

# PROSPECTUS

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## SEDCO CAPITAL GLOBAL FUNDS

(a specialised investment fund in the form of a *société d'investissement à capital variable*  
incorporated in the Grand Duchy of Luxembourg)

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APRIL 2025

## IMPORTANT INFORMATION

The Directors of the Company, whose names appear on page 12, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors of the Company accept responsibility accordingly.

### Reliance on Prospectus

**If you are in any doubt about the contents of the Prospectus you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.**

The most recent annual report of the Company is available, once published, at the registered office of the Company and will be sent to Investors upon request. Such report shall be deemed to form part of the Prospectus.

Statements made in the Prospectus are based on the law and practice currently in force in Luxembourg and are subject to changes therein.

No person has been authorised to give any information or to make any representations in connection with the offering of Shares other than those contained in this Prospectus and the report referred to above, and, if given or made, such information or representations must not be relied on as having been authorised by the Company. The delivery of this Prospectus (whether or not accompanied by any report) or the issue of Shares shall not, under any circumstances, create any implication that the affairs of the Company have not changed since the date hereof.

This Prospectus may be translated into other languages. In the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in any translation, the English text shall prevail to the extent permitted by the applicable laws or regulations, and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the laws of Luxembourg.

### Registration in Luxembourg

SEDCO Capital Global Funds (the "**Company**") is incorporated as a *société anonyme* under the laws of Luxembourg and qualifies as a *société d'investissement à capital variable* (SICAV) having the status of a specialised investment fund ("**SIF**") under the Luxembourg law of 13 February 2007 relating to specialised investment funds as such law may be amended from time to time (the "**SIF Law**"). The Company is presently structured as an umbrella fund to provide well-informed investors (as further described on page 22) with a variety of funds (the "**Funds**" or individually a "**Fund**"). Such registration does not, however, imply approval by any Luxembourg authority of the contents of this prospectus (the "**Prospectus**") or of the portfolio of assets held by the Company. Any representation to the contrary is unauthorised and unlawful.

The Company further qualifies as an alternative investment fund (an "**AIF**") under AIFMD. The Company has appointed Saudi Economic and Development Company for Securities (trading as SEDCO Capital) as its non-EU AIFM within the meaning of article 4 (1) (ab) of the AIFMD with effect as of 22 July 2014. In addition and given that the sale of the Shares referred to in this Prospectus will not be promoted in the European Union or any part thereof, **the Company does not fall within the scope of AIFMD as of the date of this Prospectus.**

## Restrictions on Distribution

**Generally:** The distribution of this Prospectus and the offering of Shares may be restricted in certain jurisdictions. The information below is for general guidance only, and it is the responsibility of any person or persons in possession of this Prospectus and wishing to make an application for Shares to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares should inform themselves as to legal requirements also applying and any applicable exchange control regulations and applicable taxes in the countries of their respective citizenship, residence or domicile.

This Prospectus does not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it would be unlawful to make such offer or solicitation.

Shares may not be held by any person in breach of the law or requirements of any country or governmental authority including, without limitation, exchange control regulations. Each Investor must represent and warrant to the Company that, amongst other things, he is able to acquire Shares without violating applicable laws. Power is reserved in the Articles of the Company, to compulsorily redeem any Shares held directly or beneficially in contravention of these prohibitions.

**The sale of the Shares referred to in this Prospectus will not be promoted in the European Union or any part thereof. Shares may not be acquired by retail investors (as defined in Directive 2014/65/EU) whose domicile is in the EEA. As a consequence, no PRIIPs KIDs within the meaning of Regulation No. 1286/2014 the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products will be issued.**

**Bahrain:** This Prospectus has not been approved by the Central Bank of Bahrain which takes no responsibility for its contents. No offer to the public to purchase the Shares will be made in the Kingdom of Bahrain and this Prospectus is intended to be read by the addressee only and must not be passed to, issued to, or shown to the public generally.

**Brunei:** This Prospectus has not been delivered to, licensed or permitted by the Authority as designated under the Brunei Darussalam Mutual Funds Order 2001, nor has it been registered with the Registrar of Companies. This document is for informational purposes only and does not constitute an invitation or offer to the public. As such, it must not be distributed or redistributed to and may not be relied upon or used by any person in Brunei other than the person to whom it is directly communicated, (i) in accordance with the conditions of section 21(3) of the International Business Companies Order 2000, or (ii) whose business or part of whose business is in the buying and selling of shares within the meaning of section 308(4) of the Companies Act. cap 39.

**Cayman Islands:** No invitation may be made to the public in the Cayman Islands to subscribe for the Shares.

**China:** This Prospectus does not constitute a public offer of the Company, whether by sale or subscription, in the People's Republic of China (the "**PRC**"). The Company is not being offered or sold directly or indirectly in the PRC to or for the benefit of, legal or natural persons of the PRC. Further, no legal or natural persons of the PRC may directly or indirectly purchase any of the Company or any beneficial interest therein without obtaining all prior PRC's governmental approvals that are required, whether statutorily or otherwise. Persons who come into possession of this document are required by the issuer and its representatives to observe these restrictions.

**Dubai International Financial Centre:** This Prospectus relates to a fund which is not subject to any form of regulation or approval by the Dubai Financial Services Authority ("**DFSA**"). The DFSA has no responsibility for reviewing or verifying the Prospectus or other documents in connection with this Company. Accordingly, the DFSA has not approved this Prospectus or any other

associated documents nor taken any steps to verify the information set out in this Prospectus, and has no responsibility for it. The Shares to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. The Shares will not be offered to retail investors. Prospective purchasers should conduct their own due diligence on the Shares. If you do not understand the contents of this document you should consult an authorised financial adviser.

**Egypt:** The securities described in this Prospectus have not been, and are not being, publicly offered, sold, promoted or advertised in Egypt. Further, this document does not constitute a public offer of securities in Egypt and is not intended to be a public offer.

**Hong Kong:** WARNING - The contents of this Prospectus have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to this offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice. The Company is not authorised by the Securities and Futures Commission in Hong Kong pursuant to Section 104 of the Securities and Futures Ordinance of Hong Kong and a copy of this Prospectus has not been registered by the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies Ordinance of Hong Kong. This Prospectus must not, therefore, be issued, or possessed for the purpose of issue, to persons in Hong Kong other than (1) to professional investors within the meaning of the Securities and Futures Ordinance of Hong Kong (including professional investors falling within the Securities and Futures (Professional Investors) Rules), (2) in circumstances which would not constitute an offer to the public or any section thereof or (3) in circumstances relating to an offer specified in Part I of the Seventeenth Schedule to the Companies Ordinance of Hong Kong.

**India:** No application has been submitted or will be submitted, nor any registration has been or will be sought, by the Company to or from any of the Indian governmental or regulatory authorities in connection with the advertising, offer, distribution or sale of the Shares in or from India and the Company does not intend to or will not, directly or indirectly, advertise, offer, distribute or sell the Shares to persons resident in India. Subject to certain limited exceptions, the Shares may not be purchased by persons resident in India and purchase of the Shares by such persons are subject to legal and regulatory restrictions. Persons into whose possession this Prospectus or any Shares may come must inform themselves about, and observe any such restrictions.

The Company shall not divulge any confidential information concerning Shareholders unless required to do so by applicable laws or regulations to the Company.

**Indonesia:** The Shares have not been, and will not be, registered in any stock exchange in the Republic of Indonesia. The Shares may not be offered or sold, nor will any document or material relating to the Company be distributed, in the Republic of Indonesia or to Indonesian citizens or residents in any manner which may constitute a public offer of securities under the prevailing Indonesian securities laws and regulations.

**Japan:** The Shares have not been and will not be registered under the Financial Instruments and Exchange Law of Japan and, accordingly, no Shares may be offered or sold, directly or indirectly, in Japan or to, or for the benefit, of any Japanese person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For this purpose, "Japanese person" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

**Jersey:** This Prospectus relates to a private placement and does not constitute an offer to the public in Jersey to subscribe for the Shares offered hereby. No regulatory approval has been sought to the offer in Jersey and it must be distinctly understood that the Jersey Financial Services Commission does not accept any responsibility for the financial soundness of or any representations made in connection with the Company. The offer of Shares is personal to the person to whom this Prospectus is being delivered by or on behalf of the Company, and a subscription for the Shares will only be accepted from such person. The Prospectus may not be reproduced or used for any other purpose.

**Korea:** The Shares have not been registered under the Securities and Exchange Act of Korea and none of the Shares may be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to applicable laws and regulations of Korea.

**Kuwait:** This Prospectus is not for general circulation to the public in Kuwait and the Shares will not be sold to the public in Kuwait.

**Lebanon:** The Company has not obtained the authorisation of the Central Council of the Central Bank of Lebanon and, later on, the Board of the Lebanese Financial Markets Authority (once formally constituted) to market, promote, offer or sell the Shares in Lebanon and such may not be offered into Lebanon.

**Malaysia:** As the approval of the Malaysian Securities Commission pursuant to section 212 of the Malaysian Capital Markets and Services Act 2007 has not been obtained, the Shares are not being and will not be deemed to be issued, made available, offered for subscription or purchase in Malaysia, and neither this Prospectus nor any document or other material in connection therewith should be distributed, caused to be distributed or circulated in Malaysia, save and except to individuals or other legal entities who fall under paragraphs 9, 10 or 11 of Schedule 6 to the Capital Markets and Services Act 2007.

**Monaco:** The Company may not be offered or sold, directly or indirectly, to the public in Monaco other than by a Monaco Bank or a duly authorized Monegasque intermediary acting as a professional institutional investor which has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of an investment in the Company. Consequently, this Prospectus may only be communicated to banks duly licensed by the "*Autorité de Contrôle Prudentiel*" and fully licensed portfolio management companies by virtue of Law n° 1.144 of 26 July 1991 and Law 1.338 of 7 September 2007, duly licensed by the "*Commission de Contrôle des Activités Financières*". Such regulated intermediaries may in turn communicate this Prospectus to potential investors.

**Oman:** The information contained in this Prospectus neither constitutes a public offer of securities in the Sultanate of Oman as contemplated by the Commercial Companies Law of Oman (Sultani Decree 4/74) or the Capital Market Law of Oman (Sultani Decree 80/98), nor does it constitute an offer to sell, or the solicitation of any offer to non-Omani securities in the Sultanate of Oman as contemplated by Article 6 of the Executive Regulations to the Capital Market Law (issued in Ministerial Decision No.4/2001). Additionally, this Prospectus is not intended to lead to the conclusion of any contract of whatsoever nature within the territory of the Sultanate of Oman.

**Philippines:** The Shares being offered or sold herein have not been registered with the Securities and Exchange Commission under the Securities Regulation Code. Any future offer or sale thereof is subject to registration requirements under the Securities Regulation Code unless such offer or sale qualifies as an exempt transaction.

**Qatar:** The Shares and the Prospectus have not been approved or licensed by the Qatar Central Bank, the Qatar Financial Markets Authority or any other relevant licensing authorities in the State of Qatar. The offer contained herein is made on an exclusive basis to the specifically intended recipient thereof for personal use only and shall in no way be construed as an offer to the public in the State of Qatar under the rules and regulations of the Qatar Financial Centre, nor the rules and regulations of the Qatar Financial Markets Authority.

Each such recipient will be a "qualified investor" (as defined in Collective Investment Scheme Rules 2010), will be willing and able to conduct an independent investigation of the risks involved in an investment in the Certificates, or have sufficient knowledge of the risks involved in an investment in such Certificates.

No transaction will be concluded in the jurisdiction of the State of Qatar.

**Kingdom of Saudi Arabia:** This document may not be distributed in the Kingdom except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representations as to the accuracy of completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document you should consult an authorized financial adviser.

**Singapore:** This Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Shares may not be circulated or distributed, nor may Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor pursuant to Section 304 and section 305 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**") or (ii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

**Switzerland:** Information on distribution of the Shares in Switzerland may be found in Appendix 3 "Additional information for investors in Switzerland" to the Prospectus.

**Turkey:** No information in this Prospectus is provided for the purpose of offering, marketing and sale by any means of any capital market instruments including the Shares in the Republic of Türkiye ("**Türkiye**"). Therefore, this Prospectus may not be considered as an offer made or to be made to residents of Türkiye. The Shares have not been and will not be registered with the Turkish Capital Market Board (the "**CMB**") under the provisions of the Capital Market Law (Law no. 2499). Accordingly neither this Prospectus nor any other offering material related to the offering may be utilized in connection with any general offering to the public within Türkiye without the prior approval of the CMB. However, according to Article 15 (d) (ii) of the Decree No.32 there is no restriction on the purchase or sale of the Shares by residents of Türkiye, provided that: they purchase or sell such Shares in the financial markets outside of Türkiye; and such sale and purchase is made through banks, and/or licensed brokerage institutions in Türkiye.

**United Arab Emirates:** FOR UNITED ARAB EMIRATES RESIDENTS ONLY. This Prospectus, and the information contained herein, does not constitute, and is not intended to constitute, a public offer of securities in the United Arab Emirates ("**UAE**") and accordingly should not be construed as such. The Shares are only being offered to a limited number of sophisticated investors in the UAE who (a) are willing and able to conduct an independent investigation of the risks involved in an investment in such Shares, and (b) upon their specific request. The Shares have not been approved by or licensed or registered with the UAE Central Bank, the Securities and Commodities Authority

or any other relevant licensing authorities or governmental agencies in the UAE. This Prospectus is for the use of the named addressee only and should not be given or shown to any other person (other than employees, agents or consultants in connection with the addressee's consideration thereof). No transaction will be concluded in the UAE and any enquiries regarding the Shares should be made to the Management Company.

**United States:** The Shares have not been, and will not be, registered under the United States Securities Act of 1933 ("**1933 Act**"), any of the securities laws of any of the states of the United States. The Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended, nor under any other US federal laws. Therefore, the Shares in the Funds described in this Prospectus may not be offered or sold directly or indirectly in the United States of America, except pursuant to an exemption from the registration requirements of the 1933 Act.

Further, the Board has decided that the Shares shall not be offered or sold, directly or indirectly, to any ultimate beneficial owner that constitutes a US Person.

Acquiring Shares may expose an investor to a significant risk of losing all of the amount invested. Any person who is in any doubt about investing in the Company should consult an authorised person specialising in advising on such investments.

#### Forward-looking Statements

This Prospectus includes "forward-looking statements." In some cases, you can identify forward-looking statements by terminology such as "anticipates", "believes", "estimates", "seeks", "expects", "plans", "will", "intends" and similar expressions. Although the Company believes that the expectations reflected in these forward-looking statements are reasonable as of the date of this Prospectus, such expectations may prove to be incorrect. Important factors that could cause actual results to differ materially from such expectations include, without limitation, the failure of the Company to raise sufficient capital and general economic and market conditions. The Company urges prospective investors to consider those factors carefully in evaluating the forward-looking statements contained in this Prospectus. All subsequent written or oral forward-looking statements attributable to the Company or any persons acting on the behalf of the Company are expressly qualified in their entirety by these cautionary statements. The forward-looking statements included in this Prospectus are made only as of the date of this Prospectus. The Company and its Directors do not intend, and undertake no obligation, to update these forward-looking statements.

#### Risk Factors

**Investment in the Company carries risk. There can be no assurance that the Company's investment objective will be achieved and investment results may vary substantially over time. Investment in the Company is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in Shares is suitable for them in light of their circumstances and financial resources (see further under the "Risk Factors" section of this Prospectus).**

**If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, accountant and/or other professional adviser.**

## Data Protection

The Fund together with the Management Company may, themselves or through the use of service providers, collect, store on computer systems or otherwise and further process, by electronic or other means, personal data (i.e. any information relating to an identified or identifiable natural person) concerning Shareholders and their representative(s) (including, without limitation, legal representatives and authorised signatories), employees, directors, officers, trustees, settlors, their shareholders and/or unitholders, nominees and/or ultimate beneficial owner(s), as applicable ("**Data Subjects**") (the "**Personal Data**"). Failure to provide certain requested Personal Data may result in the impossibility to invest or maintain Shares of the Fund.

To achieve the Purposes (as defined below) and comply with the Regulatory Obligations (as defined below), Personal Data provided or collected in connection with an investment in the Fund will be disclosed by the Fund and the Management Company as joint data controllers (the "**Controllers**") to, and processed by, the Management Company, the AIFM, the Paying Agent, the Administrator, the approved statutory auditor, the Shariah Auditor, the Investment Managers, the Investment Advisors (if any), the distributor and their appointed sub-distributors, legal and financial advisers and other potential service providers of the Fund, and of the Management Company (including their respective information technology providers, cloud service providers and external processing centres) and any of the foregoing respective agents, delegates, affiliates, subcontractors and/or their successors and assigns, acting as processors on behalf of the Fund, and of the Management Company (the "**Processors**"). In certain circumstances, the Processors may also process Personal Data of Data Subjects as controllers, in particular for compliance with their legal obligations in accordance with laws and regulations applicable to them (such as anti-money laundering identification) and/or order of any competent jurisdiction, court, governmental, supervisory or regulatory bodies, including tax authorities.

The Management Company has appointed a Data Compliance Officer whose contact details are as follows: Sedco Capital Luxembourg S.A, Attn: Data Compliance Officer, 5, rue Jean Monnet L-2180 Luxembourg, Grand Duchy of Luxembourg, [neilb@sclux.net](mailto:neilb@sclux.net).

The Controllers and Processors will process Personal Data in accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "**General Data Protection Regulation**"), as well as any law or regulation relating to the protection of personal data applicable to them, as any of such instruments may be modified or complemented from time to time (together the "**Data Protection Legislation**").

Further (updated) information relating to the processing of Personal Data of Data Subjects may be provided or made available, on an ongoing basis, through additional documentation and/or, through any other communications channels, including electronic communication means, such as electronic mail, internet/intranet websites, portals or platform, as deemed appropriate to allow the Controllers and/or Processors to comply with their obligations of information according to Data Protection Legislation.

Personal Data may include, without limitation, the name, address, telephone number, business contact information, employment and job history, financial and credit history information, current and historic investments, investment preferences and invested amount, know your customer information of Data Subjects and any other Personal Data that is necessary to the Controllers and Processors for the purposes described below. Personal Data is collected directly from Data Subjects by the Controllers and Processors or may be collected by the Controllers and Processors through publicly available sources, social media, subscription services, worldcheck database, sanction lists, centralised investor database, public registers or other publicly accessible sources.



Personal Data will be processed by the Controllers and Processors for the purposes of (i) offering investments in Shares of the Fund and performing the related services as contemplated under the Prospectus and in the Subscription including but not limited to the opening of your account with the Fund, the management and administration of your Shares and any related account on an on-going basis and the operation of the Fund's investment in sub-funds, including processing subscriptions and redemptions, conversion, transfer and additional subscription requests, the administration and payment of distribution fees (if any), payments to Shareholders, updating and maintaining records and fee calculation, maintaining the register of Shareholders, providing financial and other information to the Shareholders, (ii) developing and processing the business relationship with the Processors and optimizing their internal business organisation and operations, including the management of risk, (iii) direct or indirect marketing activities (such as market research or in connection with investments in other investment fund(s) managed by the Management Company or the AIFM and their respective affiliates and, (iv) other related services rendered by any service provider of the Controllers and Processors in connection with the holding of Shares of the Fund (the "**Purposes**").

Personal Data will also be processed by the Controllers and Processors to comply with legal or regulatory obligations applicable to them and to pursue their legitimate business interests or to carry out any other form of cooperation with, or reporting to, public authorities including but not limited to legal obligations under applicable fund and company law, anti-money laundering and counter terrorist financing (AML-CTF) legislation, prevention and detection of crime, tax law such as reporting to the tax authorities under Foreign Account Tax Compliance Act (FATCA), the Common Reporting Standard (CRS) or any other tax identification legislation to prevent tax evasion and fraud as applicable, and to prevent fraud, bribery, corruption and the provision of financial and other services to persons subject to economic or trade sanctions on an on-going basis in accordance with the AML-CTF procedures of the Controllers and Processors, as well as to retain AML-CTF and other records of the Data Subjects for the purpose of screening by the Controllers and Processors (the "**Compliance Obligations**").

The Shareholders acknowledge that the Fund and the Management Company acting as controllers and/or the Administrator as processor may be obliged to collect and report any relevant information in relation to them and their investments in the Fund (including but not limited to name and address, date of birth and U.S. tax identification number (TIN), account number, balance on account, the "**Tax Data**") to the Luxembourg tax authorities (*Administration des Contributions Directes*) which will exchange this information (including Personal Data, financial and tax information) on an automatic basis with the competent authorities in the United States or other permitted jurisdictions (including the U.S. Internal Revenue Service (**IRS**) or other US competent authority and foreign tax authorities located outside the European Economic Area) only for the purposes provided for in FATCA and CRS at OECD and European levels or equivalent Luxembourg legislation.

It is mandatory to answer questions and requests with respect to the Data Subjects' identification and Shares held in the Fund and, as applicable, FATCA and/or CRS. The Fund and the Management Company reserve the right to reject any application for Shares if the prospective investor does not provide the requested information and/or documentation and/or has not itself complied with the applicable requirements. Shareholders acknowledge that failure to provide relevant Personal Data requested by the Controllers or the Processors in the course of their relationship with the Fund may result in incorrect or double reporting, prevent them from acquiring or maintaining their Shares of the Fund and may be reported by the Fund, the Management Company and/or the Administrator to the relevant Luxembourg authorities.

Communications (including telephone conversations and e-mails) may be recorded by the Fund, and the Management Company acting as joint controllers and/or by the AIFM and the Administrator acting as processors on behalf of the Controllers where necessary for the performance of a task carried out in the public interest or where appropriate to pursue the Controllers' legitimate interests, including (i) for record keeping as proof of a transaction or related communication in the event of a disagreement, (ii) for processing and verification of instructions, (iii) for investigation and fraud

prevention purposes, (iv) to enforce or defend the Controllers' and Processors' interests or rights in compliance with any legal obligation to which they are subject and (v) for quality, business analysis, training and related purposes to improve the Controllers and Processors relationship with the Shareholders in general. Such recordings will be processed in accordance with Data Protection Legislation and shall not be released to third parties, except in cases where the Controllers and/or Processors are compelled or entitled by laws or regulations applicable to them or court order to do so. Such recordings may be produced in court or other legal proceedings and permitted as evidence with the same value as a written document and will be retained for a period of 10 years starting from the date of the recording. The absence of recordings may not in any way be used against the Controllers and Processors.

Controllers and Processors will collect, use, store, retain, transfer and/or otherwise process Personal Data: (i) as a result of the subscription or request for subscription of the Shareholders to invest in the Fund where necessary to perform the Purposes or to take steps at the request of the Shareholders prior to such subscription, including as a result of the holding of Shares in general and/or; (ii) where necessary to comply with a legal or regulatory obligation of the Controllers or Processors and/or; (iii) where necessary for the performance of a task carried out in the public interest and/or; (iv) where necessary for the purposes of the legitimate interests pursued by Controllers or by Processors, which mainly consist in the performance of the Purposes, including where the subscription agreement is not entered into directly by the Shareholders or in direct or indirect marketing activities as described in the Purposes mentioned above or, in complying with the Compliance Obligations and/or any order of any court, government, supervisory, regulatory or tax authority, including when providing investment services to any beneficial owner and any person holding Shares directly or indirectly in the Fund and/or; (v) where applicable under certain specific circumstances, on the basis of the Shareholders' consent (which consent may be withdrawn at any time without affecting the lawfulness of processing based on such consent before its withdrawal).

Personal Data will only be disclosed to and/or transferred to and/or otherwise accessed by the Processors and/or any target entities, sub-funds and/or other funds and/or their related entities (including without limitation their respective general partner and/or management company and/or central administration/investment manager/service providers) in or through which the Fund intends to invest, as well as any court, governmental, supervisory or regulatory bodies, including tax authorities in Luxembourg or in various jurisdictions, in particular those jurisdictions where (i) the Fund is or is seeking to be registered for public or limited offering of its Shares, (ii) the Shareholders are resident, domiciled or citizens or (iii) the Fund is, or is seeking to, be registered, licensed or otherwise authorised to invest for carrying out the Purposes and to comply with the Compliance Obligations (the "**Authorised Recipients**"). The Authorised Recipients may act as processor on behalf of Controllers or, in certain circumstances, as controller for pursuing their own purposes, in particular for performing their services or for compliance with their legal obligations in accordance with laws and regulations applicable to them and/or order of court, government, supervisory or regulatory body, including tax authority.

Controllers undertake not to transfer Personal Data to any third parties other than the Authorised Recipients, except as disclosed to Shareholders from time to time or if required by applicable laws and regulations applicable to them or, by any order from a court, governmental, supervisory or regulatory body, including tax authorities.

By investing in Shares of the Fund, the Shareholders acknowledge that Personal Data of Data Subjects may be processed for the Purposes and Compliance Obligations described above and in particular, that the transfer and disclosure of such Personal Data may be made to the Authorised Recipients, including the Processors, which are located in the United Kingdom, Switzerland and/or Poland (these locations benefiting from adequacy decisions) and are also located outside of the European Union, in countries which are not subject to an adequacy decision of the European Commission and which legislation does not ensure an adequate level of protection as regards the processing of personal data, including but not limited to the Kingdom of Saudi Arabia.

Controllers will only transfer Personal Data of Data Subjects for performing the Purposes or for complying with the Compliance Obligations.

By subscribing for Shares and/or being invested the Company, the Shareholder mandates, authorises and instructs the Management Company, the Administrator and the Depositary to hold, process and disclose Personal Data to the Processors and Authorised Recipients for the purposes of the outsourcing(s), including where such Processors and Authorised Recipients are present in a jurisdiction outside of Luxembourg or the European Union. By subscribing for Shares and/or being invested the Company, the investor: (i) acknowledges that this mandate, authorisation and instruction is granted to permit the holding, processing and disclosure of Personal Data by such Processors and Authorised Recipients in the context of the Luxembourg statutory confidentiality and personal data protection obligations of the Management Company, the Administrator and the Depositary and (ii) waives such confidentiality and personal data protection in respect of such Personal Data for the purposes of the outsourcing(s).

Controllers will transfer Personal Data of the Data Subjects to the Authorised Recipients located outside of the European Union either (i) on the basis of an adequacy decision of the European Commission with respect to the protection of personal data or, (ii) on the basis of appropriate safeguards according to Data Protection Legislation, such as standard data protection clauses, binding corporate rules, an approved code of conduct, or an approved certification mechanism or, (iii) in the event it is required by any judgment of a court or tribunal or any decision of an administrative authority, Personal Data of Data Subjects will be transferred on the basis of an international agreement entered into between the European Union or a concerned member state and other jurisdictions worldwide or, (iv) where applicable under certain specific circumstances, on the basis of the Shareholders' explicit consent or, (v) where necessary for the performance of the Purposes or for the implementation of pre-contractual measures taken at the Shareholders' request or, (vi) where necessary for the Processors to perform their services rendered in connection with the Purposes which are in the interest of the Data Subjects or, (vii) where necessary for important reasons of public interest or, (viii) where necessary for the establishment, exercise or defence of legal claims or, (ix) where the transfer is made from a register, which is legally intended to provide information to the public or, (x) where necessary for the purposes of compelling legitimate interests pursued by the Controllers, to the extent permitted by Data Protection Legislation.

In the event the processing of Personal Data of Data Subjects or transfers of Personal Data of Data Subjects outside of the European Union take place on the basis of the consent of the Shareholders, the Data Subjects are entitled to withdraw their consent at any time without prejudice to the lawfulness of the processing and/or data transfers carried out before the withdrawal of such consent. In case of withdrawal of consent, Controllers will accordingly cease such processing or data transfers. Any change to, or withdrawal of, Data Subjects' consent can be communicated in writing to the Management Company at the following address: Sedco Capital Luxembourg S.A, Attn: Data Compliance Officer, 5, rue Jean Monnet L-2180 Luxembourg, Grand Duchy of Luxembourg, [neilb@sclux.net](mailto:neilb@sclux.net).

Insofar as Personal Data is not provided by the Data Subjects themselves (including where Personal Data provided by the Shareholders include Personal Data concerning other Data Subjects), the Shareholders represent that they have authority to provide such Personal Data of other Data Subjects. If the Shareholders are not natural persons, they undertake and warrant to (i) adequately inform any such other Data Subject about the processing of their Personal Data and their related rights (as well as how to exercise them) as described under the Prospectus and the Subscription Agreement, in accordance with the information requirements under the Data Protection Legislation and (ii) where necessary and appropriate, obtain in advance any consent that may be required for the processing of the Personal Data of other Data Subjects as described under this information notice in accordance with the requirement of Data Protection Legislation. Any consent so obtained is to be documented in writing. Shareholders will indemnify and hold the Controllers and the Processors harmless for and against all financial consequences arising from any breach of the above warranties.

