTRATION

The annual custody and administration fee payable to the Custodian and administrator by the Fund will be an amount equal to 0.125% per annum of the Net Asset Value of the Fund, subjected to minimum fees of RO 7,000 per annum. The custody and administration fee will be calculated and paid monthly based on the daily Net Asset Value of the Fund on each Valuation Day during the month.

### 8.4 REGISTRAR AND TRANSFER AGENT

The Fund will pay to the Registrar and Transfer Agent a fee in an amount equal to 0.07% per annum of the Net Asset Value of the Fund, subject to minimum fees of USD 1,750 per month for the first 3 months post launch of the Fund and USD 2,000 per month after 3 months post launch of the Fund. This fee will be calculated and paid monthly based on the daily Net Asset Value of the Fund on each Valuation Day during the month.

### 8.5 OTHER EXPENSES

In addition to the fees mentioned above, the Fund will incur the following recurring expenses.

A) The estimated annual fees for managing the fund are disbursed annually as follows:

- 500 Omani Riyals per member per Board Meeting
- 600 Omani Riyals to the Deputy Chairman per Board Meeting
- 700 Omani Riyals for the Chairman of the Council for each session.

B) Other recurring expenses will include operating expenses of the Fund such as any legal fees, postal fees, seals and other fees, and commissions borne by the Fund for the possession and execution of investments and any other expense as a part of fund management and operations. The Fund shall bear other current expenses including the fees of the Auditor, printing costs for circulars to Unitholders, the costs of the annual general meeting and any special meetings of Unitholders, together with brokerage commission and banking fees.

## CHAPTER 9 - SUBSCRIPTION FOR UNITS

### 9.1 SUBSCRIPTION ELIGIBILITY

Investment in the Units is open to Omani and non-Omani institutions/individuals and other juristic persons other than US Persons provided that they meet the eligibility requirements specified in the subscription application.

The Fund is not open to investment from Sanctioned Persons or persons (including persons owned or controlled by such persons) located or headquartered in jurisdictions that are subject to Embargoes.

The Fund, the Investment Manager and their affiliates seek to comply with all applicable Anti-Corruption and Anti-Terrorism Laws. By submitting a subscription application, each Subscriber represents and warrants to the Fund and the Investment Manager that they and all of their beneficial owners are not and shall not be:

- (i) in breach of applicable Anti-Corruption and Anti-Terrorism Laws;
- (ii) US Persons;
- (iii) Sanctioned Persons or otherwise listed on any economic sanctions list; or
- (iv) persons (including persons owned or controlled by such persons) located or headquartered in jurisdictions subject to Embargoes.
- (v)

The Fund has the right at any time to procure information from each Subscriber to verify the accuracy of these representations and warranties and the Subscriber is required to provide any such requested information promptly upon receipt of any such request.

Should the representations and warranties of each Subscriber given under the previous paragraph of this Prospectus be false or misleading, the Fund shall have the right to freeze the account of the Subscriber and a right to compulsorily redeem, at its sole and absolute discretion and at any time, the relevant Subscriber's Units at the prevailing NAV less the costs and liabilities caused to the Fund as a result of the Subscriber's breach of such representations and warranties.

### 9.2 INITIAL SUBSCRIPTION APPLICATION

#### 9.2.1 Initial Subscription Period

The Initial Subscription Period shall be from 4<sup>th</sup> August 2024 to 15<sup>th</sup> August 2024 during official banking hours of Meethaq Islamic Banking, currently 8 AM till 2 PM.

#### 9.2.2 Minimum Size for Fund's Establishment

The Fund will be established with a minimum initial size of RO 2,000,000.

#### 9.2.3 Initial Subscription Forms

Applicants may obtain Initial Subscription Forms and a copy of this Prospectus from the main office(s) of the Collecting Banks/Agent or from the office of the Issue Manager. The Initial Subscription Forms will also be available on the digital platforms of Bank Muscat.

#### **9.2.4 Initial Subscription Price**

During the Initial Subscription Period, the Initial Subscription Price shall be RO 1.000 per Unit and RO 0.010 per Unit towards issue expenses. No Subscription Fee will be applicable during the Initial Subscription Period.

#### **9.2.5 Minimum Subscription for Initial Issue of Units**

The minimum subscription for Units shall be RO 50.

#### **9.2.6 Mode of subscription during Initial Subscription Period**

##### Application through Collecting Banks/Agent

- Each Subscriber should contact one of the Collecting Banks/Agent for further guidance on the channel made available by the Collecting Banks/Agent for submission of a Subscriber's application.
- Subscribers shall complete and submit the Initial Subscription Form through one of the Collecting Banks/Agents , along with payment in the form accepted by the relevant Collecting Bank/Agent towards the Units as specified in this Prospectus and ensuring that the documents in support of the information furnished referred to above are provided.
- In case of payment of the value for the subscription made through cheque/demand draft, the same shall be submitted in favour of “[Meethaq Equity Fund ]” or as otherwise advised by the relevant Collecting Bank/Agent.
- Once completed, the relevant Collecting Bank/Agent will validate the Subscriber's application and will provide the Subscriber with a copy of the acknowledgement of their application. Each Subscriber should ensure that they receive a copy of the acknowledgement from the relevant Collecting Bank/Agent.
- Before filling in the Initial Subscription Form, each Subscriber is required to examine this Prospectus and read the conditions and procedures governing subscription for Units with due attention. Each Subscriber shall have the responsibility of submitting all particulars, ensuring correctness and validity of information provided in the Initial Subscription Form when submitting the application.

#### **9.2.7 Subscription during the Initial Subscription Period on Behalf of Minors**

- (a) Any person aged less than 18 years as of the first day of the Initial Subscription Period will be considered a minor.
- (b) A father may subscribe on behalf of his minor children.

(c) If an Initial Subscription Form is submitted on behalf of a minor by any person other than the minor's father, the person submitting the Initial Subscription Form will be required to attach a legally valid power of attorney authorizing him or her to deal in the funds of the minor through sale, purchase and investment.

#### **9.2.8 Bank Account and Documentation Details**

(a) Along with the duly completed Initial Subscription Form, the Subscriber is required to submit a document confirming the correctness of the bank account number as provided for in the Initial Subscription Form.

(b) In case the Subscriber is applying for subscription through a Collecting Bank/Agent in which he/she does not hold an account, he/she can subscribe by submitting any document from his/her bank evidencing his/her account number and name such as the upper portion of the bank account statement issued by the bank containing these particulars only or a letter or any document issued by the said bank containing the said information. The Subscriber shall ensure that the evidence submitted is clearly readable and contains the account number and full name of the account holder.

(c) An application for subscription which contains the bank account number of a person other than the Subscriber shall be rejected, except for an application made on behalf of minor children that contains bank accounts particulars of their father or legal guardian.

(d) A copy of a valid power of attorney duly endorsed by the competent legal authorities must be submitted in the event the subscription is made on behalf of another person (with the exception of a subscription made on behalf of minor children by their father).

(e) In case of applications by juristic persons (non-individuals), which are signed by a person in his/her capacity as an authorized signatory, a copy of adequate and valid documentation evidencing their authority should be submitted.

(f) Set out below is a check list for documentation that must be submitted by applicants for Units, together with any other documents that may be deemed necessary by the relevant Collecting Bank/Agent, the Registrar or Transfer Agent or the Administrator or may be requested by the authorities concerned.

a) Omani (male) 18 years and above:	Copy of Identity Card.
b) Omani (female) 18 years and above:	Copy of the passport or Identity Card.
c) Non-Omani nationals:	Copy of passport.

d) Minors below 18 years:	Copy of the birth certificate and copy of the identity card or passport of guardian/parent.
e) Companies and Enterprises:	Copy of the Commercial Registration Certificate or equivalent certificate.
f) Authorities and Pension Funds:	Copy of the constitutive decree or decision.
g) Proof of bank account:	The applicant shall indicate a bank account number along with proof of bank account for the receipt of dividends and other distributions on the application.

### 9.2.9 Investor Identification and Anti-Money Laundering

The Investment Manager, the Issue Manager, the Collecting Banks/Agent, the Registrar and Transfer Agent and the Administrator reserve the absolute right to require further verification of the identity of each potential Unitholder or that of the person or entity on whose behalf the potential Unitholder is applying for Units. Each potential Unitholder will provide evidence in a form and substance satisfactory to the Investment Manager, the Issue Manager, the Collecting Banks/Agent, the Registrar and Transfer Agent and the Administrator of its identity and, if so required, the source of its funds, within a reasonable time period as determined by the Investment Manager, the Issue Manager, the Collecting Banks/Agent, the Registrar and Transfer Agent and the Administrator. Pending the provision of such evidence, an application for Units will be postponed. If a potential Unitholder fails to provide satisfactory evidence within the time specified, or if a potential Unitholder provides evidence but the Investment Manager, the Issue Manager, the Collecting Banks/Agent, the Registrar and Transfer Agent or the Administrator are not satisfied with such evidence, the subscription application may be rejected, in which event any money received by way of application will be returned to the applicant by bank transfer to the account from which the monies originated, without any addition thereto and at the risk and expense of the applicant.

The Investment Manager, the Issue Manager, the Collecting Banks/Agent, the Registrar and Transfer Agent and the Administrator reserve the right to request such information as is necessary to verify the identity of a prospective Unitholder. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Investment Manager, the Issue Manager, the Collecting Banks/Agent, the Registrar and Transfer Agent and the Administrator may in their discretion refuse to accept the application from such potential Unitholder and the subscription monies relating thereto.

If any person who is a resident of Oman suspects that a payment made in relation to the Fund contains the proceeds of criminal conduct, that person is required to report such suspicion pursuant to the Anti-Money Laundering/Combating the Financing of Terrorism Law promulgated by Royal Decree 30/2016, as amended.

Unitholders will also be expected to comply with the anti-money laundering regulations of their respective jurisdictions to the extent that they are applicable to their investment in the Units.

#### 9.2.10 Submission of application

Each Applicant shall submit a duly completed Initial Subscription Form for initial subscription to one of Meethaq Islamic Bank, Bank Muscat and U-Capital as the Collecting Banks/Agent, or the Registrar and Transfer Agent, during the relevant Collecting Bank/Agent's or the Registrar and Transfer Agent's official working hours in the Initial Subscription Period.

The Collecting Banks/Agent or Registrar and Transfer Agent receiving Initial Subscription Forms shall be required to accept the Initial Subscription Forms after confirmation of compliance with all relevant procedures and requirements, in line with the requirements as provided for in this Prospectus. The Collecting Banks/Agent or Registrar and Transfer Agent shall instruct applicants to comply with and fulfill any requirements that may appear in the Initial Subscription Form and this Prospectus.

#### 9.2.11 Acceptance or rejection of applications for subscription for Units

The Collecting Banks/Agent or Registrar and Transfer Agent shall not accept an Initial Subscription Form under the following circumstances:

- if the Initial Subscription Form does not bear the signature of the applicant;
- in case of failure of payment of the full value of the Units subscribed;
- if the value of the Units subscribed for is paid through cheque and if the same is dishonored for any reason;
- if the Initial Subscription Form is submitted under joint names;
- if the Subscriber has subscribed through more than one Initial Subscription Form in the same name;
- if the supporting documents referred to in this Prospectus are not enclosed with the Initial Subscription Form;
- if the Initial Subscription Form does not contain all the particulars of the bank account of the applicant;
- if any particulars of the bank account held by the applicant as provided for in the Initial Subscription Form are noted to be incorrect;
- if the particulars of the bank account provided for in the application are found to be not relevant to the applicant, with the exception of applications submitted in the names of minor children, who are allowed to make use of the particulars of the bank accounts held by their father;
- in case of failure to submit any relevant power of attorney with the application as required by this Prospectus in respect of the person who subscribes and signs on behalf of another person (with the exception of a father who subscribes on behalf of his minor children);
- if the application has not complied with the legal and organizational requirements as provided for in this Prospectus or applicable laws and regulations; or
- for any other reason as deemed appropriate in the best interests of the Fund.