Data Subjects may request, in the manner and subject to the limitations prescribed in accordance with Data Protection Legislation, (i) access to and rectification or deletion of Personal Data concerning themselves, (ii) a restriction or objection of processing of Personal Data concerning themselves and, (iii) to receive Personal Data concerning themselves in a structured, commonly used and machine readable format or to transmit those Personal Data to another controller and, (iv) to obtain a copy of, or access to, the appropriate or suitable safeguards, such as standard contractual clauses, binding corporate rules, an approved code of conduct, or an approved certification mechanism, which have been implemented for transferring the Personal Data outside of the European Union. In particular, Data Subjects may at any time object, on request, to the processing of Personal Data concerning themselves for marketing purposes or for any other processing carried out on the basis of the legitimate interests of Controllers or Processors. Each Data Subject should address such requests to the Management Company to the attention of Sedco Capital Luxembourg S.A, Attn: Data Compliance Officer, 5, rue Jean Monnet L-2180 Luxembourg, Grand Duchy of Luxembourg, [neilb@sclux.net](mailto:neilb@sclux.net).

For any additional information related to the processing of their Personal Data, Data Subjects can contact the Data Compliance Officer of the Management Company at the following address: Sedco Capital Luxembourg S.A, Attn: Data Compliance Officer, 5, rue Jean Monnet L-2180 Luxembourg, Grand Duchy of Luxembourg, [neilb@sclux.net](mailto:neilb@sclux.net).

The Shareholders are entitled to address any claim relating to the processing of their Personal Data carried out by Controllers in relation with the performance of the Purposes or compliance with the Compliance Obligations by lodging a complaint with the relevant data protection supervisory authority (i.e. in Luxembourg, the *Commission Nationale pour la Protection des Données* – [www.cnpd.lu](http://www.cnpd.lu)).

The Controllers and Processors processing Personal Data on behalf of the Controllers will accept no liability with respect to any unauthorised third party receiving knowledge and/or having access to Personal Data, except in the event of proved negligence or wilful misconduct of the Controllers or such Processors.

Personal Data of Data Subjects will be retained by the Controllers and Processors until Shareholders cease to hold Shares of the Fund and a subsequent period of 10 years thereafter where necessary to comply with laws and regulations applicable to them or to establish, exercise or defend actual or potential legal claims, subject to the applicable statutes of limitation, unless a longer period is required by laws and regulations applicable to them. In any case, Personal Data of Data Subjects will not be retained for longer than necessary with regard to the Purposes and Compliance Obligations contemplated in this information notice, subject always to applicable legal minimum retention periods.

#### Investor's rights

The Company draws the investor's attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Company, notably the right to participate in a general shareholders' meeting, if the investor is registered in his own name in the shareholder's register of the Company. In cases where an investor invests in the Company through an intermediary who invests in the Company on behalf of the investor, (i) it may not always be possible for the investor to exercise certain shareholder rights directly against the Company and (ii) investors' rights to indemnification in the event of Net Asset Value errors/non-compliance with the investment rules applicable to a Fund may be impacted and only exercisable indirectly. Investors are advised to take advice on their rights.

## DIRECTORY

### SEDCO CAPITAL GLOBAL FUNDS

#### Registered Office

5, rue Jean Monnet,  
L-2180 Luxembourg,  
Grand Duchy of Luxembourg

#### Directors

Abdulwahhab Ahmad Abed  
Philippe Burgener  
Christian Gückel

#### Management Company

SEDCO Capital Luxembourg S.A.  
5, rue Jean Monnet,  
L-2180 Luxembourg,  
Grand Duchy of Luxembourg

#### Directors of the Management Company

Abdulwahhab Ahmad Abed  
Christian Gückel  
Ahmad Tourson

#### Conducting Persons

Neil Brown  
Shaik Mohammed Ghouse  
Anjum Raza

#### Administrator, Domiciliary, Registrar and Transfer Agent

UBS Fund Administration Services Luxembourg S.A.  
5, rue Jean Monnet,  
L-2180 Luxembourg,  
Grand Duchy of Luxembourg

#### Investment Managers

As specified in the Supplement for each relevant Fund

#### Depository and Paying Agent

UBS Europe SE, Luxembourg Branch  
33A, avenue J.F. Kennedy,  
L-1855 Luxembourg,  
Grand Duchy of Luxembourg

#### Auditors

PricewaterhouseCoopers, *société coopérative*  
2 rue Gerhard Mercator,  
L-2182 Luxembourg,  
Grand Duchy of Luxembourg

#### Legal Advisers

*In Luxembourg:*  
Elvinger Hoss Prussen, *société anonyme*  
2, Place Winston Churchill,  
L-2014 Luxembourg,  
Grand Duchy of Luxembourg

#### Shariah Advisers

Dr. Mohamed Ali Elgari  
Dr. Mohamed Daud Bakar  
Dr. Abdul Aziz Khalifa Al-Qassar

#### Shariah Auditor

IFAAS (Islamic Finance Advisory and Assurance Services)  
Faraday Wharf,  
Holt Street,  
Birmingham,  
B7 4BB,  
United Kingdom

**Shariah Monitor**

Saudi Economic and Development Company for  
Securities (trading as SEDCO Capital)  
The Office Tower, 2<sup>nd</sup> Floor,  
Red Sea Mall, King Abdulaziz Road,  
P. O. Box 13396,  
Jeddah 21493, Saudi Arabia

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## DEFINITIONS

"Administrator"	UBS Fund Administration Services Luxembourg S.A with registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, or any successor thereto;
"AIF"	an Alternative Investment Fund within the meaning of the AIFMD;
"AIFM"	an Alternative Investment Fund Manager within the meaning of the AIFMD being currently SEDCO Capital which qualifies as the non-EU AIFM of the Company;
"AIFMD"	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010 (implemented into Luxembourg law by the law of 12 July 2013 relating to alternative investment fund managers (the "2013 Law")), supplemented by its implementing provisions including Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;
"Application Form"	the application form for Shares in the Liquid Strategy Funds for use by investors;
"Articles"	the articles of incorporation of the Company;
"Base Currency"	the currency in which a Fund is denominated;
"Board"	the board of directors of the Company;
"Business Day"	such day as shall be specified in the relevant Supplement for a particular Fund;
"Class"	a class of Shares in a particular Fund;
"Class Currency"	the currency in which a Class is denominated;
"Closing"	in respect of an Illiquid Strategy Fund, the date (or dates) determined by the Board on or prior to which duly executed Subscription Agreements in relation to the issuance of Shares pursuant to the Prospectus and the Articles have to be received by the Company;
"Commitment"	means, with respect to any Shareholder in an Illiquid Strategy Fund, the amount of capital committed by such Shareholder to invest in such Illiquid Strategy Fund as set forth in the Subscription Agreement of such Shareholder;
"Company"	SEDCO Capital Global Funds;

"Controlling Persons"	means the natural persons who exercise control over an entity within the meaning of the IGA;
"CRS Law"	Law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation, implementing the Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation;
"CSSF"	Commission de Surveillance du Secteur Financier of Luxembourg;
"Depository"	UBS Europe SE, Luxembourg Branch, the depository and paying agent to the Company with registered office at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, or any successor thereto;
"Dealing Day"	such Business Day or Business Days as shall be specified in the relevant Supplement for that Fund or any such other day or days as the Directors may determine and notify in advance to the Shareholders;
"Dealing Request Deadline"	the time and date by which subscription, exchange and redemption requests must be received by the Company (or its duly appointed agent) as defined in each Supplement;
"Directors"	the members of the Board for the time being and any successors to such members as may be appointed from time to time;
"Drawdown"	in relation to an Illiquid Strategy Fund, means a request by the Company to a Shareholder for the payment of a specified amount of his Undrawn Commitment;
"Drawdown Notice"	means, unless otherwise provided for in the relevant Supplement, each written notice sent by the Company to a Shareholder in an Illiquid Strategy Fund requesting such Shareholder to pay part or all of his Commitment to the Company upon not less than 7 calendar days' notice;
"EEA"	European Economic Area;
"Eligible Investors"	investors who qualify as eligible investors within the meaning of article 2 of the SIF Law, i.e. Institutional Investors, Professional Investors and other Well-Informed Investors but excluding retail investors based in the EEA as defined in Directive 2014/65/EU;
"FATCA Law"	Law of 24 July 2015 relating to the Foreign Account Tax Compliance Act;
"Final Closing"	the last date on which a Closing occurs, as determined by the Board, and after which no further new subscription for Shares in an Illiquid Strategy Fund shall be accepted;

"Fund"	a specific portfolio of assets and liabilities within the Company having its own Net Asset Value and represented by one or more separate Classes of Shares, the proceeds of issue of which are commonly invested in accordance with the investment objective and investment policies applicable to such portfolio;
"Fund of Funds Strategy"	an investment strategy implemented through holding a diversified portfolio of underlying investment vehicles;
"Illiquid Strategy Fund"	a Fund making investments primarily in illiquid assets (including but not limited to interests held, directly or indirectly via other investment vehicles, in illiquid securities, real estate and/or infrastructure), as specified in the relevant Supplement;
"Ineligible Applicant"	means any person, corporation, limited liability company, trust, partnership, estate or other corporate body, if in the sole opinion of the Company, the holding of Shares of the relevant Fund may be detrimental to the interests of the existing Shareholders or of the relevant Fund, if it may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the relevant Fund or any subsidiary or investment structure (if any) may become exposed to tax or other legal, regulatory or administrative disadvantages, fines or penalties that it would not have otherwise incurred or, if as a result thereof the relevant Fund or any subsidiary or investment structure (if any), the Management Company and/or the Company, may become required to comply with any registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply. The term "Ineligible Applicant" includes (i) any investor which does not meet the definition of Eligible Investors, (ii) any US Person or (iii) any person who has failed to provide any information or declaration required by the Management Company or the Company within one calendar month of being requested to do so;
"Initial Closing"	the first Closing, as determined by the Board;
"Initial Fee"	where applicable, the fee payable by applicants when subscribing for Shares as set out in the relevant Supplement;
"Initial Offer Period"	where applicable, the period determined by the Directors during which each Class of Shares will be offered for subscription at a fixed price, as specified in the relevant Supplement;
"Initial Offer Price"	the price at which Shares may be subscribed to during the Initial Offer Period (if any) and/or up to the launch date (if applicable);
"Institutional Investors"	investors who qualify as institutional investors according to the Luxembourg laws and regulations;
"Investment Guidelines"	the investment guidelines and restrictions specified in this Prospectus and applying to the Company or a specific Fund as the case may be and including, for the avoidance of doubt, the Shariah Investment Guidelines;

"Investment Manager"	an investment manager as specified in the Supplement for each relevant Fund;
"Investment Management Fee"	the fee payable to an Investment Manager, as disclosed in the relevant Supplement;
"Investment Period"	the period designated by the Board and disclosed in the relevant Supplement during which it is anticipated that an Illiquid Strategy Fund will invest or fully commit for investment the aggregate capital raised;
"Liquid Strategy Fund"	a Fund making investments primarily in liquid assets (including but not limited to, equities and related securities listed on major stock exchanges) as specified in the relevant Supplement;
"Luxembourg"	the Grand Duchy of Luxembourg;
"Management Company"	SEDCO Capital Luxembourg S.A., a management company subject to chapter 16 of the law of 17 December 2010 on undertakings for collective investment, with registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, or any successor thereto;
"Management Company Fee"	the fee payable to the Management Company;
"Murabaha Transaction" or "Murabaha"	a purchase of Shariah compliant commodities acceptable to the seller (including metals traded on the London Metals Exchange) from a supplier on immediate delivery in consideration for immediate payment terms and a subsequent sale at a profit to a purchaser of the same goods and commodities on immediate delivery in consideration for deferred payment terms which were agreed in advance. Depending on the credit worthiness of the purchaser, a guarantee or a standby letter of credit from a bank may be required to secure the payment of the deferred sale price due from the purchaser;
"Minimum Holding"	where applicable, the minimum number of Shares or minimum attributable Net Asset Value (as appropriate) which must be held at any time by a Shareholder, as may be determined by the Directors in their absolute discretion and specified in the relevant Supplement;
"Net Asset Value"	the net asset value of the Company, a Fund or a Class, as appropriate, determined in accordance with the Articles;
"Net Asset Value per Share"	the Net Asset Value attributable to all the Shares issued in respect of a particular Fund and/or Class, as appropriate, divided by the number of Shares of the relevant Fund or Class in issue or deemed to be in issue;
"Non-Permissible Activities"	business lines which are not in compliance with Shariah as set out in the Shariah Investment Guidelines;
"OECD"	Organisation for Economic Co-operation and Development;

"Professional Investors"	investors who qualify as professional investors according to Luxembourg law and regulations, such as investors listed under annex II of Directive 2014/65/EU, as amended;
"Prohibited Income"	income generated from Non-Permissible Activities or a breach of the Shariah Investment Guidelines in general;
"Prospectus"	this prospectus, as may be amended or supplemented from time to time;
"Reference Currency"	the currency in which the accounts of the Company are drawn up;
"Redemption Price"	the price per Share of a Class at which Shares of that Class are redeemed calculated in the manner described under section "Redemptions" below;
"RESA"	<i>Recueil Electronique des Sociétés et Associations</i> ;
"SEDCO Capital"	the trading name of Saudi Economic and Development Company for Securities, appointed as the non-EU AIFM of the Company;
"SIF"	a specialised investment fund subject to the SIF Law;
"SIF Law"	the Luxembourg law of 13 February 2007 on specialised investment funds, as amended;
"Shareholder"	a person recorded as a holder of Shares in the Company's register of shareholders;
"Shares"	shares of any Class in the Company as the context requires;
"Shariah"	the principles, precepts and tenets of Islamic law derived from the Qur'an and from the teachings and examples of the Holy Prophet Muhammad (peace be upon him) as interpreted by the Shariah Advisers;
"Shariah Advisers"	Dr. Mohamed Ali Elgari, Dr. Mohamed Daud Bakar and Dr. Abdul Aziz Khalifa Al-Qassar or any successor(s) thereto;
"Shariah Auditor"	IFAAS (Islamic Finance Advisory and Assurance Services) with registered office at 2 <sup>nd</sup> Floor, 3 Brindley Place, Birmingham, B1 2JB, United Kingdom, or any successor thereto;
"Shariah Investment Guidelines"	the investment guidelines approved by the Shariah Advisers and applicable to the Company and each Fund as set out more particularly in this Prospectus;
"Shariah Monitor"	Saudi Economic and Development Company for Securities (trading as SEDCO Capital) with registered office at The Office Tower, 2 <sup>nd</sup> Floor, Red Sea Mall, King Abdulaziz Road, P. O. Box 13396, Jeddah 21493, Saudi Arabia;

"Shariah Opinion"	a Shariah pronouncement, opinion or ruling issued by the Shariah Advisers in accordance with the terms and conditions agreed between the Investment Manager and the Shariah Advisers;
"Subscription Agreement"	in relation to each Illiquid Strategy Fund, means the subscription agreement entered into by each applicant for Shares, in such form as the Company may prescribe from time to time;
"Subscription Price"	the price per Share of a Class at which Shares of that Class may be issued after the close of the Initial Offer Period calculated in the manner described under the section headed "Subscriptions and Commitments" below;
"Sukuk"	certificates of equal value representing undivided shares in ownership of certain underlying assets;
"Supplement"	a supplement to this Prospectus specifying certain information in respect of a Fund. Each of the Supplements is to be regarded as an integral part of the Prospectus;
"Undrawn Commitments"	in relation to an Illiquid Strategy Fund, means the amount of a Shareholder's outstanding Commitment which remains available to be drawn down by the Board;
"United States" or "US"	the United States of America (including the states and District of Columbia) and any of its territories, possessions and other areas subject to its jurisdiction;
"US Person"	is defined as and includes (i) a "United States person" as described in section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), (ii) a "U.S. person" as such term is defined in Regulation S of the Securities Act of 1933, as amended, (iii) a person that is "in the United States" as defined in Rule 202(a)(30)-1 under the U.S. Investment Advisers Act of 1940, as amended, or (iv) a person that does not qualify as a "Non-United States Person" as such term is defined in U.S. Commodities Futures Trading Commission Rule 4.7.;
"Valuation Day"	day on which the Net Asset Value is calculated for each Class as specified in the relevant Supplement for a particular Fund;

"Well-Informed Investor"

Within the meaning of the SIF Law, a well-informed investor shall be an institutional investor, a professional investor within the meaning of Annex II to Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (hereinafter "Directive 2014/65/EU"), or any other investor who meets the following conditions:

(i) he adheres in writing to the status of a well-informed investor; and

(ii) either (a) he invests a minimum Euro 100,000 or its equivalent in another currency in a Fund or (b) he has been the subject of an assessment made by a credit institution within the meaning of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and amending Regulation (EU) No 648/2012, an investment firm within the meaning of Directive 2014/65/EU, a management company within the meaning of Directive 2009/65/EC or by an authorised alternative investment fund manager within the meaning of Directive 2011/61/EU certifying his expertise, experience and knowledge in adequately appraising an investment in the relevant Fund.

In this Prospectus, all references to "US Dollars" and "US\$" are to the currency of the United States, all references to "Euro" or "€" are to the unit of the European single currency.

References to statutory provisions, enactments or directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or directive (whether before or after the date of this Offering Memorandum) and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or directive.

References to any Luxembourg legal term or legal concept shall in respect of any jurisdiction other than Luxembourg be deemed to include that which most approximates in that jurisdiction to such Luxembourg legal term or legal concept.

## PRINCIPAL FEATURES

*The following is a summary of the principal features of the Company and should be read in conjunction with the full text of the Prospectus:*

### Structure

The Company has been incorporated as a *société anonyme* under the laws of Luxembourg and qualifies as a *société d'investissement à capital variable* (SICAV) having the status of a specialised investment fund (SIF) under the SIF Law. The Articles are on file with the *Registre de Commerce et des Sociétés* of Luxembourg and were published in the *Memorial C, Recueil des Sociétés et Associations* of Luxembourg. The Company is registered under Number B 168687 with the *Registre de Commerce et des Sociétés* of Luxembourg.

The Company has appointed SEDCO Capital Luxembourg S.A. as its management company to provide investment management, administrative and marketing services to the Company. The Management Company may delegate all or part of these functions.

The Company is an umbrella fund designed to offer investors access to a variety of Shariah compliant investment strategies through a range of separate Funds. At the date of this Prospectus, the Company consists of the following Funds:

### Liquid Strategy Funds

- SC Balanced Fund;
- SC Treasury Fund; and
- SC Saudi IPO Feeder Fund.

### Illiquid Strategy Funds

- SC Fund of Private Equity Funds 1;
- SC Fund of Private Equity Funds 2;
- SC Private Equity Global Fund IV;
- SC Private Equity Europe Fund I; and
- SC Private Equity Global Co-Investment Fund II.

At all times, the Company's capital will be equal to the Net Asset Value of the Company and will not fall below the minimum capital required by SIF Law.

The Directors may establish additional Shariah compliant Funds from time to time in respect of which a Supplement or Supplements will be issued with the prior approval of the CSSF.

The assets of each Fund will be segregated from one another and will be invested in accordance with the investment objectives and investment policies applicable to each such Fund and as set out in the relevant Supplement. Pursuant to Article 71 of the SIF Law, each Fund corresponds to a distinct part of the assets and liabilities of the Company, i.e. the assets of a Fund are exclusively available to satisfy the rights of investors in relation to that Fund and the rights of creditors whose claims have arisen in connection with the creation and operation of that Fund.



The liabilities of a particular Fund (in the event of a winding up of the Company or a repurchase of the Shares in the Company or all the Shares of any Fund) shall be binding on the Company but only to the extent of the particular Fund's assets and in the event of a particular Fund's liabilities exceeding its assets, recourse shall not be made against the assets of another Fund to satisfy any such deficit.

#### Reference Currency, Base Currency and Class Currency

The Reference Currency of the Company is US Dollars. The Base Currency of each Fund and the Class Currency of each Class of Shares are specified in the relevant Supplement.

#### Listing

It is not the current intention of the Company to list the Shares of any Fund on any stock exchange. However, if the Company changes its intention, the relevant Supplement will be updated accordingly.

#### Classes of Shares

Each Fund may offer more than one Class of Shares. Each Class of Shares may have different features for example with respect to its criteria for subscription, redemption, minimum holding, fee structure, currency and dividend policy. A separate Net Asset Value per Share will be calculated for each Class.

Shares in each Fund may currently be issued as Class A Shares, Class B Shares, Class D Shares, Class I Shares and/or Class S Shares, as specified in each Supplement. Further Classes may be created and offered for subscription in the future in respect of any Fund at the discretion of the Directors, in which case this Prospectus will be updated accordingly.

The limits for minimum subscription, holding and/or redemption (if any) for any Fund or Class of Shares may be waived or reduced at the discretion of the Directors within the limits of the SIF Law.

#### Initial Offer/ Subscriptions– Liquid Strategy Funds

In order to subscribe for Shares in a Liquid Strategy Fund, applicants must complete and sign the Application Form and return it as explained therein to the Administrator prior to the close of the relevant Initial Offer Period (if applicable) or the Dealing Request Deadline.

Further information regarding initial offer/subscription for the Liquid Strategy Funds is specified under the section headed "Subscriptions and Commitments" below as well as in the relevant Supplement.

#### Subscriptions and Commitments – Illiquid Strategy Funds

In order to subscribe for Shares in an Illiquid Strategy Fund, applicants must complete and sign the Subscription Agreement and return it as explained therein to the Administrator prior to the relevant Closing.

Further information regarding Commitments and Drawdowns for the Illiquid Strategy Funds is specified under the section headed "Subscriptions and Commitments" below as well as in the relevant Supplement.

#### Minimum Investment – Liquid Strategy Funds

The minimum initial and minimum subsequent subscriptions are disclosed in the relevant Supplement. The Board may, at its sole discretion, waive such amounts.

### Minimum Investment – Illiquid Strategy Funds

The Company may set and waive at its discretion a minimum initial investment per Class in each Illiquid Strategy Fund, as disclosed in the relevant Supplements.

### Restrictions on Sale and Transfer

#### 1. Liquid Strategy Funds

Shares may only be offered, sold or transferred to an existing Shareholder or a new investor meeting all eligibility requirements for acquiring such Shares. Transfers will be registered in the Company's register of Shareholders following the provision of an instrument of transfer in a form acceptable to the Company as well as any other information the Company may require.

#### 2. Illiquid Strategy Funds

Subject to the provisions of each relevant Supplement and the provisions set out under the section titled "Transfer of Shares" below, generally Shares may only be offered, sold or transferred to an existing Shareholder or to a new investor meeting all eligibility requirements for acquiring such Shares subject to the prior consent of the Company. Transfers will be registered in the Company's register of Shareholders following the provision of an instrument of transfer in a form acceptable to the Company as well as any other information the Company may require.

### Redemptions – Liquid Strategy Funds

Shares in Liquid Strategy Funds are redeemable at the option of the Shareholder on each Dealing Day, subject to the applicable notice period set out in each Supplement. Shares in Liquid Strategy Funds will be redeemed at the relevant Redemption Price.

If, as a result of a partial redemption of Shares in a Liquid Strategy Fund, the Net Asset Value of the remaining Shares retained by the Shareholder would be less than the relevant Minimum Holding (as may be specified in each relevant Supplement) the Company may redeem the whole shareholding or convert the Shares into another Class of the same Fund with a lower Minimum Holding. Requests for redemptions are also subject to further conditions set out below under "Redemptions" and "Dilution Levy - Liquid Strategy Funds".

### Redemptions – Illiquid Strategy Funds

Where permitted in relation to an Illiquid Strategy Fund, details are contained in the relevant Supplement. Requests for redemptions are also subject to the conditions set out below under "Redemptions" and "Dilution Levy - Illiquid Strategy Funds".

### Exchanges – Liquid Strategy Funds

Shareholders of one Class in a Liquid Strategy Fund are entitled to exchange all or any of their Shares of that Class for Shares of another Class in the same or another Liquid Strategy Fund on any Dealing Day, subject to compliance with the applicable eligibility requirements for the Class or Fund to be switched into (as may be specified in each relevant Supplement).

A Share exchange will be effected by way of a redemption of Shares of one Class and a simultaneous subscription (at the relevant Subscription Price) for Shares of another Class.

### Exchanges – Illiquid Strategy Funds

Shares in Illiquid Strategy Funds are not exchangeable, unless otherwise specified in the relevant Supplement.

## Fees and Expenses

The fees and expenses of the Company are specified under the section headed "Fees and Expenses" below as well as in the relevant Supplement.

## Dividend Policy

It is not envisaged that any income or gains will be distributed by the Company by way of dividend and all Classes offered pursuant to this Prospectus will be accumulation Shares. This does not preclude the Directors from creating distributing Shares in future, which may pay a dividend to their holders.

## Reports and Financial Statements

Annual financial statements of the Company will be made up to 31 December in each year. An annual report and the audited financial statements of the Company will be available to Shareholders within six months of the financial year end at the registered office of the Company.

## Taxation

Under current Luxembourg law and practice, the Company is not liable to any Luxembourg income tax, nor are distributions of the Company to Shareholders liable to any Luxembourg withholding tax (except for certain Luxembourg residents). The Company is liable to a subscription tax (*taxe d'abonnement*) in Luxembourg at an annual rate calculated on the basis of the Net Asset Value of the Company at the end of each quarter. As the Company is regulated under the SIF Law, the current rate will be 0.01 per cent per annum. Certain exemptions from subscription tax may apply.

No stamp duty or other tax is payable in Luxembourg on the issue of Shares in the Company.

More detailed information is contained in the section "Taxation".

Prospective applicants for Shares should consult their own advisers as to the particular tax consequences of their proposed investment in the Company and not rely on the Prospectus.

## INVESTMENT OBJECTIVE, APPROACH AND RESTRICTIONS

### Investment Objective

The Company is an umbrella fund designed to offer investors access to a variety of Shariah compliant investment strategies through a range of separate Funds.

Each Fund shall pursue a distinct investment policy and the investment restrictions may differ for each of them. The investment policy and specific investment restrictions are disclosed for each Fund in the relevant Supplement.

The exclusive objective of the Company is to place the funds available to it in assets of any kind, subject to the investment restrictions below, with the purpose of affording its Shareholders with the results of the management of its portfolios.

### ESG Policy

The Company applies a prudent ethical investment policy ("**PEI Policy**") which integrates the United Nations Principles for Responsible Investment ("**UNPRI**") as well as the Shariah principles. UNPRI is a principle-based framework designed to encourage the incorporation and analysis of Environmental, Social and Governance (ESG) characteristics in the context of risk for investments whilst having regard to the Company's overriding duty of protecting the interests of its Shareholders. Islamic finance and responsible investing are both ethical in nature. Both principles align in their aim to improve the living conditions and well-being of society, to establish social equality and to prevent injustice in trade relations.

The Company regards ESG investing as an investment decision-making process that considers the environmental, social and corporate governance risks associated with the companies in which it invests and employs strategies to evaluate their impact within the context of financial analysis. Corporate governance, opportunity management and environmental and social risk management represent indicators of the quality of corporate management. The Company believes that managing these risks must include considering the rights and interests of stakeholders (employees, customers, suppliers, etc.).

In addition, the Company intends for its investments to contribute to sustainable development - meeting the needs of the present without compromising the ability of future generations to meet their own needs. The long-term profitability and competitiveness of companies depends on their capacity to take into account the imperatives of sustainable development, human rights and abide to strong governance standards. The Company supports the principle that companies have a responsibility to comply with international norms. Furthermore, companies shall respect the rule of law in the countries in which they operate.

The implementation of the PEI Policy is ensured by SEDCO Capital which analyses investments from an ESG perspective through its internal research as well as external data and research providers and the results of the ESG analysis are discussed between the Investment Manager and SEDCO Capital. The Company does not make a priori exclusions in the sense of refusing to invest in companies with predefined activities it deems unethical. The Company's investment process should substantially reduce the probability that it will make an investment that is ethically questionable or that exposes investors to high risks resulting from environmental, social and governance criteria. Thus, investments with significant weaknesses and risks on the basis of ESG criteria will be reviewed on a case by case basis and may be excluded from the Company's investment universe.

Finally, the Company includes ESG assessment both in the initial due diligence as well as the ongoing monitoring of its Investment Managers. The Company will require its Investment Managers to comply with its PEI Policy. Compliance by the Investment Managers with this PEI Policy will also be monitored by SEDCO Capital.

SEDCO Capital and its delegates have the required knowledge and skills in relation to ESG and socially responsible investments.

The investment process, the risk management procedures and the internal control system established in respect of the Company or the relevant Fund expressly take into account the sustainable risks and the ESG risks.

When selecting and monitoring investments, SEDCO Capital applies due diligence measures to the assets of the Company or of the relevant Fund and these due diligence measures expressly take into account the sustainable risks and the ESG risk factors.