In the event that following acceptance of an Initial Subscription Form and before delivery of the same to the Issue Manager, a Collecting Bank/Agent or the Registrar and Transfer Agent observes that the Initial Subscription Form does not comply with legal requirements as provided for in this Prospectus, the relevant Collecting Bank/Agent or the Registrar and Transfer Agent will endeavor to contact the applicant so as to rectify the position. In case of failure to rectify the position within the period referred to, the relevant Collecting Bank/Agent or the Registrar and Transfer Agent shall return the Initial Subscription Form to the applicant, together with the subscription money before expiry of the period specified for handing over of the applications to the Issue Manager.

The Collecting Banks/Agent or the Registrar and Transfer Agent shall submit a comprehensive report to the Issue Manager furnishing the details of the Initial Subscription Forms that are required to be rejected and reasons behind such rejection.

#### **9.2.12 Allotment of Units and refunds following the Initial Subscription Period**

Following the completion of the Initial Subscription Period, the Issue Manager will arrange to allot Units within seven (7) days from the Subscription Closing Date and the Issue Manager, the relevant Collecting Bank/Agent or the Registrar and Transfer Agent shall refund the subscription money to applicants whose application has been rejected. The Issue Manager will send allotment notices to the applicants who have been allotted Units, at the addresses as specified in their Initial Subscription Forms.

The refund of subscription amounts in respect of which Units have not been allotted during the Initial Subscription Period (whether on account of rejection of the application or otherwise) may be undertaken by electronically transferring such amounts to the bank account numbers provided in the Initial Subscription Forms.

#### **9.2.13 Responsibilities, enquiries and complaints**

(a) The Issue Manager, the Collecting Banks/Agent and the Registrar and Transfer Agent receiving Initial Subscription Forms shall abide by the responsibilities and functions specified pursuant to the instructions and regulations established by the FSA. The Issue Manager, the Collecting Banks/Agent and the Registrar and Transfer Agent shall also abide by any other responsibilities that are provided for in the agreements entered into between them and the Fund.

(b) All relevant parties shall take remedial measures with regard to the damages arising from any negligence committed in the performance of the functions and responsibilities assigned to them. The Issue Manager shall coordinate with the regulatory authorities in order to take all necessary actions and procedures in this regard.

(c) Applicants who wish to seek clarifications or file complaints with regard to issues related to applications, allotments or rejected applications may contact the branch of the Collecting Bank/Agent where the subscription was made or the Registrar and Transfer Agent if the application was made to them. In case of absence of any response from the branch, applicants may contact the following persons:

Name Mr. Khalid Al Hinai

Tel: +968 24801032

Email: Fundbackoffice@bankmuscat.com



(d) In relation to initial applications for Units, if the Collecting Bank/Agent or the Registrar and Transfer Agent receiving the Initial Subscription Form fails to arrive at a solution or settlement with the person who has applied, it shall refer the subject matter to the Issue Manager, and keep the applicant apprised of the progress and developments in respect of the subject matter of the dispute. The applicant may also maintain contact with the Collecting Bank/Agent or the Registrar and Transfer Agent that received the Initial Subscription Form only so as to know the decision arrived at.

#### **9.2.14 Initial Subscription Period timetable**

The following table set out the anticipated timetable for the offering, application, allotment and refund for Units as part of the Initial Subscription Period.

<b>No.</b>	<b>Action</b>	<b>Business Days</b>
1	Date of FSA approval of this Prospectus	June 26, 2024
2	Subscription Start Date	August 4, 2024
3	Subscription Closing Date	August 15, 2024
4	Due date for the Issue Manager to receive Initial Subscription Forms from the Collecting Banks/Agent	August 18, 2024
5	Date for the Issue Manager to notify the FSA of the results of the approved subscription applications and the proposed allotment	August 20, 2024
6	Date for approval of the FSA with regard to the proposal for the allotment of Units	August 22, 2024
7	Commencement of refund of rejected subscription applications and dispatch of the notices regarding allotment of Units	August 25, 2024
8	Commencement of subsequent subscriptions to the Fund	August 25, 2024

### 9.3 SUBSCRIPTION FOR UNITS DURING CONTINUOUS OFFER PERIOD

9.3.1 Following the closure of the Initial Subscription Period and establishment of the Fund, the Fund will offer daily subscriptions during the Continuous Offer Period, which shall begin 25<sup>th</sup> August, 2024.

9.3.2 Completed subscription applications must be submitted along with full payment for requested Units and must be received by the Registrar and Transfer Agent on any Business Day by [11:00] am. Applications and funds received after [11:00] am will be deemed as received the next Business Day.

9.3.3 Subscription may only be made by submitting the application prepared for such purposes in accordance with instructions contained therein.

9.3.4 Subscription requests will be irrevocable unless the Management Body otherwise agrees. Any subscription request received after [11:00] am on a Valuation Day will be carried forward to the next Valuation Day, unless the notice period is waived or the subscription request is revoked, in each case with the Management Body's consent. The amount of any subscription request not met in full on a particular Valuation Day will be carried forward to the next Valuation Day, unless revoked with the Management Body's consent.

9.3.5 The subscription price during the Continuous Offer Period will be based on the applicable NAV on that Business Day or subsequent Business Day plus subscription charges as per the terms of this Prospectus. For example, if NAV is RO 1, then the subscription price will be RO 1 per Unit, plus the Subscription Fee (if applicable) in the amount of up to 3% of the subscription price, as determined by the Investment Manager.

9.3.6 The subscription price during the Continuous Offer Period shall be made known to applicants through an account statement that gives Units allotted, price, and amount received net of subscription fees and the date of allotment. The Registrar and Transfer Agent will issue an allotment notification to holders of new Units within 5 Business Days of the relevant Valuation Day.

9.3.7 The minimum subscription for Units in the Fund is RO 50.

9.3.8 Applications for subscriptions during the Continuous Offer Period can also be done through the digital platforms of Bank Muscat and Meethaq. Investors who wish to subscribe for the Units in the Fund can log in to their online channels and choose to invest into the Meethaq Equity Fund. Subscriptions through online channels will not require an application form to be completed.

### 9.4 PROCEDURES FOR SUBSCRIPTION DURING CONTINUOUS OFFER PERIOD

9.4.1 For subscriptions during the Continuous Offer Period, all applications should reach the Registrar and Transfer Agent, by [11:00] am (T day) with clear funds to receive the NAV of the same Business Day. Applications may be written or sent through electronic medium. Applications received after 11:00 am will be deemed to be received the next Business Day unless the notice period is waived or the subscription request is revoked, in each case with the Management Body's consent. Applications received after [11:00] am will benefit from the NAV of the next Business Day, provided that the applications reach the Registrar and Transfer Agent with clear funds. The amount of any subscription request not met in full on a particular Business Day will be carried forward to the next Business Day, unless revoked with the Management Body's consent.

**9.4.2** The Fund will allot Units based on the NAV computed as mentioned in this Prospectus after considering applicable sales charges on T+2 days.

**9.4.3** The Registrar and Transfer Agent will increase the relevant Unitholders account on T+1 day by the number of Units mentioned therein and the capital of the Fund will stand increased accordingly.

**9.4.4** Fractions of Units will be issued up to three decimal places.

#### **9.5 REQUIRED DOCUMENTS FOR SUBSCRIPTIONS DURING CONTINUOUS OFFER PERIOD**

Each application for Units during the Continuous Offer Period should be submitted along with the relevant documents set out in Section 9.2.8(f) of this Prospectus.

#### **9.6 REFUSAL OF SUBSCRIPTION DURING CONTINUOUS OFFER PERIOD**

Applications for subscriptions will be declined and rejected by the Registrar and Transfer Agent in the following cases:

**9.6.1** The subscription price for the Units applied for is not paid in accordance with the conditions described in this Prospectus;

**9.6.2** If payment is made by cheque, however, the cheque through which payment was made is dishonored or rejected by the bank for any reason;

**9.6.3** An application contains more than one name;

**9.6.4** The subscription application does not satisfy all the requirements in the subscription application or does not enclose the required documents with the subscription;

**9.6.5** Any of the requirements mentioned in this Prospectus are not met.

The Registrar and Transfer Agent shall effect all refunds for subscription applications received during the Continuous Offer Period within three (3) Business Days from the relevant Valuation Day.

#### **9.7 ENQUIRIES AND COMPLAINTS DURING CONTINUOUS OFFER PERIOD**

Subscribers that apply for Units during the Continuous Offer Period may contact the office of the Registrar and Transfer Agent (at the address set out in this Prospectus) in relation to any enquiries or for registration of any complaints.

## CHAPTER 10 - REDEMPTION OF UNITS

### 10.1 METHOD OF REDEMPTION

The Fund will offer daily redemptions. Units may be redeemed for cash on each Valuation Day. Redemption requests should be addressed to the Fund and such requests may be given in writing, through secured electronic medium, or through the digital platforms of Bank Muscat or Meethaq. Unitholders who wish to redeem their Units in the Fund can log in into their online channels and choose to redeem their units from the Fund on any Business Day by [11:00] am. Applications received after [11:00] am will be deemed as received the next Business Day. To be effective, the request must refer to the Fund and contain full registration details, the number of Units to be redeemed and the bank's details for the payment of the redemption proceeds.

If the Registrar and Transfer Agent determines that its requirements for redemption have not been satisfied, the Fund shall notify the Unitholder who has given the redemption order, by the end of the Business Day following the receipt of the redemption order, that its requirements have not been satisfied and further specify the procedures that would have to be completed or the documents which are needed to be submitted by the Unitholder.

Redemption applications must be submitted to the Registrar and Transfer Agent as stated above.

The Fund may not suspend the right of the Unitholders to redeem their Units except:

1. For any period during which trading is suspended on securities representing at least 51% of the total assets of the Fund.
2. In accordance with any limits or provisions clearly stated in the Articles of Association.
3. In exceptional circumstances approved by the FSA.
4. No more than 5% of the Fund's capital may be redeemed on any single Business Day. If the Fund receives redemption requests for more than 5% of the Fund's capital for any Valuation Day, applications will be satisfied pro rata amongst those requesting redemption. Undischarged redemption requests, unless revoked by Unitholders with the consent of the Investment Manager, will be carried forward to the next Valuation Day.
5. During any period in which the determination of the Net Asset Value has been suspended.

If Fund has suspended redemptions it shall, within the next Business Day after the date of suspension, send a notice to the FSA and disclose the same.

The Investment Manager and the Registrar and Transfer Agent will not be liable for any costs incurred by a Unitholder as a result of the suspension of redemptions set out above.

## 10.2 PROCEDURES FOR REDEMPTION

- 10.2.1 All redemption applications should reach the Registrar and Transfer Agent as specified in Section 10.1 above.
- 10.2.2 The Registrar and Transfer Agent will process the redemption applications in accordance with this Prospectus and the Articles of Association.
- 10.2.3 The Fund shall pay the price of redeemed Units to the relevant Unitholders after deducting applicable charges, on or before the third Business Day after the date of calculation of the NAV which was used in establishing the redemption price. Any applicable VAT and taxes will be chargeable in addition to the relevant Unitholder and deducted from any redemption proceeds.
- 10.2.4 Units shall be redeemed only in cash and cannot be made through transfer of interests of securities and assets of other funds.

## 10.3 REDEMPTION PRICE

The price for the redemption of Units will be based on the NAV of the same Business Day if applications are received by [11:00] am. Applications received after 11:00 am will be deemed as received the next Business Day taking the NAV of the next Business Day also as set out above less applicable exit load (if any).

## 10.4 MINIMUM REDEMPTION AMOUNT

The minimum value of Units that may be redeemed by a Unitholder is RO 50.

## 10.5 ANNUAL DISCLOSURE

The Fund will make disclosures annually on the procedures to be followed for the issue and redemption of Units.