### Investment Restrictions

The Company is subject to and will conduct its investment operations in compliance with the following general investment restrictions which are supplemented by and subject to the Shariah Investment Guidelines:

1. A Fund may not invest more than 30 per cent of its net assets in securities issued by the same issuing body.
2. A Fund may not enter into a short selling transaction.
3. When investing or dealing in Shariah compliant derivative instruments, a Fund must ensure that it has an appropriate level of risk diversification of its underlying assets.
4. The 30 per cent limit in item 1 of this section will not apply to securities issued or guaranteed by member states of the OECD or by one of its regional authorities or by global or regional institutions or public international bodies.
5. The 30 per cent limit in item 1 of this section will not apply to investments in other undertakings in collective investment ("**UCIs**") provided that such UCIs provide for at least a similar risk diversification as required by the SIF Law.
6. For the purpose of the application of the 30 per cent limit in item 1 of this section, each compartment of a UCI with multiple compartments is to be considered as a separate issuer, provided that the principle of the segregation of the obligations of each compartment towards third parties is ensured.
7. A Fund (the "**Investing Fund**") may subscribe, acquire and/or hold securities to be issued by one or more Funds (each, a "**Target Fund**") without the Company being subject to the requirements of the Luxembourg law of 10 August 1915 on commercial companies, as amended, with respect to the subscription, acquisition and/or the holding by a company of its own shares, under the condition however that:
  - the Target Fund does not, in turn, invest in the Investing Fund; and
  - voting rights, if any, attaching to the relevant securities of the Target Fund are suspended for as long as they are held by the Investing Fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and

- for as long as these securities are held by the Investing Fund, their value will not be taken into consideration for the calculation of the net assets of the Fund for the purposes of verifying the minimum threshold of the net assets imposed by the SIF Law.

The investment policy of a Fund may be subject to different, more detailed or additional investment restrictions than those provided above, in which case such different, more detailed or additional restrictions are disclosed in the relevant Supplement, provided that compliance with CSSF Circular 07/309 shall be ensured at any time.

If a Fund uses securities financing transactions or total return swaps as defined in Regulation (EU) 2015/2365 on transparency of securities financing transaction and of reuse and amending Regulation (EU) No 648/2012 (the "**SFT Regulation**") all the information required by the SFT Regulation will be available upon request at the registered office of the Company.

If a Fund enters into OTC and/or exchange-traded derivative contracts as defined in Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories ("**EMIR**"), as amended by Regulation (EU) No 2019/834 of the European Parliament and of the Council dated 20 May 2019 ("**EMIR Refit**"), to the extent applicable, all requirements for OTC derivatives contracts including mandatory clearing obligations, bilateral risk-management procedures and reporting requirements will be set up by the Company and the present Prospectus will be amended accordingly.

## **SHARIAH INVESTMENT GUIDELINES**

The following are the Shariah Investment Guidelines approved by the Shariah Advisers applicable to the Company and each of the Funds.

### **I. General**

#### ***Financial Instruments***

No Fund may invest in or use any of the following instruments or any derivatives of them:

- (A) futures;
- (B) options;
- (C) swaps;
- (D) preferred shares;
- (E) short sales;
- (F) forward contracts which are not Shariah compliant and which are used for purposes other than currency hedging; or
- (G) other instruments where any of their components involve the payment or receipt of interest.

#### ***Borrowing, Leverage and Hedging***

No Fund shall employ conventional borrowing, leverage or hedging.

### **II. Liquid Strategy Funds**

#### ***Investment selection***

No Fund may invest in:

- (A) companies whose total debt divided by the trailing 24-month average market capitalisation or total assets (whichever is the greater as the denominator) is greater than or equal to 33 per cent (where: "total debt" = short-term debt + current portion of long-term debt + long-term debt);
- (B) companies whose sum of cash and interest bearing securities divided by the trailing 24-month average market capitalisation or total assets (whichever is the greater as the denominator) is greater than or equal to 33 per cent;
- (C) companies whose accounts receivables divided by the trailing 24-month average market capitalisation or total assets (whichever is the greater as the denominator) is greater than or equal to 33 per cent; or
- (D) companies involved in the following activities (which are referred to in this Prospectus as the "Non-Permissible Activities"):
  - (i) the manufacture and/or sale/distribution of alcohol, tobacco, pork, music and pornographic productions;
  - (ii) restaurant or hotel/motel businesses, except those not selling alcohol;

- (iii) operators of gambling casinos or manufacturers of gambling machines;
- (iv) operators of movie theatres and cable television companies;
- (v) conventional financial services (i.e. non-Shariah compliant banks, investment funds, brokerage firms, insurance businesses or any other interest-based financial services activity); or
- (vi) the manufacture of military defence equipment or weaponry.

### ***Real Estate Instrument Trusts (REITs)***

No Fund may invest in REITs with underlying real estate assets which have a major use or uses that are Non-Permissible Activities.

### **III. Illiquid Strategy Funds**

#### ***1. Private equity companies and funds***

#### ***Investment selection***

No Fund may invest in:

- (A) for existing businesses, companies whose interest-bearing debt divided by equity is greater than or equal to 33 per cent (where "equity" means the company's enterprise value);
- (B) for yet to be formed companies, any company with any interest-bearing debt; or
- (C) companies involved in Non-Permissible Activities.

#### ***Majority Shareholding or Managerial Control***

If at any time a Fund becomes a majority shareholder in or gains managerial control over a company which is not fully Shariah compliant, a plan must be adopted to transform the company into a fully Shariah compliant company.

#### ***2. Real estate funds***

#### ***Property selection***

No Fund may invest in:

- (A) real estate funds if their underlying real estate assets are leased to tenants involved in Non-Permissible Activities; or
- (B) funds invested in a diversified portfolio of properties but having gross rental income in excess of 5 per cent from tenants involved in Non-Permissible Activities.



### **Leverage**

- (A) Real estate funds that have any conventional interest-bearing debt or propose to take on conventional interest-bearing debt or gearing at the time of being launched are not permitted for investment by a Fund.
- (B) Real estate funds that have debt structured in a Shariah compliant manner are permitted for investment by a Fund. However conservative levels of such debt are recommended.
- (C) If an investment is being made by a Fund into a real estate fund having conventional debt, that has already been in existence, by way of replacing an existing limited partner in such real estate fund, then such investment will only be permissible if the total debt to equity ratio at the fund level is less than 33 per cent. If at any time during the Fund's investment the debt level goes beyond this permissible level, then the investment must be exited within 180 days, even if such an exit incurs a loss to the Fund.

### **3. Real estate (direct investments)**

#### **Property selection**

No Fund may invest in:

- (A) properties if the underlying tenants are involved in Non-Permissible Activities; or
- (B) properties having gross rental income in excess of 5 per cent from tenants involved in any Non-Permissible Activities.

### **Leverage**

No Fund may invest in properties using conventional leverage. Funds are permitted to invest in properties using Shariah compliant leverage. However conservative levels of such Shariah compliant debt are recommended.

## **IV. Calculation and Purification of Prohibited Income**

The AIFM shall publish on an annual basis a percentage of the Net Asset Value of each Fund representing the Prohibited Income in respect of such Funds. Such amounts shall not be deducted from the Net Asset Values of the relevant Funds. Shareholders shall be responsible for the purification of their share of any such Prohibited Income by donating it to a charity or charities of their own choice.

Any and all interest income received by a Fund will be designated as Prohibited Income for purification purposes.

## **V. Shariah Compliance Process**

The Shariah Advisers shall be responsible for approving the structure and legal documentation of the Company and all individual Funds from a Shariah perspective, including in particular the Shariah Investment Guidelines, and shall issue a Shariah Opinion to confirm such approval once satisfied as to compliance with Shariah requirements. The Shariah Advisers shall also give *ad hoc* Shariah guidance, dispensations (subject to their discretion) or Shariah Opinions when requested to do so by the Shariah Monitor on any questions relating to the Shariah compliance of the Company or any Fund and its transactions.

The Shariah Monitor shall monitor the transactions of each Fund and shall calculate the amount of Prohibited Income in respect of each Fund on a quarterly basis. If the Shariah Monitor believes any

such transaction is not or may not be in compliance with the Shariah Investment Guidelines, it shall be able to request general Shariah guidance or a Shariah Opinion on the matter from the Shariah Advisers. In case of a breach, the Investment Manager shall benefit from a grace period of 90 days to correct such breach in the best interest of the Shareholders. In case the breach has not been corrected by the Investment Manager within the 90 days grace period, the Shariah Monitor will then be responsible for notifying the relevant service providers, in particular the Shariah Auditor, the Administrator and the relevant Investment Manager, of any such guidance or Shariah Opinion and ensuring that any consequential remedial actions are taken.

The Shariah Auditor will be responsible for auditing the Shariah Monitor's monitoring process on a yearly basis. It will report its findings to the Shariah Advisers on a yearly basis and will help them assess that all assets held by the Funds, all transactions entered into by the Funds as well as the process of calculating and reporting the Prohibited Income, during each financial year, have been carried out in compliance with the Shariah Investment Guidelines and/or with any relevant Shariah guidance from the Shariah Advisers or Shariah Opinions. In order to be able to complete its tasks, by the Shariah Monitor shall make available to the Shariah Auditor all, details related to all transactions entered into by the Funds as well as details of all Prohibited Income calculations on a quarterly basis and will audit their compliance with the Shariah Investment Guidelines and any relevant Shariah guidance from the Shariah Advisers or Shariah Opinions. The Shariah Auditor shall then report its findings to the Shariah Monitor on a quarterly basis. The purpose of this quarterly Shariah audit report shall be to ensure compliance of the transactions of the Funds with the relevant Shariah Investment Guidelines and to suggest any necessary remedial action and confirm whether remedial action suggested in previous such reports has been carried out. Once agreed with the Shariah Monitor the Shariah audit reports shall be sent by the Shariah Auditor to the Shariah Advisers on a quarterly basis for their approval.

## **VI. Warning on the effect of the Shariah Investment Guidelines**

It is possible that the restrictions placed on investment as set out under "Shariah Investment Guidelines" (for example, the inability to invest in interest-bearing investment securities) may result in any Fund performing less well than funds with a similar investment objective but which are not subject to the Shariah Investment Guidelines or similar guidelines.

In particular, the Investment Manager will receive the Shariah Advisers' instructions through the Company or the Management Company, as set out in the Investment Management Agreement. Pursuant to such instructions by the Shariah Advisers, the Investment Manager will, for example, not be permitted to invest in securities or other financial instruments which, in the opinion of the Shariah Advisers, are not or are no longer, in compliance with the Shariah Investment Guidelines. Likewise, cash balances held by the Company from time to time may be deposited on terms which shall not grant any interest income on the sum deposited to the benefit of any Fund.

## **VII. General**

The Company intends to adhere to the investment objective, approach and restrictions set out above for the foreseeable future. Any material changes to the investment objective and approach may be made with the consent of an ordinary resolution of Shareholders or following the giving of written notice by the Directors to Shareholders allowing them to redeem without application of any fee or other restriction prior to the effective date of the change. Any such changes which are not material may be made by the Directors and will be notified to Shareholders.

Although the Company will generally make direct investments, the Company may also invest indirectly through one or more partially or wholly-owned subsidiaries or other vehicles where the Directors consider that this would be commercially or tax efficient or provide the only practicable means of access to the relevant instrument or strategy.

To the extent that any terms of this Prospectus permit investment in a manner inconsistent with the Shariah Investment Guidelines applicable to a Fund, such investment will not be permitted in relation to such Fund.

## DIRECTORS

### Directors' Functions

The Directors are responsible for the overall management and control of the Company. The Directors will review the operations of the Company at regular meetings and, under normal circumstances, it is their current intention to meet quarterly. For this purpose, the Directors will receive periodic reports from the Management Company detailing the Company's performance and providing an analysis of its investment portfolio of each Fund. The Management Company and Investment Managers will provide such other information as may from time to time be reasonably required by the Directors for the purpose of such meetings.

### Directors of the Company

Abdulwahhab Ahmad Abed

Philippe Burgener

Christian Gückel

All the Directors act in a non-executive capacity. For the purposes of this Prospectus, the address of each of the Directors is the registered office of the Company.

### **Abdulwahhab Ahmad Abed**

With fifteen plus years' of experience, Abdulwahhab Ahmad Abed is currently the CEO of SEDCO Capital, after being both the CIO and Chief Business Development Officer of that company for the past years. Working closely with the board of directors (the "**SEDCO Board**"), he oversees:

- SEDCO Capital's strategy, supported by yearly business plans and budgets
- implementing the policies and strategies adopted by SEDCO Board
- ensuring that a long-term strategy is developed and recommended to SEDCO Board to add value and meet shareholders' expectations
- SEDCO Capital's financial and operating goals
- Oversee key recruitment & succession planning
- ensuring that comprehensive and appropriate internal control mechanisms are implemented across the company
- monitoring SEDCO Capital's performance and regulatory obligations
- ensuring that SEDCO Capital complies with all relevant laws and corporate governance principles
- ensuring that SEDCO Capital applies recommended best practices

He chairs the investment committee, management committee, which oversees the management of SEDCO Capital in fulfilling its responsibilities for the investment assets of SEDCO Capital's clients. The committees are responsible for formulating, reviewing and monitoring adherence to the overall investment policies of SEDCO Capital. The committee also monitors the management of the portfolio(s) for compliance with the investment and Shariah policies and guidelines and for meeting

any stated performance objectives over time. Additionally, the committee would review and advise on deals in the pipeline as well as approve investments and/or deal with issues that may arise during due diligence stage of investments, monitor underperforming investments and recommend actions.

As a Chief Business Development Officer, he has a multi-billion Riyal fundraising track record through building trust-based relationships with blue-chip companies and capturing new business opportunities in competitive ME, Europe, Asia, and the US markets.

Mr. Abdulwahhab Ahmad Abedis a Saudi national and obtained his Bachelor of Science in corporate finance-accounting and Master of Business Administration in finance from Bentley College.

### **Philippe Burgener**

Philippe Burgener is a part-time non-practicing Counsel specialised in investment funds in a Luxembourg law firm and also acts as independent non-executive director for regulated and unregulated fund vehicles, investment fund managers, special purpose vehicles and other corporate entities.

Philippe has more than twenty years of professional experience in legal services and in the asset management industry in Switzerland and Luxembourg.

Prior to acting as an independent director, Philippe worked for two leading law firms in Luxembourg as well as for a leading Swiss asset manager.

Philippe is a member of the *Institut Luxembourgeois des Administrateurs* and of the Luxembourg Private Equity & Venture Capital Association.

Philippe holds a bilingual “Licence en droit” from the University of Fribourg and has been admitted to the bar of the Canton of Fribourg in 2003. He holds a L.L.M in international economic law from the University of Zürich.

### **Christian Gückel**

Christian Gückel is the Chief Risk Officer at SEDCO Capital and heads risk management and responsible investments. Christian is a member of SEDCO Capital’s Investment Committee, Management Committee, Risk and Compliance Committee and Cyclical Asset Allocation Committee. He joined SEDCO Capital as Head of Research in 2014. Prior to joining SEDCO Capital, Christian was head of the asset class hedge funds and portfolio manager for a single-family office in Zurich, Switzerland.

Christian has almost 20 years of professional experience in portfolio management, capital markets and risk management roles (Swiss family office, Man Group, HSBC Trinkaus & Burkhardt, Dresdner Kleinwort Wasserstein (now Commerzbank), Sparkasse). Christian holds a master degree from Otto-von-Guericke University Magdeburg, an MBA from Colorado State University and completed the CFA, FRM, CAIA, FDP and ERP degrees.

## MANAGEMENT COMPANY

The Company has appointed SEDCO Capital Luxembourg S.A. to serve as its management company under a management company agreement effective as of 2 May 2012 (the "**Management Company Agreement**"). The Management Company will be responsible on a day-to-day basis, subject to the overall supervision of the Directors, for the provision of investment management services, administrative services and marketing services to the Company.

The Management Company has been established as a Luxembourg "société anonyme" and is subject to the provisions of chapter 16 of the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as may be amended from time to time. The articles of incorporation of the Management Company have been lodged with the *Registre de Commerce et des Sociétés of Luxembourg* and were published in the *Memorial C, Recueil des Sociétés et Associations of Luxembourg*. The Management Company is registered under Number B 168695 with the *Registre de Commerce et des Sociétés of Luxembourg*.

The Management Company is a wholly owned subsidiary of SEDCO Capital.

The members of the board of directors of the Management Company are:

Abdulwahhab Ahmad Abed

Christian Gückel

Ahmad Tourson

## **AIFM**

The Management Company, with the consent of the Company, has appointed SEDCO Capital as non-EU AIFM to be responsible on a day to day basis under the supervision of the Board of Directors, for providing portfolio management and risk management services, in respect of each of the Funds, in accordance with their respective investment objectives, strategy and rules, pursuant to the provisions of an alternative investment fund management agreement (the "**AIFM Agreement**"). Under the AIFM Agreement, SEDCO Capital is authorised, with the approval of the Company and the Management Company and subject to regulatory approval, if any, to sub-delegate part of its functions to third parties.

## EU BENCHMARK REGULATION

Regulation (EU) 2016/1011 (also known as the "**EU Benchmark Regulation**") requires the Management Company to produce and maintain robust written plans setting out the actions that it would take in the event that a benchmark (as defined by the EU Benchmark Regulation) materially changes or ceases to be provided. The Management Company shall comply with this obligation. Further information on the plan is available on request.

In accordance with the provisions of EU Benchmark Regulation, supervised entities may use benchmarks in the European Union if the benchmark is provided by an administrator which is included in the register of administrators and benchmarks maintained by the European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the EU Benchmark Regulation (the "Register"). Benchmark administrators located in a third country whose indices are used by the Funds (if any) benefit from the transitional arrangements afforded under the EU Benchmark Regulation (which has been extended to 31 December 2025) and accordingly can continue to be used even if these do not appear on the Register.

The inclusion of any further administrator of a benchmark used by a Fund within the meaning of the EU Benchmark Regulation in the ESMA register of benchmark administrators will be reflected in the Prospectus at its next update.



## INVESTMENT MANAGERS

With the consent of the Company and the Management Company, SEDCO Capital has appointed the entities mentioned in the relevant Supplement as Investment Manager to manage and invest the assets of the relevant Funds, pursuant to their respective investment objectives, policies and restrictions.

Each of the Investment Managers was appointed pursuant to an Investment Management Agreement (the "**Investment Management Agreements**"). Under each of the Investment Management Agreements, each Investment Manager has full discretion, subject to the ultimate control of and under the supervision of the Directors, to manage the assets of the Fund in respect of which the Investment Manager is appointed in a manner consistent with the investment objective, policies and restrictions described in this Prospectus and in the relevant Supplement of the Fund in respect of which the Investment Manager is appointed.

## DEPOSITARY AND PAYING AGENT

The Company has appointed UBS Europe SE, Luxembourg Branch to act as its Depositary within the meaning of Part I of the SIF Law pursuant to the Custodian and Paying Agent Agreement effective as of 2 May 2012 entered into between the Depositary and the Company, as amended (the "**Depositary Agreement**").

The Company has also appointed the Depositary as Paying Agent.

The Depositary is a Luxembourg established branch of UBS Europe SE, a European Company (*Societas Europaea*), having its registered office in Frankfurt am Main, Germany, registered with the German Trade Register under number HRB 107046. UBS Europe SE, Luxembourg Branch has its place of business at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and is registered with the Luxembourg Trade and Companies Register under number B 209.123.

The Depositary will provide certain custody, paying agency and related services to the Company in accordance with Part I of the SIF Law. **For the avoidance of doubt, although the Company qualifies as an AIF under AIFMD, it has appointed a non-EU AIFM and sale of Shares will not be promoted in the European Union or any part thereof. As a consequence, the Company does not need to comply with certain provision of AIFMD, notably its Article 21. As such the Depositary is not subject to the obligations foreseen for depositaries under AIFMD.**

### Depositary duties

The relationship between the Company and the Depositary is subject to the terms of the Depositary Agreement. In accordance with the terms of the Depositary Agreement and Part I of the SIF Law, the Depositary provides custody services to the Company with regard to assets entrusted to the Depositary for such purpose in accordance with the Depositary Agreement and applicable Luxembourg laws and regulations. To this extent the Depositary will hold securities and other assets entrusted to it by the Company either in custody directly or to its order by sub-custodians of the Depositary, where applicable, under the supervision of the Depositary pursuant to and in accordance with the terms of the Depositary Agreement between the Company and the Depositary.

### Liability

The Depositary shall be liable for any loss or damage suffered by the Company resulting directly from the Depositary's negligence or intentional failure in the execution of the services under the Depositary Agreement.

### Termination

The Depositary Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than ninety (90) calendar days prior written notice. The Depositary Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. In case no new depositary is appointed before the expiry of the notice period, the Depositary shall take all necessary steps to ensure good preservation of the interests of the Company's investors, including the obligation to maintain or open all the accounts necessary for the safekeeping of the different assets of the Company until the closure of liquidation of the Company.

## Fees

The Depositary is entitled to receive remuneration for its services as agreed between the Depositary and the Company. In addition, the Depositary is entitled to be reimbursed by the Company for its reasonable out-of-pocket expenses and disbursements, including, but not limited to, taxes, duties, charges and broker fees, whether existing now or imposed in the future and which are paid by the Depositary or for which the Depositary may be held liable and for the charges of any correspondents.

## Depositary's independence from the Company

The Depositary is not involved, directly or indirectly, with the business affairs, organization or management of the Company and is not responsible for the content of this document and thus accepts no responsibility for the accuracy of any information contained herein or the validity of the structure and investments of the Company. The Depositary has no decision-making discretion nor any advice duty relating to the Company's investments and is prohibited from meddling in the management of the Company's investments. The Depositary does not have any investment decision-making role in relation to the Company.

## Outsourcing and data protection

Information about outsourcing and potential processing of investors' data by the Depositary may be found at <https://www.ubs.com/lu/en/wealth-management/about-us/europe-se.html>, specifically in the General Terms and Conditions (GTCs) of the Depositary (containing relevant outsourcing information) and the privacy notice (covering personal data processing pursuant to the applicable data protection laws).

## ADMINISTRATOR, DOMICILIARY, REGISTRAR AND TRANSFER AGENT

The Management Company has appointed UBS Fund Administration Services Luxembourg S.A to act as administrator to the Company under the terms of a services agreement effective as of 2 May 2012 entered into between the Administrator, the Management Company and the Company (the "**Administration Agreement**"). The Administrator will provide certain registrar and transfer agency, administrative agency (including NAV calculations and bookkeeping) and related services to the Company (including the client communication function).

The Company has also appointed UBS Fund Administration Services Luxembourg S.A to act as domiciliary agent (the "**Domiciliary Agent**") of the Company under the terms of a domiciliary agreement effective as of 2 May 2012 entered into between the Domiciliary Agent and the Company (the "**Domiciliary Agreement**"). The Domiciliary Agent will provide domiciliation and related services to the Company in accordance with the Luxembourg law.

The Company reserves the right to change the Administration Agreement and/or Domiciliary Agreement described above by agreement with UBS Fund Administration Services Luxembourg S.A and/or in its discretion to appoint an alternative administrator and/or domiciliary agent in compliance with the requirements of applicable law and regulations.

The Administrator/Domiciliary Agent will have no decision-making discretion relating to the Company's investments. The Administrator/Domiciliary Agent is a service provider to the Company and is not responsible for the preparation of this document and therefore accepts no responsibility for the accuracy of any information contained in this document.

UBS Fund Administration Services Luxembourg S.A was incorporated as a *société anonyme* under the laws of Luxembourg and has its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, registered with the *Registre de Commerce et des Sociétés* of Luxembourg under number B 45 727.

## SHARIAH ADVISERS

The Company appointed each of the Shariah Advisers to act as Shariah advisers to the Company under the terms of Shariah adviser appointment letters entered into between the Shariah Advisers and the Company (each a "**Shariah Adviser Appointment Letter**"). The Shariah Advisers shall in particular be responsible for providing advice to the Company with regard to the compliance of the Company and the Funds with the Shariah Investment Guidelines.

The Company reserves the right to change any of the Shariah Adviser Appointment Letters described above by agreement with the respective Shariah Advisers and/or in its discretion to appoint one or more alternative Shariah advisers in compliance with the requirements of applicable law and regulations.

The Shariah Advisers will have no decision-making discretion relating to the Company's investments. The Shariah Advisers are service providers to the Company and are not responsible for the preparation of this document and therefore accept no responsibility for the accuracy of any information contained in this document.

The Shariah Advisers currently appointed by the Company are:

### **Dr. Mohamed Ali Elgari**

Dr. Elgari is Professor of Islamic Economics and the former Director of the Centre for Research in Islamic Economics at King Abdul Aziz University in Saudi Arabia. Dr. Elgari is an expert at the Islamic Jurisprudence Academy of the Organization of Islamic Countries (OIC) and at the Islamic Jurisprudence Academy of the Islamic World League (IWL). He is also a member of the Shariah Council of the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI). Dr. Elgari is a member of numerous Shariah boards of Islamic banks and Takaful companies worldwide as well as of the Dow Jones Islamic Market Index. He is also a member of editorial boards of several academic publications in the field of Islamic finance and jurisprudence as well as a member of the advisory board of the Harvard Series in Islamic Law at the Harvard Law School. He has authored several books and articles on Islamic finance and received the Islamic Development Bank prize in Islamic Banking and Finance in 2004. He graduated from the University of California with a Ph.D. in Economics.

### **Dr. Mohamed Daud Bakar**

Dr. Mohamed Daud Bakar was the Deputy Vice Chancellor at the International Islamic University, Malaysia. His areas of specialization include Islamic Legal Theory and Islamic Banking and Finance. Dr. Mohamad Daud provides Shariah consultancy, structuring and advisory services to various Islamic financial institutions. Dr. Mohamad Daud is currently the Chairman of the Shariah Board at Central Bank of Malaysia and a member of the Shariah supervisory board of other Islamic financial institutions.

### **Dr. Abdul Aziz Al-Qassar**

Dr. Abdul Aziz Al-Qassar is a Kuwaiti national holding a Bachelor's degree in Shariah from the University of Kuwait, a Master's degree and a Ph.D. degree from the Al-Azhar University in Islamic Jurisprudence (Fiqh). He is currently an assistant professor of the Shariah College at Kuwait University. Dr. Abdul Aziz is a member in the Shariah Board of many Islamic financial institutions and banks around the world.

## SHARIAH AUDITOR

The Company appointed the Shariah Auditor to act as Shariah auditor to the Company under the terms of a Shariah auditing agreement effective as of 2 May 2012 entered into between the Shariah Auditor and the Company (the "**Shariah Auditing Agreement**"). The Shariah Auditor shall in particular be responsible for:

- (A) auditing the transactions entered into by the Funds, as provided by the Shariah Monitor, for compliance with the Shariah Investment Guidelines and any relevant Shariah Opinions and guidance provided by the Shariah Advisers;
- (B) auditing the process of calculating and reporting the Prohibited Income as conducted by the Shariah Monitor and published by the Administrator; and
- (C) reporting the Shariah audit findings to the Shariah Monitor on a quarterly basis. In the report the Shariah Auditor shall verify compliance of the transactions of the Funds with the relevant Shariah Investment Guidelines. The Shariah audit report shall also suggest any necessary remedial action and confirm whether remedial action suggested in previous reports has been carried out.

The Company reserves the right to change the Shariah auditing arrangements described above by agreement with the Shariah Auditor and/or in its discretion to appoint an alternative Shariah auditor in compliance with the requirements of the applicable law and regulations.

The Shariah Auditor currently appointed by the Company is:

### **IFAAS (Islamic Finance Advisory and Assurance Services)**

IFAAS is an international company, specialised in providing Shariah audit and advisory services to financial institutions in the domain of Islamic finance. The business was incorporated in 2007 with the vision of supporting the development and growth of the Islamic financial industry in the United Kingdom and Europe.

## **SUBSCRIPTIONS AND COMMITMENTS**

### **Liquid Strategy Funds**

#### **Initial Offer Period**

Shares in the Liquid Strategy Funds may be subscribed for during the relevant Initial Offer Period at the Initial Offer Price and will be issued for the first time on the first Dealing Day after expiry of the relevant Initial Offer Period. The Management Company may extend or shorten the Initial Offer Period at their discretion.

Cleared funds must be received prior to the end of the Initial Offer Period in respect of Shares in Liquid Strategy Funds.

#### **Subsequent Subscriptions**

After the close of the Initial Offer Period, Shareholders may subscribe for Shares of a Liquid Strategy Fund on any Dealing Day at the relevant Subscription Price. The Subscription Price at which the Shares will be issued on any Dealing Day will be based on the Net Asset Value per Share of each Class as at the applicable Valuation Day. The Management Company may, however, elect to increase the relevant Subscription Price by such percentage as they shall determine in their absolute discretion in order to minimise any adverse effect on the continuing Shareholders, as further described under "Dilution Levy" below. Any such increase will be retained by the relevant Fund.

#### **Procedure**

Applicants for Shares in a Liquid Strategy Fund during the Initial Offer Period should complete an Application Form and send it to the Administrator by facsimile or any other acceptable means of transmission acceptable to the Company and the Administrator so as to be received by the Administrator prior to the close of the relevant Initial Offer Period. Cleared funds in respect of the subscription must be received by the Depositary prior to the close of the relevant Initial Offer Period. Failing either of which, the application will be held over until the next Dealing Day after complete instruction/settlement have been received and Shares will then be issued at the Subscription Price on that Dealing Day.

Thereafter, applicants for Shares and Shareholders wishing to apply for additional Shares must send their completed Application Form, as appropriate, by facsimile or any other acceptable means of transmission acceptable to the Company and the Administrator so as to be received by the Administrator by no later than the relevant Dealing Request Deadline. Cleared funds are to be received by the Depositary on the same day. Where the completed Application Form is not received before the relevant Dealing Request Deadline, the application will be held over until the next Dealing Day after complete instruction/settlement have been received and Shares will then be issued at the Subscription Price on that Dealing Day.

Fractions of Shares will, if necessary, be issued to three decimal places.

The Company reserves the right to reject any application in whole or part at its absolute discretion, in which event the amount paid on application or the balance thereof (as the case may be) will be returned (without interest) as soon as practicable in US Dollars at the risk and cost of the applicant. The acceptance or non-acceptance of any subscription is at the sole discretion of the Management Company and no reasons need be given for the non-acceptance of any subscription.

The Administrator will issue a written confirmation to successful applicants confirming acceptance of their application. Once completed applications have been received by the Administrator, they are irrevocable.

Applications for Shares will not be dealt with and Shares will not be issued until receipt of notification that an applicant's funds have been cleared in the full amount of the subscription. Subject thereto, Shares are deemed to be issued on the relevant Dealing Day. Subscription monies will be at risk in the relevant Fund from the relevant Dealing Day.

### Initial Fee

The Management Company reserves the right to charge an Initial Fee, which may be partly or fully waived at the sole discretion of the Management Company. The Initial Fee attributed to each Class of Share is specified in the relevant Supplement. The Management Company may rebate all or part of the Initial Fee to financial intermediaries and/or may waive all or part of the Initial Fee.

### Suspension of Subscriptions

The Directors will suspend the issue of Shares of any Fund whenever the determination of the Net Asset Value of such Fund or Class is suspended as described under "Temporary suspension of Net Asset Value calculations".

### Price Information

The Net Asset Value per Share is available from the registered office of the Company.

### Revocation of subscriptions

In normal circumstances, applications for subscriptions of Shares are irrevocable and may not be withdrawn by any investor. In the event of suspension of the determination of the Net Asset Value of the relevant Fund, the investors, who have made an application for subscription of Shares, may give written notice to the Company that they wish to withdraw their application. After the end of such period of suspension, the Company will process the subscription requests that have not been withdrawn on the first applicable Valuation Day following the end of the period of suspension.

### **Illiquid Strategy Funds**

In relation to Illiquid Strategy Funds, Shares may be issued on a direct subscription basis (i.e. delivery versus payment) and/or a commitment and drawdown basis, as summarised below and specified in the relevant Supplement.

#### Direct Subscription

Where specified in a Supplement, Shares in an Illiquid Strategy Fund may be subscribed for during the relevant Initial Offer Period at the Initial Offer Price and will be issued for the first time on the first Dealing Day after expiry of the relevant Initial Offer Period. The Company may extend or shorten the Initial Offer Period at its discretion.

Cleared funds must be received prior to the end of the Initial Offer Period.

The Company may waive at its discretion any minimum initial subscription amount per Class in each Fund, as disclosed in the relevant Supplements and in accordance with the SIF Law.

After the close of the Initial Offer Period, Shareholders may subscribe for Shares on any Dealing Day at the applicable Subscription Price. The Subscription Price at which the Shares will be issued on any Dealing Day will be the Net Asset Value per Share of each Class determined as at the applicable Valuation Day. The Company may, however, elect to increase the relevant Subscription Price by such percentage as they shall determine in its absolute discretion in order to minimise any adverse effect on the continuing Shareholders, as further described under "Dilution Levy" below. Any such increase will be retained by the relevant Fund.



## Commitments

Where specified in a Supplement, Commitments to an Illiquid Strategy Fund may be made at one or more Closings determined by the Board for the relevant Fund.

Duly executed Subscription Agreements must be received by the Administrator at least 7 calendar days before the relevant Closing, unless otherwise provided for in the relevant Supplement. Payment of the Subscription Price for the Shares subscribed at a Closing must be received by the Administrator on or before the date mentioned on the Drawdown Notice.

Unless otherwise decided by the Directors at their absolute discretion and as further described in the relevant Supplement, each investor applying to make a Commitment may be required to contribute a portion of its Commitment to the Company (the "**Initial Drawdown**") at the Closing following the Company's acceptance of such applicant's Subscription Agreement. Shares will be issued in accordance with the procedure described in the relevant Supplement. The amount of the Initial Drawdown will be deducted from the Commitment to be paid by the investors in relation to one or more subsequent Drawdown Notices.

After the relevant Closing, the Board or its duly appointed agent shall provide each Shareholder with a written notice of each occasion on which it is required to make an advance of its Undrawn Commitment (a "**Drawdown Notice**"). Such notice will generally be sent at least 7 calendar days prior to the date on which such Commitment is due and payable. Shares will be issued in accordance with the procedure described in the relevant Supplement. Other requirements regarding the timing and amounts of Drawdown Notices and each Shareholder's obligation to make advances of Undrawn Commitment may apply as set out in each relevant supplement.

The Drawdown Notice shall include brief details of the proposed uses of the Commitment to be advanced, including details of any proposed investments, provided that the requirement to make such disclosures shall not apply where the Company, in its absolute discretion, determines that such disclosures would be prejudicial to the Fund, the Management Company, the Investment Manager or any of their respective affiliates and shall be subject to any applicable confidentiality obligations.

## Subsequent Closings

The Board may, at its discretion, allow one or more Closings within a period of time after the Initial Closing, as and if specified in each Supplement. New investors making Commitments at a Closing will be subject to a Drawdown in an amount stipulated by the Company, as further described in the relevant Supplement.

### (A) Drawdown of Capital

After the Initial Closing, existing Shareholders and prospective new investors in a Fund may at the discretion of the Company be offered the opportunity to make (additional) Commitments to such Fund at a subsequent Closing ("**Subsequent Closing**"). Existing Shareholders or new investors participating in such Subsequent Closing (the "**Subsequent Investors**") may each be subject to a Drawdown in an amount determined by the Company, such amount to be applied for the subscription of Shares in the relevant Fund, as further described in the relevant Supplement.

### (B) Subsequent Closing Fee

In order to ensure equal treatment of the Shareholders of an Illiquid Strategy Fund and compensate existing Shareholders in an Illiquid Strategy Fund during earlier Closings, a fee may be charged on subscriptions made on each Subsequent Closing in an amount to be determined at the discretion of the Directors (the "**Subsequent Closing Fee**"). The

Subsequent Closing Fee will be communicated to prospective investors prior to their respective Subscription Agreements being accepted by the Company in respect of a Subsequent Closing.

A Subsequent Investor shall not participate in any proceeds arising in respect of Investments that have been disposed of before the admission of such Subsequent Investor.

#### Default on Drawdown

Because a failure by a Shareholder to meet a Drawdown may cause a Fund to default on its subscription and other obligations to its investments, the Board may exercise a number of remedies against a defaulting Shareholder (the "**Defaulting Shareholder**").

In order to ensure equal treatment of the Shareholders of the Illiquid Strategy Funds and enable compensatory payments based on fair sharing of risk among all investors, the Board may charge the Defaulting Shareholder and the Defaulting Shareholder shall pay to the Company an amount equal to 4 per cent per annum above the European Central Bank base rate of the unpaid amount (the "**Unpaid Amount**") which shall accrue daily after the due date for payment (such amount the "**Late Payment Amount**"). The Company shall apply the Late Payment Amount in a Shariah compliant manner to cover its actual costs and losses and any remaining excess will be distributed to one or more charities of the Board's choice.

If the Unpaid Amount plus the Late Payment Amount is not paid by the Defaulting Investor to the Company within thirty (30) days of being notified to do so by the Company, the Board shall have the right, at its discretion, to take one or several of the following measures:

- (A) impose damages corresponding to 10% of the Unpaid Amount;
- (B) set off any distributions to the Defaulting Shareholder until any amounts owing to the Company have been paid in full;
- (C) compulsorily redeem all the Shares of the Defaulting Shareholder upon payment to such Shareholder of an amount equal to 75% of the Net Asset Value of its holding in the Company at the relevant time;
- (D) reduce or terminate the Defaulting Shareholder's capital Commitment;
- (E) offer the non-Defaulting Shareholders the right to purchase the Defaulting Shareholder's shares at a price equal to 75% of the Net Asset Value of shares; or
- (F) offer the Shares of the Defaulting Shareholders to new investors in order to replace the Defaulting Shareholder.

In addition, if a Shareholder fails on two or more occasions to pay its capital calls in a timely fashion, the Board may require that Shareholder to fund some or all of its unfunded capital commitment in advance.

In accordance with Luxembourg law and as further described under the heading "Risk Factors" below, the assets of each Fund will not be available to meet the liabilities of another Fund. The assets of each Fund shall therefore be properly recorded in the name of the Company on behalf of the relevant Fund.

## **General**

### **Availability of Shares**

The Company is authorised to close each Fund or any Class of Shares to new subscriptions and/or Commitments (as applicable) on such basis and on such terms as the Management Company may in their absolute discretion determine.

The Company reserves the right to accept or refuse any application in whole or in part and for any reason. The Company may also limit the distribution of Shares of a given Fund to specific countries.

The Company may waive at its discretion any minimum initial subscription and/or Commitment (as applicable), minimum holding and/or minimum additional subscription amount and/or Commitment (as applicable) per Class in each Fund, as disclosed in the relevant Supplement and in accordance with the SIF law.

### **Types of Share**

All the Shares issued will be registered Shares which are in non-certificated form. Fractional entitlements to registered Shares will be rounded downwards to three decimal places. Fractions of Shares do not confer voting rights at any meeting of Shareholders but entitle the holder thereof to a corresponding amount in the case of any payment of dividends or liquidation proceeds.

### **Contributions in Kind**

The Directors may at their discretion issue Shares in exchange for contributions in kind in accordance with Luxembourg law. In such cases, the assets to be contributed will, where required by law or regulation or where requested by the Directors, be subject to a report issued by the Company's approved statutory auditor (*réviseur d'entreprises agréé*). The Shareholder shall normally bear the costs resulting from the contribution in kind (including, but not limited to, costs relating to the drawing up of the auditor's report) unless the Directors consider that the contribution in kind is in the interest of the Company or made to protect the interest of the Company.

### **Anti-Money Laundering**

Pursuant to international rules and Luxembourg laws and regulations comprising, but not limited to, the law of 12 November 2004 on the fight against money laundering and financing of terrorism, as amended and CSSF circulars and regulations and any amendments or replacements thereof, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investments for money laundering and financing of terrorism purposes. As a result of such provisions, the registrar agent of a Luxembourg undertakings for collective investments ascertain the identity of the subscriber in accordance with Luxembourg laws and regulations. The Administrator will require subscribers to provide any document it deems necessary to effect such identification. In addition, the Administrator, as delegate of the Company, will require any other information that the Company will require in order to comply with its legal and regulatory obligations, including but not limited to the CRS Law and the FATCA Law. In case of a subscription for an intermediary and/or nominee acting on behalf of his customer, enhanced customer due diligence measures for this intermediary and/or nominee will be applied in accordance with the amended law of 12 November 2004 and CSSF Regulation 12/02 of 14 December 2012 as amended by CSSF Regulation 20/05 of 14 August 2020. In this context, investors must inform without delay the Administrator when the person(s) designated as beneficial owner(s) change and in general, ensure at all times that each piece of information and each document provided to the Administrator or intermediary and/or nominee remains accurate and up-to-date.

In case of delay or failure by an applicant to provide the required documentation, the subscription request will not be accepted and in case of redemption, payment of redemption proceeds delayed.

Neither the Company nor the Administrator will be held responsible for said delay or failure to process deals resulting from the failure of the applicant to provide documentation or incomplete documentation.

Shareholders may be requested to provide additional or updated identification documents from time to time pursuant to ongoing client due diligence requirements under relevant laws and regulations.

The AIFM shall ensure that due diligence measures on the Fund's investments are applied on a risk-based approach in accordance with Luxembourg legal and regulatory requirements.

#### Ineligible Applicants

The Company will not issue Shares to any investor who is considered to be an Ineligible Applicant. The Directors may impose eligibility criteria on the issue and transfer of Shares of a Class of Shares. The Directors of the Company may, at their discretion, delay the acceptance of any subscription/Commitment for Shares until such date as the Company has received sufficient evidence of the qualification of the relevant investor as an Eligible Investor or comply with any eligibility criteria imposed by the Directors and that such investor does not qualify as an Ineligible Applicant.

The Application Form or Subscription Agreement (as applicable) requires each prospective applicant for Shares to represent and warrant to the Company that, among other things, he is not an Ineligible Applicant and is able to acquire and hold Shares without violating applicable laws.

Shares may not be offered, issued or transferred to any person who is an Ineligible Applicant and not an Eligible Investor.

The Administrator is entitled to refuse any subscription, transfer or conversion application in whole or in part for any reason, and may in particular prohibit or limit the sale, transfer or conversion of Shares to individuals or corporate bodies in certain countries if such transaction might be detrimental to the Company or result in the Shares being held directly or indirectly by a Ineligible Applicant (included but not limited to any U.S. Person) or if such subscription, transfer or conversion in the relevant country is in contravention of the local applicable laws. The subscription, transfer or conversion for Shares and any future transactions shall not be processed until the information required by the Administrator, included but not limited to know your customer and anti-money laundering checks, is received. In addition, a transfer is subject to the prior consent of the Company and subject to any restrictions as disclosed in the relevant Supplement. In particular, the Board has the right to refuse any transfer, assignment or sale of Shares, in its sole discretion, if the Board reasonably determines that it would result in an Ineligible Applicant holding Shares, either as an immediate consequence or in the future.

Any transfer of Shares may be rejected by the Administrator and the transfer shall not become effective until the transferee has provided the required information under the applicable know your customer and anti-money laundering rules.

Investors must warrant on the relevant Application Form or Subscription Agreement (as applicable) that they have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Company, are aware of the risks inherent in investing in the assets in which the Fund in question will invest and the method by which these assets will be held and/or traded, and can bear the loss of their entire investment in the Fund. Any transferee of Shares will be required to warrant in like terms before any transfer is registered.

The Company will not accept subscriptions or Commitments (as applicable) for Shares from US Persons. Therefore, Shares may not be issued or transferred to or for the account of any US Person.

## REDEMPTIONS

### **Liquid Strategy Funds**

#### **Procedure**

Shares in Liquid Strategy Funds will be redeemable at the option of the Shareholder. Shareholders should send a redemption request to the Administrator. To redeem Shares on a Dealing Day, the complete request must be received by the Administrator no later than the relevant Dealing Request Deadline, failing which the redemption request will be held over until the next Dealing Day or after complete instructions have been received and Shares will be redeemed at the Redemption Price applicable on that relevant Dealing Day.

Redemption requests may be submitted to the Administrator by facsimile or any other means of transmission acceptable to the Company and the Administrator no later than the relevant Dealing Request Deadline. If the amount stated in the redemption request received by the Administrator exceeds the number of Shares available to the relevant Shareholder when applying the latest available Net Asset Value, this redemption request will be considered as a redemption request for all Shares.

If, as a result of a partial redemption of Shares, the Net Asset Value of the remaining Shares retained by the Shareholder would be less than the relevant Minimum Holding (as may be specified in each relevant Supplement), the Company may redeem the whole shareholding or convert the Shares into another Class of the same Fund with a lower Minimum Holding. Redeemed Shares will be cancelled.

#### **Redemption Price**

The Redemption Price per Share will be based on the Net Asset Value per Share of the relevant Class as at the relevant Valuation Day less any applicable charges and/or percentage as the Directors shall determine in their absolute discretion in order to minimise any adverse effect on the continuing Shareholders resulting from any realisation of assets, as further described under "Dilution Levy - Liquid Strategy Funds" below. Any such reduction will be retained by the Company.

#### **Settlement**

Payment of Redemption Price will normally be made in cash, generally three days after the relevant Dealing Day unless otherwise stated in Appendix 1 for a specific Fund. Payment will be made in the currency of denomination of the Shares, except during periods of exchange restrictions, by bank transfer in accordance with instructions given by the redeeming Shareholder to the Administrator and at the Shareholder's risk and cost.

If the Directors determine that special circumstances have arisen, which shall include, but shall not be limited to, default or delay in payments to the Company by other persons, the Company shall be entitled to delay payment of redemption proceeds equal to the proportionate part of the net assets of the Company represented by such sums that are affected by such circumstances or defer payment of the Redemption Price if raising funds would in the bona fide determination of the Directors be unduly burdensome to the Company.

As of the relevant Dealing Day, Shareholders having redeemed Shares will be treated as creditors for the Redemption Price of the redeemed Shares, and will rank accordingly in the priority of the Company's creditors. Furthermore, during this period, investors will not have rights as a Shareholder, save the right to receive the Redemption Price and any dividend which has been declared in respect of their Shares prior to the relevant Dealing Day and, in particular, will not have the right to receive notice of, attend or vote at any meetings of the Company.

### Suspension

The Directors may declare a suspension of the redemption of Shares in certain circumstances as described under "Temporary suspension of Net Asset Value calculations". No Shares will be redeemed during any such period of suspension.

### Deferred Redemptions

Unless otherwise provided in the relevant Supplement, in the event that redemption requests are received for redemption of Shares representing in aggregate more than 20 per cent of the total net assets of a Fund, the Fund is entitled to reduce the requests rateably and *pro rata* amongst all Shareholders seeking to redeem Shares on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 20 per cent of the total net assets of a Fund. Shares which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests themselves exceed 20 per cent of the total net assets of a Fund).

Deferred requests for the redemption of Shares will have priority over redemption requests in respect of Shares which have been received in respect of that Dealing Day and a deferred redemption request will be carried out in full no later than the first Dealing Day falling 14 days after the date on which it was submitted. Notwithstanding the foregoing, all redemptions of Shares which have been deferred may also be suspended in the circumstances described under the heading "Temporary suspension of Net Asset Value Calculations" below. Shares will be redeemed at the Redemption Price prevailing as at the Dealing Day on which they are redeemed.

The Directors intend not to exercise their powers to defer redemptions except to the extent they consider that existing Shareholders would otherwise be materially prejudiced or that such exercise is necessary to comply with applicable law or regulation.

### In-Specie Redemptions

The Company shall have the right, if the Directors so determine, to satisfy payment of the Redemption Price, to any Shareholder who agrees, in specie by allocating to such Shareholder investments from the portfolio of assets set up in connection with such Fund equal in value (calculated in the manner described in the Articles) as of the Valuation Day, when the Redemption Price is calculated, to the value of the Shares to be redeemed. In such cases, the assets to be transferred will, where required by law or regulation or where requested by the Directors, be subject to a report issued by the Company's approved statutory auditor (*réviseur d'entreprises agréé*). The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other holders of Shares. The costs of any such transfers shall be borne by the transferee.

### **Illiquid Strategy Funds**

#### Procedure

Save to the extent specified in a relevant Supplement, a Shareholder will not generally be permitted to request the redemption of its Shares in an Illiquid Strategy Fund.

#### Deferred Redemptions

The deferred redemptions procedure is detailed in the relevant Supplement, if applicable for the relevant Fund.

### In-Specie Redemptions

The Company shall have the right, if the Directors so determine, to satisfy payment of the Redemption Price, to any Shareholder who agrees, in specie by allocating to such Shareholder investments from the portfolio of assets set up in connection with such Fund equal in value (calculated in the manner described in the Articles) as of the Valuation Day, when the Redemption Price is calculated, to the value of the Shares to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other holders of Shares and the valuation used shall be confirmed by a special report of the auditor of the Company. The costs of any such transfers shall be borne by the transferee. The Board may declare that the portion of the liquid assets attributable to the Shares being redeemed is paid in cash to the redeeming Shareholder. For any portion of illiquid assets attributable to the Shares being redeemed, the Board may propose by notice in writing to the redeeming Shareholder to transfer to him such apportioned assets in satisfaction of his redemption request. Upon receipt of such notice, the Shareholder may within 14 Business Days accept the redemption proceeds to be paid in kind. In case of refusal or lack of response from the relevant Shareholder, the Company shall arrange for the sale of the assets in a commercially reasonable manner and for the payment to the Shareholder of the net proceeds of sale. In such circumstances, Shareholders should note that the net proceeds of sale received may be substantially lower than the value assigned to the redeemed Shares. Shareholders should further note that due to the illiquidity of such assets, payment will be delayed until completion of the sales and the receipt by the Company of the proceeds of sale in freely convertible currency.

### **General**

#### Compulsory Redemptions

The Directors have the right to compulsorily redeem all or part of the Shares held by or for the benefit of any Shareholder at any time to the extent that they consider that existing Shareholders or the Company would otherwise be materially prejudiced or that such exercise is necessary to comply with applicable law or regulation. (e.g. in case of the Board discovers at any time that a Shareholder or any beneficial owner of the Shares is an Ineligible Applicant either alone or in conjunction with any other person, whether directly or indirectly).

The Directors may require any Shareholder to provide it with any information that it may consider necessary for the purpose of determining whether or not such owner of Shares is or will be an Ineligible Applicant. Further, the Shareholders are required to notify the Administrator immediately if at any time they become or will become Ineligible Applicants or hold Shares for the account or benefit of an Ineligible Applicant or are otherwise Ineligible Applicants.

Without limitation to the above right, when the Directors become aware that a Shareholder (a) has become an Ineligible Applicant; (b) is holding Shares in breach of any law or regulation or otherwise in circumstances having or which may have adverse regulatory, tax, pecuniary or material administrative disadvantages for the Company or its Shareholders; or (c) has failed to provide any information or declaration required by the Directors within ten days of being requested to do so, the Directors may either (i) direct such Shareholder to redeem or to transfer the relevant Shares to a person who is qualified or entitled to own or hold such Shares; or (ii) redeem all but not some of the relevant Shares. Furthermore, the Directors may effect a compulsory redemption of any or all Shares held by or for the benefit of a Shareholder at any time in exceptional circumstances where they determine that such a compulsory redemption is in the interest of Shareholders.

Subject to the relevant Supplement, if the Net Asset Value of the Shares held by the Shareholder is less than the Minimum Holding, the Company reserves the right to require compulsory redemption of all Shares of the relevant Class held by a Shareholder or alternatively to effect a compulsory exchange of all Shares of the relevant Class held by a Shareholder for Shares of another Class in the same Fund which have the same Class Currency but a lower Minimum Holding.

Where the Net Asset Value of the Shares held by a Shareholder is less than the Minimum Holding and the Company decides to exercise its right to compulsorily redeem or exchange (for Illiquid Strategy Funds) for this reason, the Company will notify the Shareholder in writing and allow such Shareholder 30 calendar days to purchase additional Shares to meet the minimum requirement.

Any person who becomes aware that he is holding Shares in contravention of any of the above provisions and who fails to transfer or redeem his Shares pursuant to the above provisions shall indemnify and hold harmless each of the Directors, the Company, the Administrator, the Management Company, the Investment Managers and the Shareholders (each an "**Indemnified Party**") from any claims, demands, proceedings, liabilities, damages, losses, costs and expenses directly or indirectly suffered or incurred by such Indemnified Party arising out of or in connection with the failure of such person to comply with his obligations pursuant to any of the above provisions.

If it appears at any time that a holder of Shares is a person resident in India, as that term is defined in Section 2(v) of Foreign Exchange Management Act (FEMA), 1999 of India, the Fund may redeem the relevant Shares in accordance with the above provisions.

#### Revocation of Redemption Requests

In normal circumstances, except in the event of a suspension of the determination of the Net Asset Value of the relevant Fund, applications for redemptions of Shares are irrevocable and may not be withdrawn by a Shareholder. In the event of such a suspension, the Shareholders of the relevant Fund who have made an application for redemption of their Shares, may give written notice to the Company before the end of such suspension period that they wish to withdraw their application for redemption. After the end of such period of suspension, the Company will process the redemption requests that have not been withdrawn on the first applicable Valuation Day following the end of the period of suspension.

Notwithstanding the foregoing, the Directors may at their discretion, taking due account of the principle of equal treatment between Shareholders and the interest of the relevant Fund, decide to accept any withdrawal of an application for redemption.



## **EXCHANGES**

### **Liquid Strategy Funds**

Shareholders of one Class in a Liquid Strategy Fund are entitled to exchange all or part of their Shares of that Class for Shares of another Class in the same Fund or a different Liquid Strategy Fund on any Dealing Day, subject to compliance with the relevant eligibility requirements of the Class of Shares into which an exchange has been requested. Exchanges between a Class in a Liquid Strategy Fund and an Illiquid Strategy Fund are not permitted.

A Share exchange will be effected by way of a redemption of Shares of one Class and a simultaneous subscription for Shares of the other Class. The redemption proceeds of the Class which is being exchanged will be applied in subscribing for Shares of the other Class.

In order to be dealt with as of a given Dealing Day, Shareholders should send a completed exchange request in the form available from the Administrator to be received by the Administrator no later than the relevant Dealing Request Deadline, failing which the exchange request will be held over until the next Dealing Day after complete instruction have been received and Shares will be exchanged at the relevant Redemption Price and Subscription Price applicable on that Dealing Day.

### **Illiquid Strategy Funds**

Shares in Illiquid Strategy Funds are not exchangeable, unless otherwise specified in the relevant Supplement.

## **TRANSFERS OF SHARES**

Any transfer of Shares and/or Undrawn Commitments may be rejected by the Administrator and the transfer shall not become effective until the transferee has provided the required information under the applicable know your customer and anti-money laundering rules.

### **Liquid Strategy Funds**

The Directors have the right to refuse any transfer, assignment or sale of Shares, in their sole discretion, if the Directors reasonably determine that it would result in an Ineligible Applicant holding Shares, either as an immediate consequence or in the future.

Subject to the restrictions set out under the sections "Compulsory Redemptions" and "Subscriptions and Commitments" above, Shares are transferable by written instrument of transfer signed by (or in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor and containing the name and address of the transferor and the transferee. The instrument of transfer shall be in such form as the Directors approve.

### **Illiquid Strategy Funds**

The Directors have the right to refuse any transfer, assignment or sale of Undrawn Commitments if (i) the Directors reasonably determine that it would result in an Ineligible Applicant holding Undrawn Commitments, either as an immediate consequence or in the future or (ii) the Directors reasonably determine that the transferee does not have similar creditworthiness as the transferor or (iii) the Directors reasonably determine that the transfer is otherwise detrimental for the Company.

Shares may only be offered, sold or transferred to an existing Shareholder or a new investor meeting all eligibility requirements for acquiring such Shares and with the prior consent of the Company and in accordance with the provisions of each Supplement.

The consent of the Company to a transfer of Shares of Illiquid Strategy Funds may, inter alia, be contingent upon:

- (A) the transferee qualifying as an Eligible Investor;
- (B) the transferee not qualifying as an Ineligible Applicant;
- (C) the transferee accepts to take over any Undrawn Commitments and other liabilities attached to the Shares in a form satisfactory to the Company; and/or
- (D) the transferee adheres to any Shareholder agreement to which the transferor is party in a form satisfactory to the Company.

For the avoidance of doubt, the Company may impose any other condition it deems necessary prior to approving any transfer.

## NET ASSET VALUE

### *Valuation principles*

#### **Liquid Strategy Funds**

The Net Asset Value per Share of each Class will be calculated as of each Valuation Day as specified in each Supplement in the currency of the relevant Class. It will be calculated by dividing the Net Asset Value attributable to each Class, being the proportionate value of its assets less its liabilities, by the number of Shares of such Class then in issue. The resulting sum shall be rounded downwards to the nearest three decimal places.

The Directors reserve the right to change the frequency with which the Net Asset Value per Share of each Class of Shares is calculated or to otherwise alter dealing arrangements on a permanent or a temporary basis, for example, where the Directors consider that a material change to the market value of the investments in one or more Funds so demands. The CSSF's prior approval will be sought and the Prospectus will be amended, following any such permanent alteration, and Shareholders will be informed accordingly.

The Company may calculate a Net Asset Value that, even though official, is only produced for publication purposes in order to monitor the performance of the relevant Fund. The Net Asset Value does not serve as the basis for executing subscription or redemption requests unless if it falls on a Dealing Day. This calculation may be suspended or its frequency changed at the sole discretion of the Company.