## CHAPTER 11 - UNIT OWNERSHIP

### 11.1 UNITHOLDER'S RIGHTS

1. All Unitholders shall have the following rights inherent in the ownership of the Units, including:
2. the right to one vote at any meeting of Unitholders for every Unit held by him/her;
3. the right to receive cash dividends that maybe distributed to Unitholders from time to time as determined by the Management Body;
4. the right to share in the distribution of the Fund's assets upon liquidation of the Fund;
5. the right to inspect the annual balance sheet, profit and loss statement and cash flow statement and the other financial books of accounts and records relating to the Fund;
6. the right to receive notice of and the right to participate and vote in any meeting of the Unitholders;
7. the right to apply for the annulment of any decision by a meeting of the Unitholders or the Management Body or the Investment Manager which is contrary to the law of the Sultanate of Oman, this Prospectus or the Articles of Association;
8. the right to institute actions against the Management Body, the Investment Manager or the Auditor on behalf of the Unitholders;
9. the right to redeem their Units in the Fund subject to the provisions of the Articles of Association and this Prospectus;
10. A Unitholder who holds at least 5% of Units may request the Management Body to cancel any resolution adopted by the Management Body or in the general meeting of the Unitholders as the case may be, if such resolution is detrimental to the Fund or the Unitholders. The request shall be referred to the same body which has issued the resolution, to decide on it.

### 11.2 LIMITS OF LIABILITY

Liability of the Unitholders for obligations of the Fund is limited only to the extent of their subscription. No Unitholder will be obligated to make any payment in excess of their subscription amount for any liability or for the discharge of the obligations of the Fund. Once the subscription price has been paid in full, a Unitholder will have no further financial liability to any party in respect of his/her holding of Units or the liabilities of the Fund.

### 11.3 OWNERSHIP OF FUND ASSETS

Assets of the Fund will be kept separate from the assets of the Investment Manager.

Unitholders shall own the Fund jointly, each holding an indivisible proportionate share in the Fund, the proportion being equal to the proportion of the total number of Units in issue held by the relevant Unitholder. A Unitholder will not become a shareholder of Bank Muscat or any of its affiliates by virtue of being a Unitholder of the Fund. The Unitholders will jointly own the profits and (subject to the limit on liability described) the losses of the Fund.

### 11.4 PROFITS

The Unitholders are entitled to the net returns realized by the Fund after deducting all liabilities, including fees, expenses and tax.

### 11.5 DIVIDENDS & DISTRIBUTIONS

The Management Body may declare dividends, in respect of any financial period, to be paid to Unitholders out of the following:

- a) Dividends received by the Fund;
- b) Profit (or equivalent) received by the Fund;
- c) Realized and Unrealized profits derived from the purchase and sale of securities.

Such dividends may be paid regardless of any accumulated deficit on the capital account, including as a result of net realized or unrealized losses. As a result, such dividends may be paid when Unitholders may have a holding with a Net Asset Value less than the cost of its acquisition.

Dividends will not be declared out of the proceeds from or the issue of Units.

The Management Body may decide to reinvest in the Fund any dividends, proceeds and returns from investments or other balances available to the Fund as deemed appropriate by the Management Body after considering the recommendations of the Investment Manager.

Unitholders may elect in writing to receive dividends by cheque or through payment by electronic bank transfer, net of bank charges. Payment will be made in Rial Omani. If requested, payment may be made in USD at the prevailing rate of exchange and subject to any applicable charges.

### 11.6 EXPENSES

The expenses of running the Fund may be charged as per the terms and conditions in this Prospectus in accordance with International Financial Reporting Standards and the treatment may alter at any time and from time to time in accordance with those standards.

### 11.7 VOTING RIGHTS

Each Unitholder has a right to exercise a vote at any meeting of Unitholders, equivalent to the Units held by him/her.

### 11.8 UNITHOLDER MEETINGS (GENERAL MEETINGS)

- The general meeting is the supreme authority of the Fund and shall comprise of all Unitholders.
- Every Unitholder or his/her proxy carrying a written authorization may attend the general meeting and shall have one vote for every Unit held by him/her.
- The ordinary general meeting of the Unitholders shall be held in accordance with the Articles of Association.
- Where the Management Body fails to convene the ordinary general meeting, the Investment Manager shall convene it. Notice to attend the ordinary general meeting shall not be valid unless it also includes the agenda. Notice to attend the ordinary general meeting shall be published, after the notice has been approved by the FSA, in at least two (2) daily newspapers for two (2) consecutive days. The notice shall be sent to each Unitholder by ordinary post or delivered by hand or to his/her representative after recording his/her signature, at least two (2) weeks prior to the date of the meeting together with the authorization form, agenda, memos and documents to be discussed by the meeting.

- The Management Body shall establish the agenda of the ordinary general meeting or it may be established by the Investment Manager if the meeting is convened by the Investment Manager. The agenda shall also include proposals by any Unitholder who holds at least 5% of the capital of the Fund, received at least two (2) weeks prior to the date of sending the notice to the Unitholders to attend the meeting.
- The ordinary general meeting shall not consider any issues that are not included in the agenda.
- Investors and proxies who hold all the Units of the Fund may hold a general meeting without regard to the rules stipulated for such meeting. The meeting may adopt any resolutions within the authority of the general meeting.
- The ordinary general meeting shall be valid if attended by Unitholders or their proxies representing at least 50% of the Units outstanding.
- Where the required quorum is not present, a second ordinary general meeting shall be called within one (1) month from the date of the first meeting. The notice shall be published in at least two (2) daily newspapers at least one (1) week prior to the date of the meeting. The second ordinary general meeting shall be valid regardless of the percentage of attendance.
- The ordinary general meeting shall be held for following purposes:
  - a) To elect the Members of the Management Body.
  - b) For any other purpose as deemed fit by the Management Body or the Investment Manager.
- The EGM may be held if the Fund's interest so requires or in accordance with applicable law or regulation or on request by one or more Unitholders who hold 10% or more of the Fund's capital. However, in the case of any of the following issues, the EGM shall be convened to consider:
  - Amendment to the Articles of Association.
  - Change in the main investment objectives of the Fund.
  - Change in the frequency of calculation of the NAV or the net realizable value of the Fund.
  - Reducing the frequency or limits on redemption.
  - Change of the Fund's status, such as a merger, spinoff, conversion or other.
  - Dissolution and liquidation of the Fund.
- The EGM shall be valid if attended by Unitholders or their proxies representing at least 60% of the Units.
- Where the required quorum is not present, a second EGM shall be called within one (1) month from the date of the first meeting. The notice shall be published in at least two (2) daily newspapers at least one (1) week prior to the date of the meeting. The second EGM shall require attendance by Unitholders holding at least 50% of the Units of the Fund.
- Resolutions of the ordinary general meetings shall be adopted by absolute majority.
- Resolutions of the EGM shall be adopted by absolute majority.