Assets held by each Fund will be valued in accordance with the following principles:

- (A) The value of any cash in hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the full amount thereof, unless in any case 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 Company may consider appropriate in such case to reflect the true value thereof.
- (B) The value of such securities, assets (including shares or units in closed-ended undertakings for collective investment) and derivative instruments will be determined on the basis of the last available price on the stock exchange or any other regulated market as aforesaid on which these securities, assets or derivative instruments are traded or admitted for trading. Where such securities, assets or derivative instruments are quoted or dealt in one or by more than one stock exchange or any other regulated market, the Board shall make regulations for the order of priority in which stock exchanges or other regulated markets shall be used for the provisions of prices of securities, assets or derivative instruments.
- (C) If a security or derivative instrument is not traded or admitted on any official stock exchange or any regulated market, or in the case of securities and derivative instruments so traded or admitted the last available price of which does not reflect their true value, the Board is required to proceed on the basis of their expected sales price, which shall be valued in good faith.
- (D) Each share or unit in an open-ended undertaking for collective investment will be valued at the last available net asset value (or bid price for dual priced undertakings for collective investment) whether estimated or final, which is computed for such unit or shares on the same Valuation Day, failing which, it shall be the last net asset value (or bid price for dual priced undertakings for collective investment) computed prior to the Valuation Day on which the Net Asset Value of the Shares in the Company is determined.

- (E) In respect of shares or units of an undertaking for collective investment held by the Company, for which issues and redemptions are restricted and a secondary market trading is effected between dealers who, as main market makers, offer prices in response to market conditions, the Board may decide to value such shares or units in line with the prices so established.
- (F) If, since the day on which the latest net asset value was calculated, events have occurred which may have resulted in a material change of the net asset value of shares or units in other undertaking for collective investment held by the Company, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the Board, such change of value.
- (G) The value of any security or other asset which is dealt principally on a market made among professional dealers and institutional investors shall be determined by reference to the last available price.
- (H) Any assets or liabilities in currencies other than the base currency of the Classes of Shares will be converted using the relevant spot rate quoted by a bank or other responsible financial institution.

The Directors may, at their discretion, permit other methods of valuation to be used if they consider that such method of valuation better reflects value and is in accordance with good accounting practice.

The Directors have delegated to the Administrator the determination of the Net Asset Value and the Net Asset Value per Share of each Class of each Fund.

If and to the extent that the Management Company and/or Investment Manager is responsible for or is otherwise involved in the pricing of any of a Fund's assets, the Administrator may accept, use and rely on such prices provided by the Management Company and/or Investment Manager, without verification, in determining the Net Asset Value of a Fund and in the absence of negligence, bad faith, wilful default or fraud on the part of the Administrator or on the part of its servants, agents or delegates shall not be liable to the Fund, any Shareholder or any other person in doing so. In determining any value, the Directors shall be entitled to rely on any valuations provided or attributed to any asset or liability by the Management Company and/or Investment Manager.

### **Illiquid Strategy Funds**

The Net Asset Value per Share of each Class will be calculated as of each Valuation Day as specified in each Supplement in the currency of the relevant Class. It will be calculated by dividing the Net Asset Value attributable to each Class, being the proportionate value of its assets less its liabilities, by the number of Shares of such Class then in issue. The resulting sum shall be rounded downwards to the nearest three decimal places.

The Directors reserve the right to change the frequency at which the Net Asset Value per Share of each Class of Shares is calculated or to otherwise alter dealing arrangements on a permanent or a temporary basis, for example, where the Directors consider that a material change to the market value of the investments in one or more Funds so demands. The CSSF's prior approval will be sought and the Prospectus will be amended, following any such permanent alteration, and Shareholders will be informed accordingly. In addition, the Board will have a discretion to require an additional Net Asset Valuation, including a property valuation, prior to determining the Net Asset Value for the purpose of any issue or redemption of Shares where they consider that there has been an intervening event since the date of the last valuation which would render the current valuation materially misleading.

Valuation principles applicable to Liquid Strategy Funds shall also be applicable to Illiquid Strategy Funds. Derogations and other valuation rules may however be contained in the relevant

Supplement. In the case of an Illiquid Strategy Fund, the valuation of underlying investment vehicles (such as UCIs) will generally be based on the information provided by or on behalf of such underlying investment vehicles (such as their manager or administrator).

Valuations provided by underlying investment vehicles (such as UCIs) may be subject to adjustments made by such underlying investment vehicles subsequent to the determination of the Net Asset Value of a Fund. Such adjustments, whether increasing or decreasing the Net Asset Value of a Fund, will not affect the amount of the redemption proceeds received by redeeming Shareholders. As a result, to the extent that such subsequently adjusted valuations from underlying investment vehicles adversely affect the Net Asset Value of a Fund, the remaining outstanding Shares of such Fund will be adversely affected by redemptions. Conversely, any increases in the Net Asset Value of a Fund resulting from such subsequently adjusted valuations will be entirely for the benefit of the remaining outstanding Shares of such Fund.

#### *Temporary suspension of Net Asset Value calculations*

The Directors may declare a temporary suspension of the determination of the Net Asset Value and the issue, conversion and/or redemption of Shares in respect of a Fund in the following circumstances:

- (A) during any period when any of the principal stock exchanges or any other market on which any substantial portion of the Fund's investments for the time being are quoted, is closed (otherwise than for ordinary holidays), or during which dealings are restricted or suspended; or
- (B) any period when the net asset value of one or more undertakings for collective investment, in which such Fund has invested and the units or the shares of which constitute a significant part of the assets of such Fund is suspended or, cannot be determined accurately so as to reflect their fair market value as at the Valuation Day; or
- (C) during the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of investments of the relevant Fund is impracticable; or
- (D) during any breakdown in the means of communication normally employed in determining the price or value of any of the Company's investments or the current prices or values on any market or stock exchange; or
- (E) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of such Shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of such Shares cannot, in the opinion of the Directors be effected at normal rates of exchange; or
- (F) if the Company or the relevant Fund is being or may be wound-up or merged on or following (i) the date on which notice is given of the meeting of Shareholders at which a resolution to wind up the Company or the relevant Fund is being proposed or (ii) the date on which the Directors decides to wind up or merge a Fund; or
- (G) if the Directors have determined that there has been a material change in the valuations of a substantial proportion of the investments of the Company attributable to a particular Class of Shares in the preparation or use of a valuation or in the carrying out of a later or subsequent valuation; or
- (H) during any other circumstance or circumstances where a failure to do so might result in the Company or its Shareholders incurring any liability to taxation or suffering other pecuniary disadvantages or any other detriment which the Company or its Shareholders might so otherwise have suffered; or

- (l) during any period where circumstances exist that would justify the suspension for the protection of Shareholders in accordance with the SIF Law.

In accordance with the SIF Law, the issue and redemption of Shares shall be prohibited:

- (i) During the period where the Company has no depositary; and
- (ii) Where the Depositary is put into liquidation or declared bankrupt or seeks an arrangement with the creditors, a suspension of payment or a controlled management or is the subject of similar proceedings.

No Shares of the relevant Fund will be issued, converted or redeemed during any period of suspension of the Net Asset Value calculation.

Shareholders and applicants for Shares will be informed of any suspension or deferral as appropriate.

Any application for subscription, redemption or conversion of Shares is irrevocable except in case of suspension of the calculation of the Net Asset Value of the relevant Fund, in which case Shareholders and investors may give written notice that they wish to withdraw their application. If no such notice is received by the Company prior to the lifting of the period of suspension, such application will be dealt with on the first Valuation Day following the end of the period of suspension.

*CSSF Circular 24/856*

With regard to the protection of investors in case of net asset value calculation error and correction of the consequences resulting from non-compliance with the investment rules applicable to the Company or any other breach of the diversification requirements, the Board intends to comply with the principles and rules set forth in CSSF Circular 24/856.

## **DILUTION LEVY**

### **Liquid Strategy Funds**

In certain circumstances, the value of the property of a Liquid Strategy Fund may be reduced as a result of charges incurred in dealings in the Fund's investments and of any spread between the buying and selling prices of these investments. In order to offset this effect, known as "dilution", and the consequent potential adverse effect on the existing or remaining Shareholders, the Directors have the power to charge a "dilution levy" when Shares are subscribed for, exchanged or redeemed. If charged, the dilution levy would be paid to the Company and would become part of the property of the relevant Fund thus protecting the value of the remaining Shareholders' interests. It is not, however, possible to predict accurately whether dilution will occur at any future point in time.

Any dilution levy charged must be fair to all Shareholders. In particular, the dilution levy may be charged in the following circumstances:

- (A) on a Fund experiencing large levels of net purchases (i.e. purchases less redemptions) relative to its size;
- (B) on a Fund experiencing large levels of net redemptions (i.e. redemptions less purchases) relative to its size;
- (C) in any other case where the Directors determine (in their absolute discretion) that the interests of existing/continuing Shareholders require the imposition of a dilution levy.

In order to reduce inconsistency in the application of any dilution levy, the Directors may take account of the trend of the Fund in question to expand or to contract; and the transactions in Shares as of a particular Valuation Day.

The maximum amount of the dilution levy for each Fund is set out in the relevant Supplement.

### **Illiquid Strategy Funds**

No dilution levy will be charged unless provided for in the relevant Supplement.

## **PREVENTION OF LATE TRADING AND MARKET TIMING**

Late trading is to be understood as the acceptance of a subscription, conversion or redemption order for Shares in a Fund after the Dealing Request Deadline and the execution of such order at the price based on the Net Asset Value applicable to such same day. As a result, subscriptions, conversions and redemptions of Shares shall be dealt with at an unknown Net Asset Value.

Market timing is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or converts Shares within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the Net Asset Value.

The Company considers that the practice of market timing is not acceptable as it may affect the Company's performance through an increase of the costs and/or entail a dilution of the profit. As a result, the Company reserves the right to refuse any application for subscription or conversion of Shares which might or appears to be related to market timing practices and to take any appropriate measures in order to protect investors against such practice.



## **FEES AND EXPENSES**

### **Initial Fee**

The Company reserves the right to charge an Initial Fee of up to 3 per cent of the subscription amount payable by applicants when subscribing for Shares, the details of which (and any exceptions hereto) are set out in the relevant Supplement. Any such fee is levied for the benefit of the Management Company, who may at its entire discretion (i) waive these fees or (ii) rebate these fees to recognised financial intermediaries.

### **Management Company**

The Management Company Fee will be accrued daily and paid quarterly in arrears. The Management Company Fee will be based on the Net Asset Value of each Class of Shares in each Fund as disclosed in the relevant Supplement. The Management Company shall be entitled to be reimbursed by the Company for its reasonable out of pocket expenses properly incurred in carrying out its duties.

### **AIFM**

The AIFM Fee is paid by the Management Company and will be calculated on the basis of the Net Asset Value of the relevant Classes pursuant to the AIFM Agreement.

### **Investment Manager**

The Investment Management Fee is paid by the AIFM out of the fees it receives from the Management Company and will be calculated on the basis of the Net Asset Value of the relevant Classes pursuant to the relevant Investment Management Agreement.

### **Administrator and Depositary**

The Administrator and the Depositary will receive a fee paid out of the assets of the Company. The Administrator's fee will be paid quarterly and the Depositary's fee will be paid monthly out of the assets of the Company. In addition, the Depositary and Administrator are entitled to be reimbursed by the Company for their respective reasonable out-of-pocket expenses properly incurred in carrying out their duties. The Depositary is also entitled to receive certain transaction-based fees.

The amounts paid to the Administrator and Depositary will be shown in the Company's financial statements.

### **Directors' Fees**

Each of the Directors of the Company is entitled to remuneration for his services at a rate determined by the Company from time to time. In addition, each Director may be paid reasonable expenses incurred while attending meetings of the Directors or general meetings of the Company. The aggregate remuneration of all Directors shall not exceed USD 150,000.

### **Shariah Advisors' Fees**

Each of the Shariah Advisers shall receive from the Company quarterly a fixed fee payable in advance in accordance with their respective fee arrangements as set out in their respective Shariah Adviser Appointment Letter.

### Shariah Auditor's Fees

The Shariah Auditor shall receive from the Company quarterly a fixed fee payable in arrears in accordance with its respective fee arrangements as set out in the Shariah Auditing Agreement.

The aggregate amount of the Shariah Advisers' Fees and the Shariah Auditor's Fees shall not exceed 0.05 per cent per annum of the Net Asset Value of the Company.

### Redemptions and Exchanges

Although the Company may impose a charge on redemptions and exchanges, it currently does not intend to do so.

### Other Fees and Expenses

The Company bears its own operating and other expenses. Where applicable, these expenses include (but are not limited to) (a) all investment expenses (including, but not limited to, specific expenses incurred in obtaining systems, research and other information utilised for portfolio management purposes, including the costs of statistics and services, service contracts for quotation equipment and related hardware and software), (b) all fees and expenses of transactional and trade-related services, (c) all administrative expenses and custody fees, (d) all of the charges and expenses of legal and professional advisers, accountants and auditors (including in connection with the preparation of the Company's tax returns), (e) all brokers' commissions, all fees for investment research and/or trade ideas and any issue or transfer taxes or stamp duties chargeable in connection with securities transactions, (f) all taxes and corporate fees payable to governments or agencies, (g) all communication expenses with respect to investor services and all expenses of meetings of Shareholders and of preparing, printing and distributing financial and other reports, proxy forms, prospectuses and similar documents, (h) the fees and expenses of the Directors (in accordance with the Articles), including the reasonable travel expenses of the Directors and all of the costs of insurance for the benefit of the Directors (if any), (i) all litigation, regulatory investigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business, (j) the fees of the CSSF, (k) the fees and expenses of any regulator, paying agent, representative, distributor or correspondent bank appointed in connection with the registration of the Company (or any Fund) or the marketing of Shares or the application for and maintenance of particular tax treatment for the Shares in any jurisdiction, (l) the costs of any liability insurance obtained on behalf of the Company or the Investment Manager, and (m) all other organisational and operating expenses.

### Costs of Establishment

The expenses incurred by the Company in relation to the launch of an additional Fund may be borne by, and payable out of the assets of, each such Fund and will be amortised on a straight line basis over 5 years from the launch date of the relevant Fund. The Directors may, in their absolute discretion, shorten the period over which such costs and expenses are amortised.

## **DISTRIBUTION POLICY**

### **General**

At the date of this Prospectus all Shares being offered are accumulation Shares, unless otherwise specified in the relevant Supplement.

The Directors have the option, in any given accounting year, to propose to the Shareholders of any Fund or Class the payment of a distribution out of all or part of that Fund's or Class' net income, capital gains or capital.

Notwithstanding to the above, the Directors may declare interim dividends in respect of certain distribution Shares of certain Funds.

In the event that a distribution payable by way of a dividend is declared and remains unclaimed after a period of five years from the date of declaration, such dividend will be forfeited and will revert to the Fund or Class in relation to which it was declared.

No distribution of dividends may be made if, as a result, the share capital of the Fund would fall below the minimum capital required by Luxembourg law.

### **Illiquid Strategy Funds**

#### *Distributions*

Distributions may be made at the discretion of the Directors in respect of one or more Classes of Shares of an Illiquid Strategy Fund, as disclosed in each Supplement.

The Directors, upon consultation with the Investment Manager, may determine to make distributions, taking into account the interest of the Fund. It is the current intention of the Directors that distributions will generally be made by way of repurchase of Shares. However, the Board of Directors may at its discretion effect distributions by way of dividend payable in respect of the Classes of Shares held at the time of distribution. Distributable proceeds in respect of the repurchase of Shares and any dividend payments will be remitted to the bank account of each relevant Shareholder as set out in each Shareholder's Subscription Agreement.

#### *Return of distributions and redemption proceeds*

An Illiquid Strategy Fund may from time to time be required to return distributions previously received from underlying funds or other investment structures (the "Underlying Funds") in which it has invested. Underlying Funds typically contain provisions in their constitutive documents allowing them, subject to certain conditions and limitations, to request a return of distributions made in order to fund indemnity claims and other potential and actual liabilities of the Underlying Fund (the "Giveback Amount"). For the avoidance of doubt, the Giveback Amount excludes any claims, liabilities or damages arising in connection with the performance by the Management Company, the Depositary, the Investment Manager and their respective managers, directors, officers, employees, partners and agents of their duties under this Prospectus, the Articles and the agreements in relation to their appointment.

If the Illiquid Strategy Fund is unable to fund all or part of the Giveback Amount from Undrawn Commitments or from other liquid assets held by the Illiquid Strategy Fund, subject to certain conditions being satisfied, each current and/or former Shareholders of such Illiquid Strategy Fund may be required on a pro rata basis to return part or all of the distributions and/or redemption proceeds received by them in respect of their current and former holdings of Shares in the Illiquid Strategy Fund (the "Giveback Contribution"). No Giveback Contribution may be required by the Company after the decision to liquidate the relevant Illiquid Strategy Fund.

Subject to applicable law, the aggregate amount of all Giveback Contributions is capped to the Giveback Amount. A Shareholder may not be required to return more than the distributions and/or redemption proceeds received by her/him/it.

Any Shareholder that fails to make a Giveback Contribution within such reasonable period as the Company may require shall be deemed to be a Defaulting Shareholder. The Company may pursue any and all contractual and legal remedies in order to obtain from former Shareholder the Giveback Contribution due by her/him/it.

Each Shareholder may be subject to taxation in her/his/its tax domicile or other jurisdictions where she/he/it pay taxes on the Giveback Contribution. The tax consequences of the Giveback Contribution may vary depending on the law and regulation of each Shareholder's country of residence, citizenship, domicile or incorporation. If any Shareholder is in any doubt about her/his/its potential liability to tax as a result of the implementation of the Giveback Contribution, she/he/it should consult her/his/its professional tax adviser.

## **REPORTS AND FINANCIAL STATEMENTS**

The financial year of the Company will end on 31 December in each year.

An annual report and audited financial statements for the Company in respect of each financial year prepared in accordance with Luxembourg generally accepted accounting principles ("**Lux GAAP**") will be made available to Shareholders at the registered office of the Company as soon as practicable and in any event within six months of the end of the Company's financial year.

## CONFLICTS OF INTEREST

The Directors, the Management Company, the AIFM, the Investment Managers, the Depositary and the Administrator may from time to time act as investment manager, manager, depositary, registrar, broker, administrator, investment advisor or dealer in relation to, or be otherwise involved in, other funds established by parties other than the Company which have similar objectives to those of any of the Funds. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the Company. Each will, at all times, have regard in such event to its obligations to the Company and will endeavour to ensure that such conflicts are resolved fairly. In addition, any of the foregoing may deal, as principal or agent, with the Company, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis. The Management Company and/or Investment Manager and/or the AIFM or any of their respective affiliates or any person connected with the Management Company and/or Investment Manager and/or the AIFM may invest in, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by the Company. Neither the Management Company nor Investment Manager nor the AIFM nor any of their respective affiliates nor any person connected with it is under any obligation to offer investment opportunities of which any of them becomes aware to the Company or to account to the Company in respect of (or share with the Company or inform the Company of) any such transaction or any benefit received by any of them from any such transaction, but will allocate such opportunities on an equitable basis between the Company and other clients.

Specific risks related to co-investments are duly taken into account by the conflict of interest policy established by the Company and/or the Management Company and/or the Investment Manager and/or the AIFM inter alia to ensure that:

- The Management Company and/or Investment Manager and/or the AIFM or any of their respective affiliates or any person connected with the Management Company and/or Investment Manager and/or the AIFM acts in good faith and in the best interest of the investors of the concerned Fund;
- Neither the Management Company nor the Investment Manager nor the AIFM or any of their respective affiliates or any person connected with the Management Company and/or Investment Manager and/or the AIFM possesses an interest or controlling influence in an investment target itself such it benefits from terms that are not in the best interest of the investors in the concerned Fund;
- Conflicts of interest are properly identified, presented, managed and monitored where the Management Company and/or Investment Manager and/or the AIFM or any of their respective affiliates or any person connected with the Management Company and/or Investment Manager and/or the AIFM might be linked to investment targets.

The foregoing does not purport to be a complete list of all potential conflicts of interest involved in an investment in the Company.

## LUXEMBOURG REGISTER OF BENEFICIAL OWNERS

The Luxembourg Law of 13 January 2019 creating a Register of Beneficial Owners (the “**Law of 13 January 2019**”) entered into force on the 1<sup>st</sup> of March 2019 (with a 6 month grandfathering period). The Law of 13 January 2019 requires all companies registered on the Luxembourg Company Register, including the Company, to obtain and hold information on their beneficial owners (“**Beneficial Owners**”) at their registered office. The Company must register Beneficial Owner-related information with the Luxembourg Register of beneficial owners, which is established under the authority of the Luxembourg Ministry of Justice.

The Law of 13 January 2019 broadly defines a Beneficial Owner, in the case of corporate entities such as the Company, as any natural person(s) who ultimately owns or controls the Company through direct or indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in the Company, including through bearer shareholders, or through control via other means, other than a company listed on a regulated market that is subject to disclosure requirements consistent with European Union law or subject to equivalent international standards which ensure adequate transparency of ownership information.

A shareholding of 25% plus one share or an ownership interest of more than 25% in the Company held by a natural person shall be an indication of direct ownership. A shareholding of 25% plus one share or an ownership interest of more than 25% in the Company held by a corporate entity, which is under the control of a natural person(s), or by multiple corporate entities, which are under the control of the same natural person(s), shall be an indication of indirect ownership.

In case the aforementioned Beneficial Owner criteria are fulfilled by an investor with regard to the Company, this investor is obliged by law to inform the Company in due course and to provide the required supporting documentation and information which is necessary for the Company to fulfil its obligation under the Law of 13 January 2019. Failure by the Company and the relevant Beneficial Owners to comply with their respective obligations deriving from the Law of 13 January 2019 will be subject to criminal fines. Should an investor be unable to verify whether they qualify as a Beneficial Owner, the investor may approach the Company for clarification.

For both purposes the following e-mail address may be used: [UBO@sclux.net](mailto:UBO@sclux.net).

## **USE OF DEALING COMMISSIONS**

The Management Company and/or Investment Managers may, subject to, and in accordance with, applicable laws and regulations, effect transactions or arrange for the effecting of transactions through brokers with whom it has arrangements whereby the broker agrees to use a proportion of the commission earned on such transactions to discharge the broker's own costs or the costs of third parties in providing certain services to the Management Company and/or the AIFM and/or Investment Managers. The benefits provided under such arrangements will assist the Management Company and/or the AIFM and/or Investment Managers in the provision of investment management services to each Fund and to other third parties. Specifically, the Management Company and/or the AIFM and/or Investment Managers may agree that a broker shall be paid a commission in excess of the amount another broker would have charged for effecting such transaction so long as, in the good faith judgement of the Management Company and/or the AIFM and/or Investment Managers, the amount of the commission is reasonable in relation to the value of the brokerage and other services provided or paid for by such broker. Such services, which may take the form of research, analysis and advisory services, including (depending on the precise nature of the services) market price services, may be used by the Management Company and/or the AIFM and/or Investment Managers in connection with transactions in which the relevant Fund will not participate.



## **RISK FACTORS**

The nature of the Funds' investments involves certain risks and the Funds will utilise investment techniques which may carry additional risks. An investment in Shares therefore carries substantial risk and is suitable only for persons who can assume the risk of losing their entire investment. Prospective investors should consider, among others (as further described in the relevant Supplement), the following factors before subscribing for Shares:

### ***General risk factors***

#### **Business Risk**

There can be no assurance that any of the Funds will achieve their investment objective. The investment results of each Fund will be reliant upon the success of the Management Company, and the relevant Investment Manager (if any).

Each Fund will compete with other investment funds and market participants (such as public or private investment funds and the proprietary desks of investment banks) for investment opportunities. The number of such investment funds and market participants and the scale of the assets managed by such entities may increase. Such competitors may be substantially larger and have considerably greater financial, technical and marketing resources than are available to the Funds or they may also have a lower cost of capital and access to funding sources that are not available to the Funds, which may create competitive disadvantages with respect to investment opportunities. The net effect of these developments may be to reduce the opportunities available for the Management Company or Investment Manager to generate returns and/or reduce the quantum of these returns. Historic opportunities for some or all investment fund strategies may be eroded over time whilst structural and/or cyclical factors may reduce investment opportunities for the Management Company or Investment Manager temporarily or permanently reducing the potential returns of the Funds.

#### **Concentration of Investments**

Although it will be the policy of each Fund to diversify its investment portfolio, each Fund may at certain times hold relatively few investments. A Fund could be subject to significant losses if it holds a large position in a particular investment that declines in value or is otherwise adversely affected, including default of the issuer.

#### **Counterparty Risk**

Each Fund will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes.

#### **Creditors' Rights and Enforceability of Security**

Each Fund's investments may be subject to various laws for the protection of creditors in the jurisdictions of incorporation of the issuers or borrowers and, if different, the jurisdictions from which they conduct business and in which they hold assets, which may adversely affect an issuer's or borrower's ability to make payment in full or on a timely basis. These insolvency considerations will differ depending on the country in which an obligor or its assets are located and may differ depending on the legal status of the obligor. Additionally, the Company, as a creditor, may experience less favourable treatment in certain insolvency regimes in comparison to others, including where it seeks to enforce any security it may hold as a creditor.

### Segregation of Liabilities between Funds

As a matter of Luxembourg law, the assets of each Fund will not be available to meet the liabilities of another. However, the Company is a single legal entity which may operate or have assets held on behalf of or be subject to claims in other jurisdictions which may not necessarily recognise such ring-fencing and, in such circumstances, the assets of one Fund may be exposed to the liabilities of another.

### Currency Exposure

The base currency of the Company will be the US Dollar. Assets of each Fund may, however, be invested in investments which are denominated in other currencies and in other financial instruments the prices of which are determined by reference to such other currencies. The Company, however, will value its investments and other assets in US Dollars. Accordingly, the value of such assets may be affected favourably or unfavourably by fluctuations in currency rates.

Many emerging markets have underdeveloped capital market structures where the risks associated with holding currency are significantly greater than in other, less inflationary markets. Currency exchange rates are highly volatile and subject to severe event risks, as the political situation with regard to the relevant foreign government may itself be volatile. It should also be noted that, in highly volatile markets, predictions of correlation can diverge dramatically from observed market moves.

### Depository – Segregation, Sub-Custodians and Insolvency

Where securities are held with a sub-custodian appointed by the Depository or by a securities depository or clearing system, such securities may be held by such entities in client omnibus accounts and in the event of a default by any such entity, where there is an irreconcilable shortfall of such securities, the Company may have to share that shortfall on a pro-rata basis. Securities may be deposited with clearing brokers which the Depository is not obliged to appoint as its sub-custodians and in respect of the acts or defaults of which the Depository shall have no liability. There may be circumstances where the Depository is relieved from liability for the acts or defaults of its appointed sub-custodians provided that the Depository has complied with its duties.

The Company is at risk of the Depository or a sub-custodian entering into an insolvency procedure. During such a procedure (which may last many years) the use by the Company of assets held by or on behalf of the Depository or the relevant sub-custodian, as the case may be, may be restricted and accordingly (a) the ability of the Investment Manager to fulfil the investment objective of each Fund may be severely constrained, (b) the Funds may be required to suspend the calculation of the Net Asset Value and as a result subscriptions for and redemptions of Shares, and/or (c) the Net Asset Value may be otherwise affected. During such a procedure, the Company is likely to be an unsecured creditor in relation to certain assets and accordingly the Company may be unable to recover such assets from the insolvent estate of the Depository or the relevant sub-custodian, as the case may be, in full, or at all.

### Investment Management Risk

The investment performance of a Fund is substantially dependent on the services of certain individuals. In the event of the death, incapacity, departure, insolvency or withdrawal of these individuals, the performance of the Fund may be adversely affected.

## Past Performance

The past investment performance of the Investment Managers or any of their affiliates, or entities with which they have been associated, may not be construed as an indication of the future results of an investment in the Company. The Funds' investment policies should be evaluated on the basis that there can be no assurance that the assessment of the investment of the short-term or long-term prospects of investments will prove accurate or that the Funds will achieve their investment objective.

## Limitation of liability of Service Providers to the Company and Management Company

The Company and/or the Management Company and/or the AIFM will enter into agreements with service providers, including but not limited to the Investment Managers, the Depository, the Administrator, the Company's auditors and the Company's legal advisers and such agreements may limit the liability of such service providers to the Company, the Management Company and/or the AIFM. Accordingly, the rights of the Company to recover as a result of the relevant service provider's default may be limited, and that limitation may result in recovery by them being significantly lower than the loss it has suffered.

## Market Crisis and Governmental Intervention

During the second half of 2008, losses at brokers, banks and other financial sector companies as well as extreme volatility led to extensive and unprecedented governmental intervention in worldwide financial markets. Such intervention was in certain cases implemented on an "emergency" basis, subjecting market participants without notice to a set of regulations which were in some cases unclear in scope and in application.

The Company believes that it is possible that emergency intervention may take place again in the future. The Company also believes that the regulation of financial markets is likely to be increased in the future. It is impossible to predict the impact of any such intervention and/or increased regulation on the performance of the Funds or the fulfilment of their respective investment objectives.