- The general meeting shall be chaired by the chairman of the Fund's Management Body or by his/her vice chairman, and by the Investment Manager if it has called for the general meeting and if the chairman and vice chairman are absent.
- The general meeting shall appoint a secretary to record the minutes including deliberations, resolutions and votes. Every Unitholder shall have the right to access the minutes of meetings of the general meeting.
- The FSA may send an observer to attend all general meetings, supervise its procedures and ensure that resolutions are adopted in accordance with the law. The minutes signed by the secretary and approved by the chairman of the meeting, auditor and the legal advisor of the Fund shall be filed with the FSA within fifteen (15) days from the date of the meeting.

#### 11.9 TRANSFER OF OWNERSHIP OF UNITS

Units will be transferable in accordance with the applicable provisions of the Securities Law, the FSA Law and Article 233 of the FSA Regulations. Ownership of the Units shall transfer on registration in the register. Only the Registrar and Transfer Agent can effect a transfer of Units. The transfer of ownership of Units shall be registered free of charge within three (3) days from the date of receipt of the necessary documents. Units in respect of which a redemption request has been received by the Registrar and Transfer Agent will not be transferable unless the redemption request is revoked with the consent of the Fund. Transfers of Units may only be made to persons (natural or juristic) that would be eligible to subscribe directly for the Units under the terms of this Prospectus.

## CHAPTER 12 - NET ASSET VALUE CALCULATION

### 12.1 NAV CALCULATION

The Net Asset Value per Unit is the Net Asset Value divided by the number of Units in issue.

The Net Asset Value is the value of the assets attributable to the Fund (including accrued income) less the attributable liabilities (including accrued charges and expenses and provisions for contingent liabilities as appropriate).

The value of the assets attributable to the Fund and the attributable liabilities are determined by the Administrator in accordance with the following:

a) The assets include the following:

1. All shares, stocks, Sukuks, debenture stock, subscription rights, and other investments and securities owned or contracted on behalf of the Fund other than Units and rights to Units.
2. All cash in hand, subject to financing or in a bank account, or on call, including any profit (or equivalent) accrued thereon.
3. All bills, demand notes, promissory notes and accounts receivable.
4. All profit (or equivalent) accrued on any profit-bearing securities owned or held for the Fund.
5. All other investments held for the Fund.
6. All other assets of the Fund of every kind and nature, including prepaid expenses as valued and defined from time to time by the Management Body

b) Any expense or liability attributable to the Fund may be capitalized and amortized over such period as the Management Body may determine (and the Management Body may from time to time determine to lengthen or shorten any such period) and the unamortized amount thereof at any time will also be deemed to be an asset.

c) The assets of the Fund will be valued as below:

1. Units in any quoted security or unit trust (whether in non-corporate or corporate form) or any shares in a company the quoted price of which is directly related to the underlying value of its net assets will be valued by reference to the closing price as quoted at close of business on the relevant Valuation Day PROVIDED that if, in the opinion of the Management Body, the valuation shall be for the purposes of a subscription for or redemption of a material proportion of Units in issue at the date of valuation, then such assets may be valued on an acquisition or realization basis respectively.
2. Cash in hand or in a bank account, pre-paid expenses, cash dividends and profit declared and accrued but not yet received shall be valued at their full nominal amount thereof unless in any case the Management Body are of the opinion that the same is unlikely to be paid or received in full in which case the value thereof shall be arrived at after making such discount as the Management Body may consider appropriate in such case to reflect the true value thereof.
3. Demand notes, promissory notes and accounts receivable shall be valued at their face value or full amount thereof after making such discount as the Management Body may consider appropriate to reflect the true current value thereof.
4. Shariah compliant deposits will be valued by the initial deposit amount plus all accumulated profit till date.

5. Treasury bills and similar instruments shall each be valued (on the basis of a notification to the Management Body by a person approved by the Management Body for the purposes of this paragraph whose business includes dealing in or effecting transactions in the relevant investment) according to the normal dealing practice therein and at the price of the relevant investment at close of business on the relevant Valuation Day.
6. The value of other assets attributable to the Fund shall be valued by the Management Body on a fair valuation basis previously agreed with the Auditor.

If in any case a particular value is not ascertainable as above provided or if the Management Body shall consider that some other method of valuation better reflects the fair value of the relevant investment then in such case the method of valuation of the relevant investment shall be such as the Management Body in good faith in its absolute discretion shall decide.

- a) Notwithstanding the foregoing, where at the time as of which the assets are being valued, any investment attributable to the Fund has been realized or contracted to be realized, there will be included in the assets on behalf of the Fund in place of such investment the net amount receivable on behalf of the Fund in respect thereof, provided that, if the net amount receivable is not payable until some future time after the time as of which the assets are being valued, the Management Body may make such allocations as they consider appropriate.
- b) Any valuations made pursuant to this Prospectus and the Articles of Association will be binding on all persons.
- c) The liabilities attributable to the Fund will be determined to include all its liabilities (including such amount as the Administrator determines to provide in respect of contingent liabilities) of whatsoever kind and nature except liabilities represented by Units. In determining the amount of such liabilities, the Administrator may calculate any liabilities on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any such period. Where applicable, liabilities will be accrued from day-to-day.