## Price Fluctuations

It should be remembered that the value of Shares and the income (if any) derived from them can go down as well as up.

## Investments in India

### *Direct Investments in India*

In addition to the restrictions set out in this Prospectus, direct investments made in India are subject to the relevant Fund obtaining a certificate of registration as "Foreign Portfolio Investor" ("**FPI**") (registration as Category I FPI) from a Designated Depository Participant ("**DDP**") on behalf of the Securities and Exchange Board of India ("**SEBI**"). In addition the Fund shall obtain a Permanent Account Number ("**PAN**") card from the Income Tax Department of India. The FPI Regulations set various limits for investments by FPIs and impose various obligations on the FPIs. All investments made directly in India will be subject to FPI Regulations prevailing at the time of the investment. Investors should note that the registration of the relevant Fund as a FPI is a condition precedent to any direct investments by this Fund in the Indian market.

The FPI registration of the Fund can in particular be suspended or withdrawn by the SEBI in case of non-compliance with the SEBI's requirements, or in case of any acts or omissions in relation to compliance with any Indian regulations, including applicable laws and regulations relating to Anti-Money Laundering and Counter Terrorism Financing. No assurance can be given that the FPI registration will be maintained for the whole duration of the relevant Fund. Consequently, investors should note that a suspension or a withdrawal of the FPI registration of the Fund may lead to a deterioration of its performance, which as a consequence, could have a negative impact on the value of the investors' participation depending on the prevailing market conditions at that time.

Investors should also note that the Prevention of Money Laundering Act, 2002 ("**PMLA**") and the rules framed thereunder in relation to the prevention and control of activities concerning money laundering and confiscation of property derived or involved in money laundering in India require inter-alia certain entities such as banks, financial institutions and intermediaries dealing in securities (including FPIs) to conduct client identification procedures and to establish the beneficial owner of the assets ("**Client ID**") and to maintain a record of Client ID and certain kinds of transactions ("**Transactions**"), such as cash transactions exceeding certain thresholds, suspicious transactions (whether or not made in cash and including credits or debits into or from non-monetary accounts such as security accounts). Accordingly, the FPI regulations have the ability to seek information from the FPI holder on the identity of beneficial owners of the Fund, hence information regarding investors and beneficial owners of the Fund may be required for disclosure to local supervisory authorities.

As far as permitted under Luxembourg law, information and personal data regarding the investors and beneficial owners of the Fund investing in the Indian market (including but not limited to any documentation submitted as part of the identification procedure prescribed in relation to their investment in the Fund) may be disclosed to the DDP, resp. to governmental or regulatory authorities in India upon their request. In particular investors shall note that, in order to enable the Fund to comply with the Indian laws and regulations, any natural person who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest above certain thresholds, as specified by the Indian laws and/or regulations and/or the Indian authorities from time to time, is required to disclose its identity to the DDP.

#### *Indirect Investments in India*

In addition, certain Funds seek to get exposure to the Indian market by investing indirectly in Indian assets through derivative instruments or structured products. Accordingly, investors shall note that, in line with Indian laws and regulations on anti-money laundering, indirect investments made in India may require to disclose information pertaining to the Fund, to the investors and beneficial owners of the Fund to the relevant Indian supervisory authorities through the counterparty to the derivative instrument or structured product.

Therefore, as far as permitted under Luxembourg law, information and personal data regarding the investors and beneficial owners of the Fund investing indirectly in the Indian market (including but not limited to any documentation submitted as part of the identification procedure prescribed in relation to their investment in the Fund) may be disclosed to the counterparty to the derivative instrument or structured product and to governmental or regulatory authorities in India upon their request. In particular, investors shall note that, in order to enable the Fund to comply with the Indian laws and regulations, any natural person who, whether acting alone or together, or through one or more juridical persons, exercises control through ownership or who ultimately has a controlling ownership interest above certain thresholds, as specified by the Indian laws and/or regulations and/or the Indian authorities from time to time, is required to disclose its identity to the relevant counterparty to the derivative instrument or structured product and to the local supervisory authorities.

## Indian Market Characteristics

Trading markets in Indian assets, both onshore and offshore, are substantially smaller (on the basis of market capitalization, value of securities traded and number of participants) than certain other developed markets. As a consequence, the Funds may invest in a relatively limited number of issuers, some or many of which may operate in the same industry or economic sector. Trading markets in India may be subject to greater price volatility and less liquidity than is usually the case in the developed markets globally.

The size of the companies traded on Indian securities markets may pose special risks as they are often smaller than those whose securities are stated in the developed countries globally. Limited product lines, limited markets, and fewer managerial and financial resources, may make smaller companies more vulnerable to losses and increase the possibility of insolvency. Their securities may be more volatile and less liquid because of the less-extensive market making and arbitrage activity. Trades of significant blocks of securities by large investors, and adverse events affecting the markets generally, may have a greater impact than in the market of developed countries.

Indian stock exchanges have also experienced problems that have affected the market price and liquidity of the securities of Indian companies. These problems have included temporary exchange closures, broker defaults, settlement delays and strikes by brokers. In addition, the governing bodies of the Indian stock exchanges have from time to time restricted securities from trading, limited price movements and restricted margin requirements. Further, from time to time, disputes have occurred between listed companies and the Indian stock exchanges and other regulatory bodies that, in some cases, have had a negative effect on market sentiment. Similar problems could occur in the future and, if they do, they could harm the market price and liquidity of the equity shares held by the Funds.

There may be less reliable information available in the Indian markets than in other developed countries. The level of government supervision of securities exchanges tends to be lower and broker and listed companies are generally subject to less regulation as well. Accounting, auditing, and financial reporting standards are often less rigorous and may not be consistently applied. Local market participants may have information not available to outsiders. Thus, the Funds may have available less information, and less reliable information, than would be normal in developed countries.

## Indian Governmental, Economic and Political Considerations

The Company and the price and liquidity of its investments may be affected generally by exchange rates and controls, interest rates, changes in Indian governmental policy, taxation, social and religious instability and political, economic or other developments in or affecting India. In particular future political and economic conditions in India may result in its government adopting different policies with respect to foreign investment. Any such changes in policy may affect ownership of assets, taxation, rates of exchange, environmental protection, labour relations, repatriation of income and return of capital, with potentially adverse effects on the Company's investments. Future actions of the Indian central government or the respective Indian state governments could have a significant effect on the Indian economy, which could adversely affect market conditions and prices and yields of the Company's investments.

## Limited Diversification/ Concentration Risk

It is expected that the investment portfolio of certain Funds will be concentrated in India. This increases the risk of an investment in the Company by increasing the relative impact of changes in the market, economic or political environment affecting India.

Investors should avoid excessive investment in any single type of investments (in terms of its proportion of their overall investment portfolio), so as to avoid the investment portfolio being over-exposed to any particular investment risk.

#### Indian Regulatory Infrastructure

The regulatory infrastructure in India is unique and relatively underdeveloped. In most cases, securities laws are evolving and far from adequate for the protection of the public from serious fraud. Investments made by the Company will be subject to risks such as changes in applicable laws, instability of government, possibility of expropriation, limitations on the use or removal of funds or other assets, change in governmental administrations or economic and monetary policy, changes in dealing with nations or changes in provisions related to Double Taxation Avoidance agreements and/or such other treaty and agreements between countries. Also, onshore and/or local currency denominated investments/trades in some of these markets are and may continue to be subject to various regulatory approvals which, where required and deemed appropriate, the Company will seek to obtain from time to time, however no assurance can be provided that the Company will be successful in doing so.

#### Indian Controls on Repatriation of Capital and Profits

The right to repatriate capital, dividends and interest income may be subject to prior government approval. The Company's investments, and income it receives on those investments, might be denominated in local currency which will need to be ultimately converted to US Dollars. To the extent that a prior government approval is required to repatriate funds, the Company may be adversely affected by delay in approval, and where exchange rates are fluctuating, delay may directly and adversely affect the value of the repatriated sum on conversion to US Dollars.

#### Indian Clearing, Settlement and Registration Systems

Although the Indian primary and secondary equity markets have grown rapidly over the last few years and the clearing, settlement and registration systems available to effect trades on the Indian stock markets have significantly improved with mandatory dematerialization of shares, these processes may still not be on a par with those in more mature markets. Problems of settlement in India may impact on the Net Asset Value and the liquidity of the Company's investments.

#### Risk warning for the investment in China A-Shares

Investing in the People's Republic of China ("**PRC**") is subject to the risks of investing in emerging markets (please refer above to the section entitled Emerging Markets) and additionally risks which are specific to the PRC market.

The economy of the PRC is in a state of transition from a planned economy to a more market oriented economy and investments may be sensitive to changes in law and regulation together with political, social or economic policy which includes possible government intervention.

In extreme circumstances, a Fund may incur losses due to limited investment capabilities, or may not be able to fully implement or pursue its investment objectives or strategy, due to local investment restrictions, illiquidity of the Chinese domestic securities market, and/or delay or disruption in execution and settlement of trades.

Investments by any Fund in the domestic securities of the PRC denominated in CNY (onshore RMB) will be made through the Qualified Foreign Institutional Investor(s) or through the Renminbi Qualified Foreign Institutional Investor(s). All Hong Kong and overseas investors in the Shanghai-Hong Kong Stock Connect will trade and settle SSE Securities in CNH (offshore RMB) only.

Any investments (including the Funds and the Share Classes) will be exposed to any fluctuation in the exchange rate between the Reference Currency of the relevant Fund(s) and CNY (onshore RMB) or CNH (offshore RMB) in respect of such investments.

Qualified Foreign Investor ("QFI") (including Qualified Foreign Institutional Investor ("QFII") quota of the QFII holder / Renminbi Qualified Foreign Institutional Investor ("RQFII") quota of the RQFII holder)

Under the prevailing regulations in the PRC, foreign investors can invest in China A Shares or onshore China fixed income securities through institutions that have obtained QFI status in the PRC. The current QFI Regulations impose strict restrictions (including rules on investment restrictions, minimum investment holding periods and repatriation of principle and profits) on investments. These are applicable to the Investment Manager and not only to the investments made by the Company or Fund(s). Thus, investors should be aware that violations of the QFI Regulations on investments arising out of activities of the Investment Manager could result in the revocation of, or other regulatory actions in respect of the quota, including any other portion utilised by the Fund(s) for investment in QFI Eligible Securities.

There can be no assurance that any relevant Investment Manager will continue to maintain its QFI status or make available its QFI Quota, or that the Company or the Fund(s) will be allocated sufficient portion of the QFI Quota granted to such Investment Manager to meet all applications for subscription to the Fund(s) concerned, or that redemption requests can be processed in a timely manner.

Investors should note that any relevant Investment Manager's QFI status could be suspended or revoked, which may have an adverse effect on the Fund's performance as the Company will be required to dispose of its securities.

#### Shanghai-Hong Kong Stock Connect

All Funds which can invest in China may invest in China A-Shares through the Shanghai-Hong Kong Stock Connect program subject to any applicable regulatory limits. The Shanghai-Hong Kong Stock Connect program is a securities trading and clearing linked program developed by Hong Kong Exchanges and Clearing Limited ("**HKEx**"), the Hong Kong Securities Clearing Company Limited ("**HKSCC**"), Shanghai Stock Exchange ("**SSE**") and China Securities Depository and Clearing Corporation Limited ("**ChinaClear**") with an aim to achieve mutual stock market access between mainland China and Hong Kong. This program will allow foreign investors to trade certain SSE listed China A-Shares through their Hong Kong based brokers.

Any Fund seeking to invest in the domestic securities markets of the PRC via the Shanghai-Hong Kong Stock Connect shall be subject to the following additional risks:

##### General Risk

The relevant regulations are untested and subject to change. There is no certainty as to how they will be applied which could adversely affect the Fund(s). The program requires use of new information technology systems which may be subject to operational risk due to its cross-border nature. If the relevant systems fail to function properly, trading in both Hong Kong and Shanghai markets through the program could be disrupted.

## Clearing and Settlement Risk

The HKSCC and ChinaClear have established the clearing links and each will become a participant of each other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

## Legal/Beneficial Ownership

Where securities are held in custody on a cross-border basis, there are specific legal/beneficial ownership risks linked to compulsory requirements of the local Central Securities Depositories, HKSCC and ChinaClear. As in other emerging markets (please refer above to the section entitled Emerging Markets), the legislative framework is only beginning to develop the concept of legal and/or formal ownership and of beneficial ownership of an interest in securities. In addition, HKSCC, as nominee holder, does not guarantee the title to Shanghai-Hong Kong Stock Connect securities held through it and is under no obligation to enforce title or other rights associated with ownership on behalf of beneficial owners. Consequently, the courts may consider that any nominee or depositary as registered holder of Shanghai-Hong Kong Stock Connect securities would have full ownership thereof, and that those Shanghai-Hong Kong Stock Connect securities would form part of the pool of assets of such entity available for distribution to creditors of such entities and/or that a beneficial owner may have no rights whatsoever in respect thereof. Consequently the Funds and any depositary cannot ensure that the ownership of these securities by the Fund or title to such securities thereto is assured.

To the extent that HKSCC is deemed to be performing safekeeping functions with respect to assets held through it, it should be noted that any depositary and the Fund(s) will have no legal relationship with HKSCC and no direct legal recourse against HKSCC in the event that the Fund(s) suffer losses resulting from the performance or insolvency of HKSCC.

In the event ChinaClear defaults, HKSCC's liabilities under its market contracts with clearing participants will be limited to assisting clearing participants with claims. HKSCC will act in good faith to seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or the liquidation of ChinaClear. In this event, the Fund(s) may not fully recover their losses or their Shanghai-Hong Kong Stock Connect securities and the process of recovery could also be delayed.

## Operational Risk

The HKSCC provides clearing, settlement, nominee functions and other related services of the trades executed by Hong Kong market participants. PRC regulations which include certain restrictions on selling and buying will apply to all market participants. In the case of sale, pre-delivery of shares are required to the broker, increasing counterparty risk. Because of such requirements, the Fund(s) may not be able to purchase and/or dispose of holdings of China A-Shares in a timely manner.

## Quota Limitations

The program is subject to quota limitations which may restrict the Fund(s) ability to invest in China A-Shares through the program on a timely basis.

## Investor Compensation

The Fund(s) will not benefit from local investor compensation schemes.



Shanghai-Hong Kong Stock Connect will only operate on days when both the PRC and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. There may be occasions when it is a normal trading day for the PRC market but the Funds cannot carry out any China A-Shares trading. The Funds may be subject to risks of price fluctuations in China A-Shares during the time when Shanghai-Hong Kong Stock Connect is not trading as a result.

#### Tax within the PRC

The PRC enacted the Enterprise Income Tax Law ("**EITL**") effective from 1 January 2008. Although the EITL imposes a withholding tax of 20% on the PRC sourced income derived by a foreign company without a permanent establishment in China, the rate is reduced to 10% by the Implementation Rules of the EITL effective from 1 January 2008. Income includes profit, dividend, interest, rental, royalties, etc. The enactment of the EITL effectively abolished all tax circulars previously issued which exempted tax on gains derived from certain PRC securities.

The Funds investing in PRC securities may be subject to withholding and other taxes imposed in the PRC including the following:

Dividends and interest paid by PRC companies are subject to 10% withholding tax. The paying entity in China will be responsible for withholding such tax when making a payment.

Gains made on PRC securities could be subject to a 10% withholding tax ("**EIT**") under the EITL. However, gains from the disposal of China A-Shares (including those on Shanghai-Hong Kong Stock Connect) on or after 17 November 2014 are subject to a temporary exemption from EIT.

The PRC authorities are yet to provide definitive guidance as to the imposition of 10% EIT on gains from China A-Shares disposed of prior to 17 November 2014. With the uncertainty of whether and how certain gains on PRC securities are to be taxed, the possibility of the rules being changed and the possibility of taxes being applied retrospectively, any provision for taxation made by the Company may be excessive or inadequate to meet final PRC tax liabilities on gains derived from the disposal of PRC securities. Consequently, investors may be advantaged or disadvantaged depending upon the final outcome of how such gains will be taxed, the level of provision and when they subscribed and/or redeemed their Shares in/from the Fund. In these circumstances in order to achieve as fair an allocation as possible of this contingent tax among the investors within the relevant Funds, tax provisioning is currently made at 100% of the possible 10% EIT on gains on PRC securities, except for gains on China A-Shares (including those on Shanghai-Hong Kong Stock Connect) disposed of on or after 17 November 2014. The full withholding tax of 10% is also provided for PRC sourced dividends and interest where not deducted by the payor. In case of any shortfall between the provisions and actual tax liabilities, which will be debited from the relevant Funds assets, the relevant Funds asset value will be adversely affected.

#### Shariah Compliant Market Access Arrangements

The Company may utilise different forms of Shariah compliant arrangements in order to access certain jurisdictions where direct foreign ownership of securities is not permitted. The arrangements to access certain jurisdictions where direct foreign ownership of securities is not permitted could include Sukuk, total return swaps, participatory notes, American depository receipts and global depository receipts (subject to their respective terms being approved by the Shariah Advisers). The contractual documentation used to create these arrangements shall be approved by the Shariah Advisers and could include the use of Shariah structures such as Wa'ad, Arbun, Murabaha, Wakalah and Salam. Due to the nature of these arrangements, there may be an imperfect correlation between the arrangements used and the investments or market sectors being accessed. Private transactions such as these arrangements may involve additional risk as there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Contractual

asymmetries and inefficiencies can also increase risk, such as break clauses, whereby a counterparty can terminate a transaction on the basis of matters including a certain reduction in Net Asset Value. The area of Islamic market access arrangements is developing rapidly and as such any proposed new market access arrangements will be submitted to the Shariah Advisers for approval prior to use. This approval process could result in a delay to certain transactions, lost opportunities, reduced returns or losses to a Fund.

### Shariah Compliance Risks

The Shariah Advisers has been engaged by the Company to independently determine whether the Company and any Fund is compliant with the Shariah Investment Guidelines. The Shariah Advisers will act independently of the Company. The Company makes no representations or warranties, express or implied, with respect to the fairness, correctness, accuracy, reasonableness or completeness of any such determination or guidance by the Shariah Advisers. In the event that the status of such Shariah compliance should change, the Company accepts no liability in relation to such change. In deciding whether to become an investor in the Company, prospective investors should not rely on the pronouncement, guidance or determination of the Shariah Advisers. Each investor shall, by becoming an investor, be deemed to have represented that they are satisfied that investing in the Company, a Fund or a share class will not contravene Shariah principles. Prospective investors should consult their own Shariah advisors as to whether investing in the Company is compliant or not with Shariah.

Due to the investment objectives and investment approaches of the Company, the Funds will not be investing in interest-bearing securities or non-Shariah compliant warrants, rights or options, futures or swaps. Consequently the Company's opportunity to make returns that might otherwise have been available to the Company is reduced.

Illiquid Strategy Funds may be required to agree to certain payment obligations in respect of underlying funds in which they invest which may be characterised as interest based by the underlying fund, including (but not limited) to equalisation payments in respect of subsequent closings and default payments. Notwithstanding any interest calculation methodology used by underlying funds, the overriding intention and purpose of such payment obligations is to ensure the fair treatment of, and allocation of risk to, investors in the underlying funds.

In the event that a Fund is issued with warrants or rights as a result of it holding equity securities, such Fund will dispose of such warrants or rights as soon as practicable which may lead to the Fund obtaining a price lower than that obtainable in the market on disposal of such warrants or rights. Proceeds from such disposal will have to be purified in accordance with the Shariah Investment Guidelines.

A Fund will not be able to hedge against foreign exchange risk in a non-Shariah compliant manner or otherwise and consequently this may increase the risk of currency fluctuations in the relevant Fund.

There may be a limited number of equity securities that are available to the Funds and therefore the Funds' investments may be concentrated in a lesser number of stocks than a comparable non-Shariah compliant fund of the same size.

Whilst a Fund should invest within the parameters as set down by the Shariah Advisers, no warranty is given as to the Fund's compliance with Shariah. Investors are responsible for their own due diligence as regards Shariah compliance.

The purification process may lead to the returns to investors being reduced (for more information, please refer to the "Shariah Investment Guidelines" section of this Prospectus).

## Sukuk

A Fund may invest in Sukuk which may be unrated by a recognised credit-rating agency or below investment grade and which are subject to greater risk of loss of principal and profit than higher-rated such securities. A Fund may invest in Sukuk which rank junior to other outstanding securities and obligations of the issuer, all or a significant portion of which may be secured on substantially all of that issuer's assets. A Fund may invest in Sukuk which are not protected by financial covenants or limitations on additional indebtedness. A Fund may invest in distressed Sukuk which are subject to the significant risk of the issuer's inability to meet principal and profit payments on the obligations (credit risk) and may also be subject to price volatility due to such factors as (indirectly) interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity risk (market risk).

Investment in any Sukuk will be subject to the review and approval of the Sukuk's information memorandum or prospectus by the Shariah Advisers.

Each Fund will therefore be subject to credit, liquidity and (indirectly) interest rate risks. In addition, evaluating credit risk for Sukuk involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult. Also, the market for credit spreads is often inefficient and illiquid, which can make it difficult to accurately calculate discounting spreads for valuing financial instruments.

## Tax Considerations

The Company may be subject to withholding, capital gains and/or other taxes on income and/or gains arising from its investment portfolio, including without limitation taxes imposed by the jurisdiction in which the issuer of securities held by the Company is incorporated, established or resident for tax purposes. The Company may also incur or bear transaction or other similar taxes in respect of the actual or notional amount of any acquisition, disposal or transaction relating to its investment portfolio, including without limitation taxes imposed by the jurisdiction in which the issuer of securities held by the Company or the counterparty to a transaction involving the Company is incorporated, established or resident for tax purposes. Where the Company invests in securities or enters into transactions that are not subject to withholding, capital gains, transaction and/or other taxes at the time of acquisition, there can be no assurance that tax may not be withheld or imposed in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Company may not be able to recover such tax and so any change could have an adverse effect on the Net Asset Value of the Shares.

Where the Company chooses or is required to pay taxation liabilities and/or account for reserves in respect of taxes that are or may be payable in respect of current or prior periods by the Company (whether in accordance with current or future accounting standards), this would have an adverse effect on the Net Asset Value of the Shares. This could cause benefits or detriments to certain Shareholders, depending on the timing of their entry to and exit from the Company.

## ***Liquid Strategy Funds risk factors***

### Effect of Substantial Redemptions

Substantial redemptions by Shareholders of a Fund within a short period of time could require the Management Company or Investment Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of such Fund's assets. The resulting reduction in such Fund's assets could make it more difficult to generate a positive rate of return or to recoup losses due to a reduced equity base.

## Emerging Markets

Certain Funds may invest in emerging market securities and foreign exchange instruments which may lead to additional risks being encountered when compared with investments in more developed markets.

Investment in the securities of issuers based in emerging markets involves a greater degree of risk than an investment in securities of issuers based in more developed countries. Among other things, emerging market securities investments may carry the risks of less publicly available information, more volatile markets, less strict securities market regulation, less favourable tax provisions, and a greater likelihood of severe inflation, unstable or not freely convertible currency, war, corruption and expropriation of personal property than investments in securities of issuers based in more developed countries. In addition, the Fund's investment opportunities in certain emerging markets may be restricted by legal limits on foreign investment in local securities.

Emerging markets generally are not as efficient as those in more developed countries. In some cases, a market for the security may not exist locally, and transactions will need to be made on a neighbouring exchange. Volume and liquidity levels in emerging markets are lower than in developed countries. When seeking to sell emerging market securities, little or no market may exist for the securities. In addition, issuers based in emerging markets are not generally subject to uniform accounting and financial reporting standards, practices and requirements comparable to those applicable to issuers based in more developed countries, thereby potentially increasing the risk of fraud or other deceptive practices. Furthermore, the quality and reliability of official data published by the government or securities exchanges in emerging markets may not accurately reflect the actual circumstances being reported.

Some emerging markets securities may be subject to brokerage or stock transfer taxes levied by governments, which would have the effect of increasing the cost of investment and which may reduce the realised gain or increase the loss on such securities at the time of sale. The issuers of some of these securities, such as banks and other financial institutions, may be subject to less stringent regulations than would be the case for issuers in more developed countries and therefore potentially carry greater risk. In addition, settlement of trades in some emerging markets is much slower and subject to a greater risk of failure than in markets in more developed countries. Furthermore, depositaries are not able to offer the level of service and safe-keeping, settlement and administration of securities that is customary in more developed markets and there is a risk that the Fund will not be recognised as the owner of securities held on its behalf by a sub-custodian.

Securities traded in certain emerging markets may be subject to additional risks as a consequence of, amongst other things, the inexperience of financial intermediaries, a lack of modern technology, the possibility of temporary or permanent termination of trading and social, political and economic instability generally. As a result certain risks associated with emerging markets securities may be heightened. In addition, certain countries may restrict or prohibit investment opportunities in issuers and/or industries deemed important to national interests, which may affect the market price, liquidity and rights of securities in which the Fund may invest.

With respect to any emerging market country, there is the possibility of nationalisation, expropriation or confiscatory taxation, imposition of withholding or other taxes on dividends, capital gains or other income, limitations on the removal of funds or other assets of the Fund, political changes, government regulation, social instability or diplomatic developments (including war) which could affect adversely the economies of such countries or the value of the Fund's investments in those countries.

Many emerging market countries have experienced substantial, and in some periods extremely high, rates of inflation for many years. Inflation and rapid fluctuations in interest rates and corresponding currency devaluations and fluctuations in the rate of exchange between currencies and costs associated with the currency conversion have had, and may continue to have, negative

effects on the economies and securities markets of certain emerging market countries in which the Fund may invest.

Repatriation of investment income, capital and the proceeds of sales by foreign investors may require governmental registration and/or approval in some emerging markets countries. New or additional repatriation restrictions may be imposed subsequent to an investment by the Fund. If such restrictions were imposed, the Fund's response might include, but not be limited to, applying to the appropriate authorities for waiver of the restrictions or engaging in transactions in other markets designed to offset the risks of decline in the relevant country. Such restrictions will be considered in relation to the Fund's liquidity needs, amongst other things.

Government involvement in the private sector varies in degree between emerging market countries in which the Fund may invest. Such involvement may, in certain cases, include government ownership of companies in certain sectors, wage and price controls or imposition of trade barriers and other protectionist measures. There can be no assurance that some future event in relation to an emerging market country will not lead to price controls, forced mergers of companies, expropriation or creation of government monopolies, to the possible detriment of the investments of the Fund.

Corruption is perceived as a problem in certain emerging markets countries. Corrupt practices may have an adverse impact on the assets in which the Fund intends to invest. Corruption may also affect the ability of the Fund to enforce its legal rights.

Many of the laws that govern private investment, securities transactions and other contractual relationships in emerging markets are new and largely untested. As a result, the Fund may be subject to a number of unusual risks, including inadequate investor protection, contradictory legislation, incomplete, unclear and changing laws, ignorance or breaches of regulations on the part of other market participants, lack of established or effective avenues for legal redress, lack of standard practices and confidentiality customs characteristic of developed markets and lack of enforcement of existing regulations. Regulatory controls and corporate governance of companies in emerging markets may confer little protection on minority shareholders. Anti-fraud and anti-insider trading legislation is often rudimentary. The concept of fiduciary duty to shareholders by officers and directors is also limited when compared to such concepts in developed markets. In certain instances management may take significant actions without the consent of shareholders and anti-dilution protection also may be limited. Furthermore, it may be difficult to obtain and enforce a judgment in certain of the emerging markets in which assets of the Fund will be invested. There can be no assurance that any difficulty in protecting and enforcing rights will not have a material adverse effect on the Fund and its operations.

### Illiquid Investments

The Management Company currently expects to manage the portfolio of the Liquid Strategy Funds and invest its assets in a manner that takes into account the redemption terms of the Funds that are currently envisaged. However, there may be occasions upon which the Funds may invest in investments that are or become illiquid and lack a readily ascertainable market value. The Funds may not be able to readily dispose of such investments and, in some cases, may be contractually prohibited from disposing of such investments for a specified period of time. The Funds may not be able to realise all or any part of its interest in such investments for the purposes of funding the payment of redemption proceeds of Shares. Consequently, substantial redemptions of Shares may result in such investments constituting an increasing proportion of the Funds' portfolio. This may result in remaining Shareholders having an increased exposure to such investments and the risks associated therewith. In addition, illiquid investments may incur high transaction costs, particularly in times of market stress.

### Illiquidity

There is no active secondary market for the Shares and it is not expected that such a market will develop. Shareholders in Liquid Strategy Funds will, however, be able to realise their investment in a Fund by redeeming their Shares or by transferring them to an investor who is an Eligible Investor in relation to the Shares to be transferred.