In calculating the Net Asset Value, the Administrator may rely upon such automatic pricing services as it shall determine or, if so advised by the Investment Manager, may use information provided by particular pricing services, brokers, market makers or other intermediaries. Furthermore, in calculating the Net Asset Value, the Investment Manager shall use reasonable endeavors to verify pricing information provided by it or any connected person but investors should note that in certain circumstances it may not be possible or practicable to verify such information.

In all cases, the standard accounting practice International Financial Reporting Standards will be applicable on NAV calculation.

## 12.2 SUSPENSION OF NAV

The Management Body may suspend the determination of the Net Asset Value for the whole or any part of a period during which:

1. A breakdown occurs in any of the means normally employed by the Management Body in ascertaining the value of investments owned by the Fund;
2. For any other reason the value of a substantial part (in the opinion of the Management Body) of the investments attributable to the Fund cannot reasonably be ascertained;
3. Circumstances exist as a result of which, in the opinion of the Management Body, it is not reasonably practical to realize or to dispose of investments or fairly to determine the Net Asset Value;
4. The remittance of funds which will or may be involved in the realization of, or in the payment for, investments or the issue, sale or redemption of Units cannot in the opinion of the Management Body be carried out without undue delay and at normal rates of exchange; or
5. In the opinion of the Management Body (certified in writing) such a suspension shall be desirable in the interests of continuing Unitholders.

Subscription and redemption will be suspended for any period during which the determination of the Net Asset Value has been suspended. Any application for subscription or redemption received or deemed received during any such suspension will be dealt by reference to the first Valuation Day following termination of all relevant suspension(s) provided that all affected applicants will be notified of the suspension(s) and given an opportunity to withdraw the relevant application(s) prior to such Valuation Day.

## 12.3 PUBLICATION AND ADVERTISEMENT

The Net Asset Value per Unit will be made known to the MSX and to the Unitholders on a daily basis by publishing at the website of the MSX and will also be available on request to the Investment Manager.

## CHAPTER 13 - REGULATORY FRAMEWORK

The Fund will be governed by the Securities Law, the FSA Regulations and all other applicable laws of the Sultanate of Oman. The Fund is an investment fund attached to Meethaq Islamic Banking pursuant to the FSA Regulations.

### 13.1 ARTICLES OF ASSOCIATION

The Fund's Articles of Association shall contain the following information at minimum:

1. The form of the Fund (closed- end or open-end).
2. Name of the Fund
3. Capital
4. Currency
5. Constitution of the management for the Fund
6. Investment objectives of the Fund
7. Method of issue and redemption of Units
8. Frequency of redemption of Units
9. Dissolution and liquidation of the Fund
10. Commencement and end of the financial year of the Fund

A copy of the Articles of Association will be available for inspection at the office of the Investment Manager.

## CHAPTER 14 - ACCOUNTS AND ACCOUNTING POLICIES

### 14.1 GENERAL ACCOUNTING POLICIES

- 1) The Fund shall have a financial liability independent from Bank Muscat and the Investment Manager.
- 2) An independent and separate bank account for the Fund shall be maintained by the Custodian for the purpose of making withdrawals and deposits on behalf of the Fund.
- 3) The Fund shall be treated, in respect of all sales and purchases and other transactions, as an independent entity and shall be credited in the case of sales and debited in the case of purchases. All costs related to the Fund shall be directly paid from the assets of the Fund.
- 4) Accounting records for the Fund shall be maintained independently from the records of Bank Muscat, and shall be audited by the Auditor approved or nominated by the Management Body. The Management Body has the power to remove or change the Auditor of the Fund during the life of the Fund. The appointment of the Auditor will be notified to the FSA.
- 5) The financial year of the Fund is from 1 January to 31 December of every year except in the first financial year which shall commence on the date of closing of the initial subscriptions for the Fund and end on 31 December of the same year.

### 14.2 ACCOUNTING POLICY

The accounts of the Fund shall comply with International Financial Reporting Standards as required by Omani law.

### 14.3 REVENUES & EXPENDITURES OF THE FUND

Revenues of the Fund shall consist of:

- Profits earned as a result of dealing in securities held on behalf of the Fund;
- Profit credited to the accounts of the Fund;
- Any other revenue directly linked to the Fund and resulting from the investment of the assets of the Fund;
- iv) Any dividend distribution from the underlying holdings.

Expenditure of the Fund shall consist of:

- 1) The set up costs of the Fund;
- 2) The fees of the Investment Manager, Administrator, Custodian, Registrar and Transfer Agent and the Shariah Supervisory Board;

3) The fees of the issue manager, FSA, and other fees (marketing, advertising, printing etc.) are as follows:

Particulars Amount	Amount (OMR)
Issue Manager Fees	25,000
Legal Advisor Fees	13,500
FSA Fees	2,500
Miscellaneous Expenses (marketing, advertising, printing etc.)	9,000
Total Estimated Issue Expenses*	50,000

- 4) Expenses in respect of accounting records and auditing fees;
- 5) Customary brokerage commission and banking fees paid in connection with the sale and purchase of securities held on behalf of the Fund;
- 6) All liabilities of the Fund in relation to taxation, whether due on the assets or income of the Fund;
- 7) Any expenditure related to the exercise of rights and duties in respect of the assets of the Fund;
- 8) The cost of preparing, printing, publishing and distributing public notices, annual and interim reports, valuations, accounts and price lists and such other reports or documents as may be allowed or required under the applicable laws or regulations of Oman and any other communications to Unitholders;
- 9) Costs of printing any certificates or proxies;
- 10) Any losses incurred as a result of dealing in securities held on behalf of the Fund;
- 11) The cost of maintaining accounts;
- 12) The cost of preparing and filing all official documents concerning the Fund, including registration statements and offering circulars, with all authorities having jurisdiction over the Fund or the offering of Units;
- 13) The cost of holding any meeting of Unitholders;
- 14) Legal fees;
- 15) The fees of the Management Body; and
- 16) Any other expenditure directly related to the Fund.