### Liquidity and Market Characteristics

In some circumstances, investments may be relatively illiquid making it difficult to acquire or dispose of them at the prices quoted on relevant exchanges or at all. Accordingly, the Management Company's or Investment Manager's ability to respond to market movements may be impaired and the Funds may experience adverse price movements upon liquidation of its investments. Settlement of transactions may be subject to delay and administrative uncertainties. Moreover, the sale of restricted and illiquid securities may result in higher brokerage charges or dealer discounts and other selling expenses than the sale of securities eligible for trading on national securities exchanges or in the over-the-counter markets. The Management Company or the Investment Manager may not be able readily to dispose of such illiquid investments and, in some cases, may be contractually prohibited from disposing of such investments for a specified period of time.

General economic and market conditions, such as currency and interest rate fluctuations, availability of credit, inflation rates, economic uncertainty, changes in laws, trade barriers, currency exchange controls and national and international conflicts or political circumstances, as well as natural circumstances, may affect the price level, volatility and liquidity of securities, which could result in significant losses for the Funds.

The prices of investments that may be held by the Funds tend to be sensitive to interest rate fluctuations and unexpected fluctuations in interest rates could cause the corresponding prices of a position to move in directions which were not initially anticipated.

Furthermore, to the extent that certain rate assumptions underlie the hedging of a particular position, fluctuations in such rates could invalidate those underlying assumptions and expose the Funds to additional costs and losses.

### Net Asset Value Considerations

The Net Asset Value per Share is expected to fluctuate over time with the performance of the Fund's investments. A Shareholder may not fully recover his initial investment when he chooses to redeem his Shares or upon compulsory redemption, if the Net Asset Value per Share at the time of such redemption is less than the Subscription Price paid by such Shareholder or if there remain any unamortised costs and expenses of establishing the Company. In addition, where there is any conflict between Lux GAAP and the valuation principles set out in the Articles and this document in relation to the calculation of Net Asset Value, the latter principles shall take precedence.

In calculating a Fund's Net Asset Value, the Administrator may consult the Investment Manager or the Management Company with respect to the valuation of certain investments. Whilst there is an inherent conflict of interest between the involvement of the Investment Manager in determining the valuation price of each Fund's investments and the Investment Manager's other duties and responsibilities in relation to the Funds, the Investment Manager will endeavour to resolve any such conflict of interest fairly and in the interest of investors.

### Redemption Risks

Payment of redemption proceeds may be delayed if the Directors declare a temporary suspension of the determination of the Net Asset Value of the Company or a Fund in any of the exceptional circumstances as described under "Temporary Suspension of Net Asset Value Calculations" above.

## Regulatory Risks of Investment Funds

The effect of any future regulatory or tax change on the Fund is impossible to predict.

In addition, securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivative transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial actions. The effect of any future regulatory change on the Company could be substantial and adverse including, for example, increased compliance costs, the prohibition of certain types of trading and/or the inhibition of the Funds' ability to pursue its investment approach as described herein.

## Strategy Risk

Strategy risk is associated with the failure or deterioration of an entire strategy such that most or all investment managers employing that strategy suffer losses. Strategy specific losses may result from excessive concentration by multiple investment managers in the same investment or general economic or other events that adversely affect particular strategies (e.g., the disruption of historical pricing relationships). The strategies employed by the Funds may be speculative and involve substantial risk of loss in the event of such failure or deterioration, in which event the performance of the Funds may be adversely affected.

## Subordination

Securities purchased on behalf of a Fund may be unsecured and/or subordinated to substantial amounts of senior indebtedness, all or a significant portion of which may be secured. In the event of a bankruptcy or insolvency of the issuer of such securities, a Fund may be unable to recover its investment in full, or at all.

## Transaction Costs

The investment policies of the Funds may involve a high level of trading and turnover of the investments of the Funds which may generate substantial transaction costs which will be borne by each Fund separately.

## Volatility

The Funds will invest in instruments that can be extremely volatile. If the investments to which a Fund is exposed are significantly more volatile than expected, this may lead to large and sudden fluctuations in the Net Asset Value and very significant losses.

## ***Illiquid Strategy Funds risk factors***

### Illiquidity in Certain Markets

The Illiquid Strategy Funds may invest in illiquid or restricted securities for which there is no established resale market. Investors should note that, from time to time, such illiquid or restricted securities may represent a significant percentage of the Illiquid Strategy Fund's investments. The Illiquid Strategy Funds might only be able to liquidate these positions at disadvantageous prices, should the Investment Manager determine, or it become necessary, to do so. For example, substantial redemptions could require an Illiquid Strategy Funds to liquidate its positions more rapidly than otherwise desired in order to obtain the cash necessary to meet such redemptions. Illiquidity in certain markets could make it difficult for an Illiquid Strategy Funds to liquidate positions on favourable terms, thereby resulting in losses or a decrease in the Net Asset Value of the Illiquid Strategy Funds.

### Residual Liability Following Sale of Investments

Upon disposal of certain investments, Illiquid Strategy Funds may be required to give representations and warranties about those investments and to pay damages to the extent that such representations and warranties turn out to be inaccurate. The Illiquid Strategy Funds may become involved in disputes or litigation concerning such representations and warranties and may be required to make payments to third parties as a result of such disputes or litigation.

### Valuation of Illiquid Investments

Valuation of the Illiquid Strategy Fund's illiquid investments may involve uncertainties and judgmental determinations. If such valuations should prove to be incorrect, holders of Shares could be adversely affected. Independent pricing information may not at times be available or may be difficult to obtain with respect to certain of the Illiquid Strategy Fund's illiquid investments. Accordingly, certain illiquid investments may be subject to varying interpretations of value and, in such cases, the value of an illiquid investment may be determined by, among other things, utilising mark to market prices provided by dealers and pricing services and, if necessary, through relative value pricing. The Illiquid Strategy Fund is entitled to rely, without independent investigation, upon pricing information and valuations furnished to it by third parties, including pricing services.

Valuations of illiquid investments may not be indicative of what actual fair market value would be in an active, liquid or established market. There is no guarantee that the value attributable to an illiquid investment by the Company, as determined by the Directors, will represent the value that will be realised by the Illiquid Strategy Funds on the eventual disposition of such an investment.

### Investments in Real Estate

The Illiquid Strategy Fund may invest a portion of its assets directly or indirectly in real estate and/or real estate related securities that the Investment Manager believes are undervalued, non-recourse Shariah compliant mortgages where the mortgagor is not a significant operating company and in the securities of single purpose companies whose primary asset is real estate. Special risks associated with such investments include changes in the general economic climate or local conditions (such as an oversupply of space or a reduction in demand for space), competition based on rental rates, attractiveness and location of the properties, changes in the financial condition of tenants, and changes in operating costs. Real estate values are also affected by such factors as government regulations (including those governing usage, improvements, zoning and taxes), interest rate levels, the availability of financing and potential liability under changing environmental and other laws. Furthermore, many of the properties which will secure Shariah compliant financing originated or purchased by the Illiquid Strategy Fund may be suffering varying degrees of financial distress or may be located in economically distressed areas. Financings may become nonperforming for a wide variety of reasons, including, without limitation, because the mortgaged property is too highly leveraged (and, therefore, the property is unable to generate sufficient income to meet its debt service payments), the property is poorly managed or because the mortgaged property has a high vacancy rate, has not been fully completed or is in need of rehabilitation. Such non-performing facilities may require a substantial amount of workout negotiations and/or restructuring, which may entail, among other things, a substantial reduction in the profit or rental rate, capitalisation of profit or rental payments and a substantial write-down of the principal of the financed amount. However, even if such restructuring were successfully accomplished, a risk exists that upon maturity of such mortgage financing, replacement "take-out" financing will not be available.

The Illiquid Strategy Fund is likely to find it necessary or desirable to foreclose on some, if not many, of the financing secured by real estate. The foreclosure process is often lengthy and expensive. Borrowers may resist mortgage foreclosure actions by asserting numerous claims, counterclaims and defences against the Illiquid Strategy Fund, including without limitation, numerous lender liability claims and defences, even when such assertions may have no basis in fact, in an effort to prolong the foreclosure action and force the lender into a modification of the financing or a



favourable buy-out of the borrower's position. In some jurisdictions, foreclosure actions can sometimes take several years or more to litigate. At any time prior to or during the foreclosure proceedings the borrower may file for bankruptcy, resulting in further delay. Foreclosure litigation tends to create a negative public image of the mortgaged property and may result in disrupting the ongoing leasing, management and operation of the property.

Under environmental laws enacted by governments and agencies, owners of real estate may be liable for the clean-up and removal of hazardous substances even where the present owner was not responsible for placing the hazardous substances on the property or where the property was contaminated prior to the time the owner took title. The kinds of hazardous substances for which liability may be incurred include, among other things, chemicals and other materials commonly used by small businesses and manufacturing operations. The costs of removal and clean-up of hazardous substances and wastes can be extremely expensive and, in some cases, can exceed the value of a property. If any property acquired by the Illiquid Strategy Fund through purchase or foreclosure was found to have an environmental problem, the Illiquid Strategy Fund could incur substantial costs and suffer a complete loss of its investment in such property as well as of other Illiquid Strategy Fund's assets.

### Long-term Investments

Although investments by an Illiquid Strategy Fund may generate some current income, the return of capital and the realisation of gains, if any, from an investment may not occur until the partial or complete disposition of such investment. While an investment may be sold at any time, it is not generally expected that this will occur for a number of years after the investment is made. It is unlikely that there will be a public market for the securities held by the Illiquid Strategy Fund at the time of their acquisition. In some cases the Illiquid Strategy Fund may be prohibited by contractual or regulatory reasons from selling certain securities for a period of time.

## TAXATION

The following information is based on the laws, regulations, decisions and practice currently in force in Luxembourg and is subject to changes therein, possibly with retrospective effect. This summary does not purport to be a comprehensive description of all Luxembourg tax laws and Luxembourg tax considerations that may be relevant to a decision to invest in, own, hold, or dispose of Shares and is not intended as tax advice to any particular investor or potential Investor. Prospective Investors should consult their own professional advisers as to the implications of buying, holding or disposing of Shares and to the provisions of the laws of the jurisdiction in which they are subject to tax. This summary does not describe any tax consequences arising under the laws of any state, locality or other taxing jurisdiction other than Luxembourg.

### Taxation of the Company

In Luxembourg, the Company is not subject to taxation on its income, profits or gains.

The Company is not subject to net wealth tax in Luxembourg.

No stamp duty, capital duty or other tax will be payable in Luxembourg upon the issue of the shares of the Company.

The Company is subject to a subscription tax (*taxe d'abonnement*) levied at the rate of 0.01% *per annum* based on the net asset value of the Company at the end of the relevant quarter, calculated and paid quarterly.

A subscription tax exemption applies to:

- the portion of any Fund's assets (*prorata*) invested in a Luxembourg investment fund or any of its sub-funds to the extent it is subject to the subscription tax (*taxe d'abonnement*);
- any Fund (i) whose sole object is the collective investment in money market instruments and the placing of deposits with credit institutions, and (ii) whose weighted residual portfolio maturity does not exceed 90 days, and (iii) that have obtained the highest possible rating from a recognised rating agency;
- any Fund or Class, the shares of which are reserved for
  - institutions for occupational retirement provisions, or similar investment vehicles, set up on one or more employers' initiative for the benefit of their employees;
  - companies of one or more employers investing funds they hold, in order to provide retirement benefits to their employees;
- any Fund whose main objective is the investment in microfinance institutions.

### Withholding tax

Interest and dividend income received by the Company may be subject to non-recoverable withholding tax in the source countries. The Company may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of origin. The Company may benefit from double tax treaties entered into by Luxembourg, which may provide for exemption from withholding tax or reduction of withholding tax rate.

Distributions made by the Company as well as liquidation proceeds and capital gains derived therefrom are not subject to withholding tax in Luxembourg.

## **Taxation of the Shareholders**

### **Luxembourg-resident individuals**

Capital gains realised on the sale of the Shares by Luxembourg resident individuals investors who hold the Shares in their personal portfolios (and not as business assets) are generally not subject to Luxembourg income tax except if:

- (i) the Shares are sold within 6 months from their subscription or purchase; or
- (ii) if the Shares held in the private portfolio constitute a substantial shareholding. A shareholding is considered as substantial when the seller holds or has held, alone or with his/her spouse and underage children, either directly or indirectly at any time during the five years preceding the date of the disposal, of more than 10% of the share capital of the Company.

Distributions received from the Company will be subject to Luxembourg personal income tax.

Luxembourg personal income tax is levied following a progressive income tax scale, and increased by the solidarity surcharge (*contribution au fonds pour l'emploi*) giving an effective marginal tax rate of 45.78%.

### **Luxembourg-resident corporate**

Luxembourg resident corporate Investors will be subject to corporate taxation on capital gains realised upon disposal of Shares and on the distributions received from the Company.

Luxembourg corporate resident investors who benefit from a special tax regime, such as, for example, (i) UCIs subject to the Law of 17 December 2010 relating to undertakings for collective investment, as amended, (ii) SIFs subject to the 2007 Law, (iii) RAIFs subject to the Law of 23 July 2016 on reserved alternative investment funds (to the extent they have not opted to be subject to general corporation taxes), or (iv) family wealth management companies subject to the Law of 11 May 2007 related to family wealth management companies, as amended, are exempt from income tax in Luxembourg, but instead subject to an annual subscription tax (*taxe d'abonnement*) and thus income derived from the Shares, as well as gains realized thereon, are not subject to Luxembourg income taxes.

The Shares shall be part of the taxable net wealth of the Luxembourg resident corporate investors except if the holder of the Shares is (i) an UCI subject to the Law of 17 December 2010 relating to undertakings for collective investments, as amended, (ii) a vehicle subject to the law of 22 March 2004 on securitization, as amended, (iii) an investment company in risk capital subject to the Law of 15 June 2004 on investment company in risk capital, as amended, (iv) a SIF subject to the 2007 Law, (v) a RAIF subject to the Law of 23 July 2016 on reserved alternative investment funds, or (vi) a family wealth management company subject to the Law of 11 May 2007 related to family wealth management companies, as amended. The taxable net wealth is subject to tax on a yearly basis at the rate of 0.5%. A reduced rate of 0.05% is due for the portion of the net wealth exceeding EUR 500 million.

### **Non-Luxembourg resident Shareholders**

Non-resident individuals or collective entities who do not have a permanent establishment in Luxembourg to which the Shares are attributable, are not subject to Luxembourg taxation on capital gains realized upon disposal of the Shares nor on the distribution received from the Company and the Shares will not be subject to net wealth tax.

## General

The receipt of dividends (if any) by Shareholders, the redemption, exchange, conversion or transfer of Shares and any distribution on a winding-up of the Company or any Fund may result in a tax liability for the Shareholders according to the tax regime applicable in their various countries of residence, citizenship or domicile. Shareholders resident in or citizens of certain countries which have anti-offshore fund legislation may have a current liability to tax on the undistributed income and gains of the Company. The Directors, the Company and each of the Company's agents shall have no liability in respect of the individual tax affairs of Shareholders.

## Automatic Exchange of Information

The Organisation for Economic Co-operation and Development ("**OECD**") has developed a common reporting standard ("**CRS**") to achieve a comprehensive and multilateral automatic exchange of information (AEOI) on a global basis. On 9 December 2014, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the "**Euro-CRS Directive**") was adopted in order to implement the CRS among the Member States.

The Euro-CRS Directive was implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation. The CRS Law requires Luxembourg financial institutions to identify financial assets holders and establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement. Luxembourg financial institutions will then report financial account information of the asset holder to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis.

Accordingly, the Company may require its investors to provide information in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status and report information regarding a Shareholder and his/her/its account to the Luxembourg tax authorities (*Administration des Contributions Directes*), if such account is deemed a CRS reportable account under the CRS Law.

In addition, Luxembourg signed the OECD's multilateral competent authority agreement ("**Multilateral Agreement**") to automatically exchange information under the CRS. The Multilateral Agreement aims to implement the CRS among non-Member States; it requires agreements on a country-by-country basis.

The Company reserves the right to refuse any application for Shares if the information provided or not provided does not satisfy the requirements under the CRS Law.

Investors should consult their professional advisors on the possible tax and other consequences with respect to the implementation of the CRS.

FATCA, a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires financial institutions outside the US ("**foreign financial institutions**" or "**FFIs**") to pass information about "Financial Accounts" held by "Specified US Persons", directly or indirectly, to the US tax authorities, the Internal Revenue Service ("**IRS**") on an annual basis. A 30% withholding tax is imposed on certain US source income of any FFI that fails to comply with this requirement. On 28 March 2014, the Grand Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("**IGA**") with the United States of America and a memorandum of understanding in respect thereof. The Company would hence have to comply with such Luxembourg IGA as implemented into Luxembourg law by the Law of 24 July 2015 relating to FATCA (the "**FATCA Law**") in order to comply with the provisions of FATCA rather than directly complying with the US Treasury Regulations implementing FATCA. Under the FATCA Law and the Luxembourg IGA, the Company may be required to collect information aiming to identify its direct

and indirect Shareholders that are Specified US Persons for FATCA purposes ("**reportable accounts**"). Any such information on reportable accounts provided to the Company will be shared with the Luxembourg tax authorities which will exchange that information on an automatic basis with the Government of the United States of America pursuant to Article 28 of the convention between the Government of the United States of America and the Government of the Grand Duchy of Luxembourg for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes in Income and Capital, entered into in Luxembourg on 3 April 1996. The Company intends to comply with the provisions of the FATCA Law and the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed U.S. investments of the Company. The Company will continually assess the extent of the requirements that FATCA and notably the FATCA Law place upon it.

To ensure the Company's compliance with FATCA, the FATCA Law and the Luxembourg IGA in accordance with the foregoing, the Company may:

- a. request information or documentation, including W-8 tax forms, a Global Intermediary Identification Number, if applicable, or any other valid evidence of a Shareholder's FATCA registration with the IRS or a corresponding exemption, in order to ascertain such Shareholder's FATCA status;
- b. report information concerning a Shareholder and his account holding in the Company to the Luxembourg tax authorities if such account is deemed a FATCA reportable account under the FATCA Law and the Luxembourg IGA;
- c. report information to the Luxembourg tax authorities (*Administration des Contributions Directes*) concerning payments to shareholders with FATCA status of a non-participating foreign financial institution;
- d. deduct applicable US withholding taxes from certain payments made to a Shareholder by or on behalf of the Company in accordance with FATCA, FATCA Law and the Luxembourg IGA; and
- e. divulge any such personal information to any immediate payor of certain U.S. source income as may be required for withholding and reporting to occur with respect to the payment of such income.

The Company has been registered as a Reporting FI with the IRS (GIIN Q266HK.99999.SL.442).

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Company and to payments they may receive in connection with the Shares.

### **Data protection in the context of FATCA**

In accordance with the FATCA Law, Luxembourg Financial Institutions ("**FI**") are required to report to the Luxembourg tax authority (i.e. *Administration des Contributions Directes*, the "**Luxembourg Tax Authority**") information regarding reportable persons such as defined in the FATCA Law.

The Company qualifies as a Reporting FI ("**Reporting FI**") as such term is defined in the FATCA Law for FATCA purposes. As such, the Company is the data controller and processes personal data of Shareholders and Controlling Persons as reportable persons for FATCA purposes.

The Company processes personal data concerning Shareholders or their Controlling Persons for the purpose of complying with the Company's legal obligations under the FATCA Law. These personal data include the name, date and place of birth, address, U.S. tax identification number, the country of tax residence and residence address, the phone number, the account number (or functional equivalent), the account balance or value, the total gross amount of interest, the total gross amount of dividends, the total gross amount of other income generated with respect to the assets held in the account, the total gross proceeds from the sale or redemption of property paid or credited to the account, the total gross amount of interest paid or credited to the account, the total gross amount paid or credited to the Shareholder with respect to the account, standing instructions to transfer funds to an account maintained in the United States, and any other relevant information in relation to the Unitholders or their Controlling Persons for the purposes of the FATCA Law (the "**FATCA Personal Data**").

The FATCA Personal Data will be reported by the Reporting FI to the Luxembourg Tax Authority. The Luxembourg Tax Authority, under its own responsibility, will in turn pass on the FATCA Personal Data to the IRS in application of the FATCA Law. In particular, Shareholders and Controlling Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg Tax Authority.

FATCA Personal Data may also be processed by the Company's data processors ("**Processors**") which, in the context of FATCA processing, refer to the Administrator.

The Company's ability to satisfy its reporting obligations under the FATCA Law will depend on each Shareholder or Controlling Person providing the Company with the FATCA Personal Data, including information regarding direct or indirect owners of each Shareholder, along with the required supporting documentary evidence. Upon request of the Company, each Shareholder or Controlling Person must provide the Company with such information. Failure to do so within the prescribed timeframe may trigger a notification of the account to the Luxembourg Tax Authority.

Although the Company will attempt to satisfy any obligation imposed on it to avoid any taxes or penalties imposed by the FATCA Law, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a tax or penalty as result of the FATCA Law, the value of the Shares may suffer material losses.

Any Shareholder or Controlling Person that fails to comply with the Company's documentation requests may be charged with any taxes and penalties of the FATCA law imposed on the Company (*inter alia*: withholding under section 1471 of the U.S. Internal Revenue Code, a fine of up to 250.000 euros or a fine of up to 0,5 per cent of the amounts that should have been reported and which may not be less than 1.500 euros) attributable to such Shareholder's or Controlling Person's failure to provide the information and the Company may, in its sole discretion, redeem the Shares of such Shareholders.

Shareholders and Controlling Persons should consult their own tax advisor or otherwise seek professional advice regarding the impact of the FATCA Law on their investment.

Each Shareholder or Controlling Person has a right to access any data reported to the Luxembourg Tax Authority for the purpose of the FATCA Law and, as the case may be, to have these data rectified in case of error by writing to the Administrator as defined under this Prospectus.

FATCA Personal Data will not be retained for a period longer than necessary for the purpose of the data processing, subject to applicable legal minimum retention periods and the statutory limitations.

## Data protection in the context of CRS

In accordance with the CRS Law, Luxembourg Financial Institutions ("**FI**") are required to report to the Luxembourg Tax Authority information regarding Reportable Persons such as defined in the CRS Law.

As Luxembourg Reporting FI, the Company is the data controller and processes personal data of Shareholders and Controlling Persons as Reportable Persons for the purposes set out in the CRS Law.

In this context, the Company may be required to report to the Luxembourg Tax Authority the name, residence address, TIN(s), the date and place of birth, the country of tax residence(s), the phone number, the account number (or functional equivalent), standing instructions to transfer funds to an account maintained in a foreign jurisdiction, the account balance or value, the total gross amount of interest, the total gross amount of dividends, the total gross amount of other income generated with respect to the assets held in the account, the total gross proceeds from the sale or redemption of property paid or credited to the account, the total gross amount of interest paid or credited to the account, the total gross amount paid or credited to the Shareholder with respect to the account, as well as any other information required by applicable laws of i) each Reportable Person that is an account holder, ii) and, in the case of a Passive NFE within the meaning of the CRS Law, of each Controlling Person that is a Reportable Person (the "**CRS Personal Data**").

CRS Personal Data regarding the Shareholders or the Controlling Persons will be reported by the Reporting FI to the Luxembourg Tax Authority. The Luxembourg Tax Authority, under its own responsibility, will in turn pass on the CRS Personal Data to the competent tax authorities of one or more Reportable Jurisdiction(s). The Company processes the CRS Personal Data regarding the Shareholders or the Controlling Persons only for the purpose of complying with the Company's legal obligations under the CRS Law.

In particular, Shareholders and Controlling Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg Tax Authority.

CRS Personal Data may also be processed by the Company's data processors ("**Processors**") which, in the context of CRS processing, refer in particular to the Administrator.

The Company's ability to satisfy its reporting obligations under the CRS Law will depend on each Shareholder or Controlling Person providing the Company with the CRS Personal Data, including information regarding direct or indirect owners of each Shareholder, along with the required supporting documentary evidence. Upon request of the Company, each Shareholder or Controlling Person must provide the Company with such information. Failure to do so within the prescribed timeframe may trigger a notification of the account to the Luxembourg Tax Authority.

Although the Company will attempt to satisfy any obligation imposed on it to avoid any taxes or penalties imposed by the CRS Law, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a tax or penalty as result of the CRS Law, the value of the Shares may suffer material losses.

Any Shareholder or Controlling Person that fails to comply with the Company's documentation requests may be charged with any taxes and penalties of the CRS Law imposed on the Company (*inter alia*: a fine of up to 250.000 euros or a fine of up to 0,5 per cent of the amounts that should have been reported and which may not be less than 1.500 euros) attributable to such Shareholder's or Controlling Person's failure to provide the information and the Company may, in its sole discretion, redeem the Shares of such Shareholder.

Shareholders should consult their own tax advisor or otherwise seek professional advice regarding the impact of the CRS Law on their investment.

Each Shareholder or Controlling Person has a right to access any data reported to the Luxembourg Tax Authority for the purpose of the CRS Law and, as the case may be, to have these data rectified in case of error by writing to the Administrator.

CRS Personal Data will not be retained for a period longer than necessary for the purpose of the data processing, subject to applicable legal minimum retention periods and the statutory limitations.



## GENERAL AND STATUTORY INFORMATION

*The information in this section includes a summary of some of the provisions of Articles and the material contracts described below and is provided subject to the general provisions of each of such documents.*

### **The Company**

The Company was incorporated as a *société anonyme* under the laws of Luxembourg on 2 May 2012. The Company qualifies as a *société d'investissement à capital variable* (SICAV) subject to the SIF Law.

The Shares are reserved to Eligible Investors.

The Company is governed by the amended Luxembourg law of 10 August 1915 on commercial companies and by the SIF Law.

The Company is registered with the *Registre de Commerce et des Sociétés* of Luxembourg under number B168687. The Articles were published in the *Memorial C, Recueil des Sociétés et Associations* of the Grand Duchy of Luxembourg on 31 May 2012.

### **Share Capital**

The minimum capital required by the SIF Law is EUR 1,250,000.

The capital of the Company will always be equal to the value of its net assets. The Shares are of no par value and must be issued fully paid. The Shares carry no preferential or pre-emption rights and each share is entitled to one vote at all meetings of Shareholders.

The Board may decide to consolidate or split a Class of Shares. The Board may also submit the question of the split or consolidation of a Class of Shares to a general meeting of holders of such Shares. Such meeting will resolve on the consolidation in accordance with the quorum and majority requirements required for the amendment of the Articles.

### **Rights of the Shares**

Subject to the restrictions contained in this Prospectus, the Shares issued by the Company are freely transferable and entitle to participate equally in the profits and dividends of the Classes to which they relate, and in the net assets of such Class upon liquidation.

At General Meetings, each Shareholder has the right to one vote for each whole Share held.

A Shareholder of any particular Fund or Class will be entitled at any separate meeting of the Shareholders of that Fund or Class to one vote for each whole Share of that Fund or Class held.

### **Liquidation and Merger**

#### ***Liquidation of the Company***

The Company has been established for an unlimited period. However, the Company may, at any time, be liquidated by a resolution of the general meeting of Shareholders taken in the same conditions that are required to amend the Articles. The Board may propose at any time to the Shareholders to liquidate the Company.

Any decision to liquidate the Company will be published in the *RESA*.

As soon as the decision to liquidate the Company is taken, the issue, redemption or conversion of Shares in all Funds is prohibited and shall be deemed void.

The liquidation of the Company will be conducted by one or more liquidators, who may be individuals or legal entities and who will be appointed by a meeting of Shareholders. The meeting will determine their powers and compensation.

Any liquidation of the Company shall be carried out in accordance with the provisions of the SIF Law. The SIF Law specifies the steps to be taken to enable Shareholders to participate in the distribution of the liquidation proceeds and provides upon finalisation of the liquidation that the liquidation proceeds that could not be distributed be deposited in escrow with the *Caisse de Consignation* to be held for the benefit of the relevant Shareholders. Amounts not claimed from escrow within the relevant prescription period will be liable to be forfeited in accordance with the provisions of Luxembourg law.

Whenever the share capital falls below two-thirds of the minimum capital required by the SIF Law, the question of the dissolution of the Company shall be referred to a general meeting of Shareholders by the Directors. The general meeting, for which no quorum shall be required, shall decide by the simple majority of the Shares represented at the meeting.

The question of the dissolution of the Company shall also be referred to a general meeting of Shareholders whenever the share capital falls below one-fourth of the minimum capital; in such event, the general meeting shall be held without any quorum requirement and the dissolution may be decided by Shareholders holding one-fourth of the Shares represented at the meeting.

The meeting must be convened so that it is held within a period of 40 days as from ascertainment that the net assets have fallen below two-thirds or one-fourth of the legal minimum, as the case may be.