#### 14.4 REPORTS & ACCOUNTS

The Fund's financial year is 1st January to 31st December in each year. The Administrator will within sixty (60) days of the closing of each financial year prepare the balance sheet, profit and loss accounts, statement of changes in Units, cash flow statement, report of the Management Body and further statements detailing the main items of revenues and expenditures duly audited by the Auditor. Audited financial accounts and fund related reports will be uploaded electronically on the MSX website within sixty (60) days of the closing of each financial year and shall be conveyed electronically to all Unitholders and by mail to those who specifically request for mailed copies within thirty (30) days of receipt of such request. The Administrator will within thirty (30) days of the end of the first, second and third quarter of each financial year prepare interim un-audited accounts for the Fund and publish them in two (2) daily newspapers in Oman of which at least one of them shall be in Arabic language.

The Administrator will also publish audited annual financial statements, together with the accompanying reports (including the report of the Management Body) in two (2) daily newspapers in Oman within the time limits prescribed by applicable regulations. The quarterly and yearly reports will be published by the Administrator on the MSX website through the electronic transmission system of MSX within the statutory time limits.



## CHAPTER 15 - DISSOLUTION AND LIQUIDATION OF THE FUND

The Management Body shall recommend to the EGM to dissolve and liquidate the Fund for any reason including:

- 1) Expiration of its term;
- 2) Accomplishment of the objective for which the Fund was established pursuant to the Articles of Association and this Prospectus;
- 3) Reduction of the NAV of the Fund to less than RO 500,000;
- 4) The Fund stops carrying out its business without legitimate reason;
- 5) Reduction in the NAV to the extent that expenses incurred by the Unitholders are unreasonably high;
- 6) On recommendation by the Investment Manager;
- 7) On request by the FSA.

The EGM shall issue the resolution to dissolve and liquidate the Fund including the appointment of a liquidator, setting its fees and the liquidation process. The powers of the Fund's management and service providers shall end immediately on appointment of the liquidator.

The proceeds of the liquidation shall be used to discharge the due and payable obligations of the Fund, after payment of dissolution and liquidation expenses. The balance shall be distributed to investors on a pro rata basis according to their Unit holdings.

If the Fund is terminated there shall, following the commencement of the termination, be no further purchases on behalf of the Fund and no further issue or redemption of Units.

As soon as the final accounts of the Fund have been approved by an independent auditor, the liquidator shall distribute the net assets of the Fund to Unitholders, each Unitholder receiving the proportion of the net assets equal to the proportion of the number of Units owned by the Unitholder representing the total number of Units in issue as at the date of the commencement of the termination.

The sum received by Unitholders following termination will depend on the actual sums realized and costs incurred during the termination process and are unlikely to be equal to the NAV on the day termination commences (which will represent only an estimate of the net realizable proceeds based on the prices and information available on that date).

## CHAPTER 16 - SERVICE PROVIDERS

	<p><b>Investment Manager</b></p>
	<p><b>Investment Manager</b> Bank Muscat Asset Management P.O. Box 134, Postal Code 112, Ruwi, Sultanate of Oman Email: publicmarkets@bankmuscat.com</p>
 <p>الشركة الخليجية لحفظ الأوراق المالية Gulf Custody Company</p>	<p><b>Administrator</b></p>
	<p><b>Gulf Custody Company SAOC</b> PO Box 1110, P.C. 114, Muttrah Port District, Sultanate of Oman Email: gccotrade@gulfcustody.com</p>
 <p>الشركة الخليجية لحفظ الأوراق المالية Gulf Custody Company</p>	<p><b>Custodian</b></p>
	<p><b>Gulf Custody Company SAOC</b> PO Box 1110, P.C. 114, Muttrah Port District, Sultanate of Oman Email: gccotrade@gulfcustody.com</p>
	<p><b>Registrar and Transfer Agent</b></p>
	<p>KFin Technologies Limited Email: amitabhkumar.srivastava@kfintech.com</p>

## CHAPTER 17 - VERIFICATION

### First: Fund's Management Body

The Members of the Management Body collectively and individually, undertake that:

The Fund shall comply with all provisions set out in the FSA Law, the Securities Law and applicable rules and regulations in the Sultanate of Oman.

Signed by:

Member - Fund Management Body

### Second: Legal Adviser

The legal adviser whose name is indicated below confirms that all actions taken on the offering of the Units as described in the Prospectus and the Articles of Association are in accordance with the provisions of the laws and legislation related to the activities of the Fund and the FSA Law and regulations and instructions issued by virtue of which and the requirements and the conditions for issuing units and form prospectus applicable to the FSA.

Signed by:

Trowers & Hamlins

### Third: Issue Manager

In accordance with the responsibilities assigned to us pursuant to the provisions laid down in the FSA Law and regulations and instructions issued by FSA, we have reviewed all the relevant documents and other material required for the preparation of the Prospectus and offer of Meethaq Equity Fund Units through a public offering.

The Issue Manager shall bear the responsibility with regards to corrections of the information provided for in the Prospectus, and they have confirmed not to have omitted any fundamental information there from, omission of which would make the Prospectus misleading.

The Issue Manager hereby confirms as hereunder: -

1. We have taken necessary and reasonable care in ensuring that the information furnished to us by the issuing party and that contained in the Prospectus is consistent with the facts available in the documents and material pertaining to the issue.
2. On the basis of our perusal and information made available to us by the Fund, it is hereby confirmed that the Fund has neither concealed any fundamental information nor omitted any important information, omissions of which would have made the Prospectus misleading.
3. The Prospectus and the information contained therein is consistent with all the rules and conditions governing transparency as provided for in the FSA Law along with its amendments thereof, the regulations of FSA along with its amendments thereof and applicable specimen prospectus available with FSA.
4. The data and information presented in the Arabic Prospectus are correct, reasonable and adequate as per our perusal to assist the investor in taking an appropriate decision whether or not to invest in the Units issued for the Subscription in accordance with the rules and conditions governing the transparency.

Signed by:

Bank Muscat S.A.O.G.