### ***Liquidation of Funds***

If the Net Asset Value of any Fund or Class falls below or does not reach an amount determined by the Board to be the minimum level for such Fund or such Class to be operated in an economically efficient manner or if a change in the economic or political situation relating to the Fund or Class concerned justifies it, the Board has the discretionary power to liquidate such Fund or Class by compulsory redemption of the Shares of such Fund or Class at the Net Asset Value per Share determined as at the Valuation Day at which such a decision shall become effective. The decision to liquidate will be published by the Company prior to the effective date of the liquidation and the publication will indicate the reasons for, and the procedures of, the liquidation operations. Unless the Board decides otherwise in the interest of, or in order to ensure equal treatment of, the Shareholders, the Shareholders of the Fund or Class concerned may continue to request redemption or conversion of their Shares free of redemption or conversion charges (but taking into account actual realisation prices of investments and realisation expenses).

Notwithstanding the powers of the Board referred to in the preceding paragraph, a general meeting of Shareholders of any Fund or Class may, upon proposal from the Board, redeem all the Shares of such Fund or Class and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined as at the Valuation Day at which such decision shall take effect. At such a general meeting of Shareholders, the decision to liquidate the Fund or the Class shall be taken in accordance with the quorum and majority requirements required for the amendment of the Articles.

Assets which could not be distributed to the relevant Shareholders of a Fund or Class upon the close of the liquidation, which should, in principle, occur within nine (9) months from the date of liquidation, will be deposited with the *Caisse de Consignation* to be held for the benefit of the relevant Shareholders. Amounts not claimed within the *Caisse de Consignation* will be forfeited in accordance with Luxembourg law.

### ***Merger of Funds***

In the circumstances provided for under the first paragraph of the section under the heading "Liquidation of Funds" above, the Board may decide to allocate the assets of any Fund to those of another existing Fund within the Company or to another Fund (the "**New Fund**") and to re-designate the Shares of the Fund concerned as Shares of the New Fund (following a split or consolidation, if necessary and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be notified to the Shareholders concerned (and, in addition, the notification will contain information in relation to the New Fund), one month before the date on which the merger becomes effective in order to enable Shareholders to request redemption or conversion of their Shares, free of charge, during such period. After such period, the decision commits all Shareholders, provided however that, if the amalgamation is to be implemented with a Luxembourg fund of the contractual type ("**fond commun de placement**") or a foreign based fund, such decision shall be binding only on the Shareholders who have consented to such merger.

Notwithstanding the powers conferred to the Board by the preceding paragraph, a contribution of the assets and liabilities attributable to any Fund to another Fund may be decided upon by a general meeting of the Shareholders, upon proposal from the Board, of the contributing Fund in accordance with the quorum and majority requirements required for the amendment of the Articles.

A contribution of the assets and liabilities attributable to any Fund to another UCI or to a sub-fund within such other UCI shall be decided by a general meeting of Shareholders in accordance with the quorum and majority requirements required for the amendment of the Articles, except when such amalgamation is to be implemented with a Luxembourg UCI of the contractual type ("**fonds commun de placement**") or a foreign based UCI, in which case resolutions shall be binding only on the Shareholders of the contributing Fund who have voted in favour of such amalgamation.

### **Publication of Prices**

The Directors may apply to newspapers or periodicals for publication of the Net Asset Value per Share at their discretion. The most recent Net Asset Value per Share will be available from the registered office of the Company on request.

### **Directors' Remuneration**

The Articles of the Company provide that the remuneration of the Directors in respect of services rendered or to be rendered to the Company shall be determined by a resolution of the general meeting of Shareholders. The Directors may receive an annual fee for their services to the Company. The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Fund or in connection with the business of the Fund.

### **Meetings**

The annual general meeting of Shareholders will be held at the registered office of the Company in Luxembourg (or any other place indicated in the convening notice) at any date and time decided by the Directors but no later than within six months from the end of the Company's previous financial year. Notices of all general meetings will be published in the *RESA* to the extent required by Luxembourg law and in such other newspapers as the Directors shall determine. Such notices will

include the agenda and specify the time and place of the meeting and the conditions of admission, and will refer to the requirements of Luxembourg law with regard to the necessary quorum and majorities required for the meeting. The requirements as to attendance, quorum and majorities at all general meetings will be those laid down in the Law of 10 August 1915 (as amended) of the Grand Duchy of Luxembourg and in the Articles.

Matters relating to a particular Fund or Class, such as a vote on the payment of a dividend in relation to that Fund or Class, may be decided by a vote at a meeting of the Shareholders of that Fund or Class. Any change in the Articles affecting the rights of Shareholders of a particular Fund or Class must be approved by a resolution both of all the Shareholders of the Company and of the Shareholders of the Fund or Class in question.

Under the conditions set forth in Luxembourg laws and regulations, the notice of any general meeting of Shareholders may provide that the quorum and the majority at this general meeting shall be determined according to the Shares issued and outstanding at midnight the fifth day preceding the general meeting (the "**Record Date**"), whereas the right of a Shareholder to attend a general meeting of Shareholders and to exercise the voting rights attaching to their Shares shall be determined by reference to the Shares held by this Shareholder as at the Record Date.

### **Material Contracts**

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by the Company, prior to the date of this Prospectus and are, or may be, material:

- (A) A management company agreement consolidated and restated as of 1<sup>st</sup> February 2019 between (1) the Company and (2) the Management Company whereby the Company appointed the Management Company to provide investment management, administrative services and marketing services to the Company (the "**Management Company Agreement**").
- (B) An AIFM Agreement effective as of 1<sup>st</sup> February 2016 between (1) the Company and (2) the Management Company and (3) Saudi Economic and Development Company for Securities.
- (C) A depositary and paying agent services agreement effective as of 2 May 2012 between (1) the Company and (2) the Depositary, as amended, whereby the latter has been appointed to act as the Company's depositary and paying agent (the "**Depositary and Paying Agent Agreement**").
- (D) An administration agreement effective as of 2 May 2012 between (1) the Company, (2) the Management Company and (3) the Administrator whereby the Administrator was appointed to provide administrative agency, registrar and transfer agency and related services to the Company (the "**Administration Agreement**").
- (E) A Shariah Adviser Appointment Letter effective as of 2 May 2012 between (1) the Company and (2) Dr. Mohamed Ali Elgari whereby Dr. Mohamed Ali Elgari was appointed to provide Shariah Advisory and related services to the Company.
- (F) A Shariah Adviser Appointment Letter effective as of 2 May 2012 between (1) the Company and (2) Dr. Mohamed Daud Bakar whereby Dr. Mohamed Daud Bakar was appointed to provide Shariah Advisory and related services to the Company.
- (G) A Shariah Adviser Appointment Letter effective as of 2 May 2012 between (1) the Company and (2) Dr. Abdul Aziz Khalifa Al-Qassar whereby Dr. Abdul Aziz Khalifa Al-Qassar was appointed to provide Shariah Advisory and related services to the Company.

- (H) A Shariah auditing agreement effective as of 2 May 2012 between (1) the Company and (2) the Shariah Auditor whereby the Shariah Auditor was appointed to provide Shariah auditing and related services to the Company (the "**Shariah Auditing Agreement**").
- (I) An investment management agreement effective as of 31 January 2013 between (1) the Company, (2) the Management Company, and (3) Saudi Economic and Development Company for Securities, in respect of SC Fund of Private Equity Fund 1.
- (J) An investment management agreement effective as of 31 January 2013 between (1) the Company, (2) the Management Company, and (3) Saudi Economic and Development Company for Securities, in respect of SC Fund of Private Equity Fund 2.
- (K) An investment management agreement effective as of 1 May 2014 between (1) the Company, (2) the Management Company, and (3) Saudi Economic and Development Company for Securities, in respect of SC Balanced Fund.
- (L) An investment management agreement effective as of 28 June 2015 between (1) the Company, (2) the Management Company, and (3) Saudi Economic and Development Company for Securities, in respect of SC Treasury Fund and SC Saudi IPO Feeder Fund.
- (M) An investment management agreement effective as of 28 June 2015 between (1) the Company, (2) the Management Company, and (3) Saudi Economic and Development Company for Securities, in respect of SC Private Equity Global Fund IV.
- (N) An investment management agreement effective as of 14 January 2016 between (1) the Company, (2) the Management Company and (3) Saudi Economic and Development Company for Securities, in respect of SC Private Equity Europe Fund I.

#### **Documents available for inspection**

Copies of the Prospectus and the Articles of the Company and the latest financial reports of the Company may be obtained, free of charge, upon request at the registered office of the Company.

The material contracts above are available for inspection during business hours on any bank business day in Luxembourg at the registered office of the Company in Luxembourg.

## **APPENDIX 1: LIQUID STRATEGY FUNDS SUPPLEMENTS**

### **SUPPLEMENT 1: SC BALANCED FUND**

The information contained in this Supplement relates to the SEDCO Capital Global Funds – SC Balanced Fund and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Liquid Strategy Funds Risk Factors". The Fund is a Liquid Strategy Fund for the purposes of this Prospectus.

<b>Name of Fund:</b>	SC Balanced Fund
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital)  The Office Tower, 2<sup>nd</sup> Floor,  Red Sea Mall, King Abdulaziz Road,  P. O. Box 13396,  Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority.</p>
<b>Investment Objective:</b>	<p>The investment objective of the Fund is to provide diversification across asset classes, regions, investment styles and industries through investment funds.</p> <p>There is however no guarantee that the target return can be achieved.</p>
<b>Investment Policy:</b>	<p>The Fund aims to invest directly, in accordance with the Shariah Investment Guidelines, in the Permitted Asset Classes set out below, notably in Shares of selected Liquid Strategy Funds of the Company, shares or units of other investment funds and in short term Murabahas.</p> <p>The Fund is not limited to any specific geographical diversification or investment theme.</p> <p>For the avoidance of doubt, the Fund may, in accordance with investment restriction 5. of the general part of this Prospectus, invest more than 30% of its net assets in undertakings for collective investment giving diversified exposure (equal at least to the diversification requirements applicable to the Fund) to all or part of the Fund's investment universe.</p>
<b>Investment Style:</b>	<p>The Investment Manager seeks, by pursuing a discretionary strategy, to deliver attractive risk-adjusted returns by implementing its time-tested top-down and forward looking investment process to selecting investment themes and/or regional markets that are expected to outperform the Benchmark.</p>

<b>Permitted Asset</b>	The Fund may invest in Shares of any Liquid Strategy Funds.
<b>Classes:</b>	The Fund may invest, up to 60% in Listed Equities, and up to 60% in Sukuk/Murabaha transactions.
<b>Benchmark Indication:</b>	For avoidance of doubt, the Benchmark used for performance measurement purposes is a blended benchmark which is 50% Dow Jones Islamic Market World Total Return Index (DJIMT) + 25% 30-day moving average of 1-month Saudi Arabian Interbank Bid Rate (SIBID) (Bloomberg Ticker: SAID1M) +25% Dow Jones Sukuk Total Return Index ex-reinvestment (DJSUKTXR), and it should therefore under no circumstances be considered as indicative of a specific investment style or strategy. The Company may without notice, change the Benchmark.
<b>Business Day:</b>	Any day on which banks are open for business in New York, Jeddah and Luxembourg.
<b>Valuation Day:</b>	Each Dealing Day.
<b>Dealing Day:</b>	Every Tuesday and if not a Business Day, the immediately following Business Day.
<b>Dealing Request Deadline:</b>	03:00 p.m. (Luxembourg time) 5 Business Days preceding the relevant Dealing Day for subscription.  03:00 p.m. (Luxembourg time) 20 calendar days preceding the relevant Dealing Day for redemption.
<b>Duration:</b>	The Fund is established for an unlimited duration.
<b>Listing:</b>	It is not currently intended to list the Shares of the Fund on any stock exchange.
<b>Share Classes and types of Shares:</b>	<u>Shares</u>  Class B Shares: this Class is reserved to investors having entered into an appropriate agreement with or having been introduced by the Management Company or its affiliates. The Board may waive this requirement at its sole discretion.  Class D Shares: this Class is reserved for Institutional Investors.  Class I Shares: this Class is available to all Eligible Investors.  Class S Shares: this Class is reserved to Eligible Investors having entered into an appropriate agreement with the Management Company and is subject to an alternative charging structure.
<b>Base currency:</b>	US Dollars

<b>Establishing costs:</b>	The costs and expenses of launching this Fund are estimated to be approximately US\$ 50,000 and will be borne by, and payable out of the assets of this Fund and will be amortised on a straight line basis over 5 years from the launch date of this Fund.
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	<b>Class B Shares</b>	<b>Class D Shares</b>	<b>Class I Shares</b>	<b>Class S Shares</b>
<b>Initial Offer Price</b>	US\$100	US\$100	US\$100	US\$100
<b>Minimum Initial Subscription*</b>	US\$10,000,000	US\$200,000	US\$200,000	N/A
<b>Minimum Additional Subscriptions</b>	US\$1,000,000	US\$100,000	US\$100,000	N/A
<b>Management Company Fee</b>	up to 0.75% per annum	up to 0.60% per annum	up to 1.25% per annum	N/A
<b>Maximum Aggregate Fee Level**</b>	up to 1.00% per annum	up to 0.85% per annum	up to 1.50% per annum	N/A
<b>Dilution Levy</b>	up to 1%	up to 1%	up to 1%	up to 1%

\*In the event of a conflict between the Minimum Initial Subscription and the minimum subscription required by the laws and/or regulations of a particular country, the minimum subscription required by such laws and/or regulations shall prevail if higher. Investors should refer to the section of the Prospectus headed "Important Information" which may refer to the alternative minimum subscription requirement for investors from a particular country.

\*\*The maximum aggregate fee level for each Class includes the fees payable to the Management Company, the Administrator, the Depositary, the Investment Manager, the Shariah Advisors and the Shariah Auditor (excluding out of pocket expenses and transaction based fees). This maximum aggregate fee level cannot be construed in any manner as a cap on fees charged to the Fund. The Fund may also be subject to commitments, subscription and management fees paid to underlying funds. The Board shall use reasonable endeavours to limit such costs and expenses. These fees will be in addition to the other fees and expenses which the Fund bears directly with its own operation and as a result the operating expenses of the Fund may be higher than those of traditional investment funds.



## SUPPLEMENT 2: SC TREASURY FUND

The information contained in this Supplement relates to the SEDCO Capital Global Funds - SC Treasury Fund and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Liquid Strategy Funds Risk Factors". The Fund is a Liquid Strategy Fund for the purposes of this Prospectus.

<b>Name of Fund:</b>	SC Treasury Fund
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital)  The Office Tower, 2<sup>nd</sup> Floor,  Red Sea Mall, King Abdulaziz Road,  P. O. Box 13396,  Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority.</p>
<b>Investment Objective:</b>	<p>The investment objective of the Fund aims to achieve capital appreciation consistent with maintaining liquidity and preserving capital through investing mainly in the Gulf Cooperation Council (GCC) in low-risk investment instruments that would provide capital protection in a manner which is compliant with Shariah rules and is socially responsible.</p> <p>There is however no guarantee that the target return can be achieved.</p>
<b>Investment Policy:</b>	<p>The Fund will follow a feeder strategy and accordingly at least 85% and up to 100% of the assets of the Fund may be invested in SEDCO Capital Treasury Money Market Fund, which is an open-ended private placement investment fund (the "<b>Underlying Fund</b>") registered in Kingdom of Saudi Arabia and supervised by the Saudi Arabian Capital Market Authority. The Underlying Fund is managed by SEDCO Capital. The depositary and administrator of the Underlying Fund is Saudi Fransi Capital, and is authorised and regulated by the Saudi Arabian Capital Market Authority with head office at Legend Tower, 4<sup>th</sup> floor, P.O.Box 23454, Riyadh 11426, Kingdom of Saudi Arabia.</p> <p>The Fund may invest, at the discretion of the Investment Manager and on an ancillary basis, in Shariah compliant money market funds, cash, cash-equivalents or other eligible investments, in accordance with the Shariah Investment Guidelines, including any suitable Liquid Strategy Fund offered by the Company and/or any other instrument.</p>
<b>Investment Policy of the Underlying Fund:</b>	<p>The Underlying Fund's investment strategy may be summarized as follows:</p> <ol style="list-style-type: none"> <li>1. The Underlying Fund intends to invest in sukuk, bank deposits, structured notes, swaps, futures, forward contracts and other low-risk, highly-liquid Shariah-compliant assets, securities, investment funds and other instruments. The Underlying Fund intends to invest</li> </ol>

	<p>in the GCC and the wider MENA region as well as Turkey, Indonesia and Malaysia; provided that at least 66% shall be invested in the GCC. Through implementing the investment strategy, the Underlying Fund will seek to outperform the 30-day moving average of 1-month Saudi Arabian Interbank Bid Rate (SIBID).</p> <ol style="list-style-type: none"> <li>2. Each sukuk (and sukuk issuer) in which the Underlying Fund invests shall be rated as investment grade by international rating agencies such as S&amp;P, Moody's or Fitch. Each murabaha counterparty and issuer with whom the Underlying Fund engages must have at least a short-term rating of A-3 from S&amp;P, P-3 from Moody's or F3 by Fitch.</li> <li>3. The investment process will be based on market research and available opportunities, and all investment decisions will be made in light of detailed and in-depth research and analysis.</li> <li>4. The Underlying Fund may not lend to any person, but it may acquire Shariah compliant debt instruments. The Underlying Fund may not assume, guarantee, endorse or otherwise become directly or indirectly liable for any obligation or indebtedness of any person. The Underlying Fund may obtain Shariah-compliant debt financing (including from the Underlying Fund's manager or its affiliates), provided such borrowing cannot exceed 10% of its Net Asset Value. Such borrowing may be subject to prevailing Shariah borrowing fees, which shall be borne by the Underlying Fund.</li> <li>5. At least 80% of the Underlying Fund's investments shall be in securities denominated in US Dollars or in currencies pegged to the US Dollar.</li> </ol>
<b>Investment Style:</b>	The Fund will pursue a feeder investment strategy.
<b>Benchmark Indication:</b>	<p>For the avoidance of doubt, the Benchmark is used for performance measurement purposes is the 30-day moving average of 1-month Saudi Arabian Interbank Bid Rate (SIBID) (Bloomberg Ticker: SAID1M) and it should therefore under no circumstances be considered as indicative of a specific investment style or strategy. The Company may without prior notice, change the Benchmark.</p> <p>Information on the Benchmark is available at the registered office of the Company.</p>
<b>Business Day:</b>	Any day on which banks are open for business in New York, Luxembourg and Jeddah collectively.
<b>Valuation Day:</b>	Each Dealing Day.
<b>Dealing Day:</b>	Every Business Day.

<b>Dealing Request Deadline:</b>	<p>03:00 p.m. (Luxembourg time) 3 Business days preceding the relevant Dealing Day for subscription.</p> <p>03:00 p.m. (Luxembourg time) 5 Business days preceding the relevant Dealing Day for redemption.</p>
<b>Deferred Redemptions:</b>	<p>By derogation from sub-section Deferred Redemptions of the general part of the Prospectus, in the event that redemption requests are received for redemption of Shares representing in aggregate more than 5 per cent of the total net assets of the Fund, the Fund is entitled to reduce the requests rateably and <i>pro rata</i> amongst all Shareholders seeking to redeem Shares on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 5 per cent of the total net assets of the Fund. Shares which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests themselves exceed 5 per cent of the total net assets of the Fund).</p>
<b>Duration:</b>	The Fund is established for an unlimited duration.
<b>Listing:</b>	It is not currently intended to list the Shares of the Fund on any stock exchange.
<b>Establishing costs:</b>	The costs and expenses of launching this Fund are estimated to be approximately US\$ 15,000.00 and will be borne by, and payable out of the assets of this Fund and will be amortised on a straight line basis over 5 years from the launch date of this Fund.
<b>Share Classes and types of Shares:</b>	<p><u>Class D Shares</u>: this Class is reserved for Eligible Investors.</p> <p><u>Class S Shares</u>: this Class is reserved to Eligible Investors having entered into an appropriate agreement with the Management Company and is subject to an alternative charging structure.</p> <p><u>Class M Shares</u>: this Class is a distribution Class reserved for Eligible Investors. Interim dividends determined by the Investment Manager (by delegation from the Board) may be distributed to the shareholders of Class M on a quarterly basis or at any other frequency determined by the Investment Manager.</p>
<b>Base currency:</b>	US Dollars
<b>Shareholders of the Fund will not be Shareholders of the Underlying Fund:</b>	<p>The Fund will be an investor in the Underlying Fund, entitled to the rights of a shareholder under Saudi Arabian law and the constitutional documents of the Underlying Fund and any amendments thereto. Investors in the Fund, however, do not thereby become shareholders of the Underlying Fund and will not have rights as shareholders of the Underlying Fund. Rather, investors in the Fund will have rights as Shareholders of the Fund.</p>

<b>Material Contract:</b>	The constitutional documents, as well as any further information (e.g. past performance, annual report, etc.) on the Underlying Fund may be obtained by prospective investors upon request free of charge from the registered office of the Company.
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	<b>Class D Shares</b>	<b>Class S Shares</b>	<b>Class M Shares</b>
<b>Initial Offer Price</b>	US\$100	US\$100	US\$100
<b>Minimum Initial Subscription*</b>	US\$200,000	N/A	US\$200,000
<b>Minimum Additional Subscriptions</b>	US\$100,000	N/A	US\$100,000
<b>Management Company Fee</b>	N/A	N/A	N/A
<b>Maximum Aggregate Fee Level**</b>	up to 0.35% per annum	N/A	up to 0.35% per annum
<b>Dilution Levy</b>	up to 1%	up to 1%	up to 1%

\*In the event of a conflict between the Minimum Initial Subscription and the minimum subscription required by the laws and/or regulations of a particular country, the minimum subscription required by such laws and/or regulations shall prevail if higher. Investors should refer to the section of the Prospectus headed "Important Information" which may refer to the alternative minimum subscription requirement for investors from a particular country.

\*\*The maximum aggregate fee level for each Class includes the fees payable to the Management Company, the Administrator, the Depositary, the Investment Manager, the Shariah Advisors and the Shariah Auditor (excluding out of pocket expenses and transaction based fees). This maximum aggregate fee level cannot be construed in any manner as a cap on fees charged to the Fund.

### SUPPLEMENT 3: SC SAUDI IPO FEEDER FUND

The information contained in this Supplement relates to the SEDCO Capital Global Funds - SC Saudi IPO Feeder Fund and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Liquid Strategy Funds Risk Factors". The Fund is a Liquid Strategy Fund for the purposes of this Prospectus.

<b>Name of Fund:</b>	SC SAUDI IPO FEEDER FUND
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital)  The Office Tower, 2<sup>nd</sup> Floor,  Red Sea Mall, King Abdulaziz Road,  P. O. Box 13396,  Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority License No. (11157-37).</p>
<b>Investment Objective:</b>	<p>The investment objective of the Fund aims to achieve via the Underlying Fund (as defined below) capital growth in the medium to long term by investing in initial public offerings ("IPOs") and rights issues of companies listed on the Saudi stock market, including the primary Saudi financial market in the Kingdom of Saudi Arabia (the "Main Market")("Tadawul") and the market parallel to the Main Market (the "Parallel Market") ("Nomu"), in compliance with the Shariah Guidelines and Controls approved by the Fund's Shariah supervisory committee.</p>
<b>Investment Policy</b>	<p>The Fund will follow a feeder strategy and accordingly up to 100% of the assets of the Fund may be invested in SEDCO Capital IPO Fund, which is an open-ended public investment fund (the "<b>Underlying Fund</b>") registered in Kingdom of Saudi Arabia and supervised by the Saudi Arabian Capital Market Authority. The Underlying Fund is managed by SEDCO Capital. The depositary and administrator of the Underlying Fund is Saudi Fransi Capital, and is authorised and regulated by the Saudi Arabian Capital Market Authority with head office at Legend Tower, 4<sup>th</sup> floor, P.O.Box 23454, Riyadh 11426, Kingdom of Saudi Arabia.</p>

<p><b>Investment Policy and Practices of the Underlying Fund:</b></p>	<p>The Underlying Fund's investment strategy may be summarized as follows:</p> <ol style="list-style-type: none"> <li>1. The Underlying Fund primarily invests its assets in shares of companies listed on Saudi stock market that comply with the Shariah Guidelines, across various size and sectors.</li> </ol> <p>To achieve its objectives, the Underlying Fund may also invest the following:</p> <ul style="list-style-type: none"> <li>- initial public offerings (IPOs) of companies listed on the Saudi stock market, including the main market and the parallel market;</li> <li>- rights issues of companies listed on the Saudi stock market;</li> <li>- IPOs of REITs;</li> <li>- money market transactions that comply with the Shariah Guidelines and controls approved by the Underlying Fund's Shariah supervisory committee, executed by a party regulated by the Saudi Central Bank or a similar regulatory authority outside Saudi Arabia. These transactions must be issued by counterparties with an investment-grade credit rating according to the Underlying Fund manager's assessment. The counterparties involved in money market transactions in which the Underlying Fund invests, or their issuers, must be rated by international rating agencies (such as Standard &amp; Poor's, Moody's, Fitch) or local agencies, with a long-term or short-term credit rating of no less than investment grade (BBB or its equivalent, or higher). The Underlying Fund's manager does not intend to invest with counterparties below investment grade. In all cases, the Underlying Fund will not invest in unrated financial instruments.</li> <li>- Sukuk that comply with the Shariah Guidelines and controls approved by the Underlying Fund's Shariah supervisory committee, issued by counterparties with an investment-grade credit rating according to the Underlying Fund's manager assessment. The sukuk issues and counterparties in which the Underlying Fund invests, or their issuers, must be rated by international rating agencies (such as Standard &amp; Poor's, Moody's, Fitch) or local agencies, with a long-term or short-term credit rating of no less than investment grade (BBB or its equivalent, or higher). The Underlying Fund's manager does not intend to invest in sukuk issues or with</li> </ul>
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	<p>counterparties below investment grade. In all cases, the Underlying Fund will not invest in unrated sukuk issues.</p> <p>2. Under normal circumstances, the Underlying Fund will not hold cash liquidity and money market transactions/money market funds exceeding 40% of the Underlying Fund's net asset value. However, this percentage may be increased to up to 100% of the Underlying Fund's net asset value in certain situations, such as the sale of some assets until the cash liquidity is reinvested, at the beginning of the Underlying Fund's period until investment opportunities are identified and available cash is invested, or in exceptional cases such as economic crisis, force majeure events, the absence of IPOs in the market, among others.</p> <p>3. The investment process will be based on research tools and focuses on companies with strong fundamentals and promising long-term potential. The investment decision-making process begins by identifying suitable companies through financial analysts' recommendations. This is followed by conducting quantitative analysis based on key indicators such as price-to-earnings ratio, price-to-book ratio, dividend yield, return on equity, and others. Afterward, a comprehensive qualitative analysis is performed to evaluate each company individually, understand its future trends, and determine a fair stock valuation. The Underlying Fund manager then starts asset allocation, considering the relative weights of companies in the benchmark index, risk requirements, market trends, economic and political conditions, and their suitability for the Underlying Fund's objectives. This process aims to create an optimal asset mix for the Underlying Fund to minimize risks.</p> <p>The Underlying Fund complies with similar diversifications rules as the one applicable to the Company pursuant to CSSF Circular 07/309.</p>
<b>Specific Risks</b>	<p>Specific liquidity risk:</p> <p>The Underlying Fund may invest in small cap names with low market liquidity. Liquidity can fluctuate. Capital may be locked up for IPO commitments. There may be overallocation of IPO shares if market demand decreases. In adverse conditions, these factors may not be fully mitigated by the liquidity mechanisms such as notice period, deferred redemptions of 5% of NAV per dealing day or dilution levy. In such situations, the fund may use mitigation mechanisms such as temporarily suspend NAVs or in-specie redemptions.</p>

	<p>NAV calculation considerations:</p> <p>The Fund will rely on the calculation and publication of the net asset value of the Underlying Fund in the calculation of the Net Asset Value of the Fund. Accordingly, any delay, suspension or inaccuracy in the calculation of the net asset value of the Underlying Fund will directly impact on the calculation of the Net Asset Value of the Fund.</p>
<b>Investment Style:</b>	The Fund will pursue a feeder investment strategy.
<b>Benchmark Indication:</b>	<p>The Benchmark for the Underlying Fund is SC Saudi IPO Total Return Index. This benchmark is calculated by the Investment Manager according to the index calculation mechanism.</p> <p>Benchmark calculation methodology:</p> <p>The Benchmark of the Fund is internally calculated and includes total return of all the IPOs in Main market and Parallel Market after the inception of the Benchmark. IPOs will be added to the Benchmark on the day of listing at IPO price and exit after 3 years. Each Main Market's IPO gets 3% weight and Parallel Market's IPO gets 1% weight at entry through proportional weight displacement of other constituents. The weight of each listed company in the Benchmark would be capped at 20%. Benchmark rebalancing happens on a monthly basis to ensure that the Benchmark abide by all of its guidelines.</p> <p>For the avoidance of doubt, the Benchmark can be used for performance measurement purposes at the level of the Fund. It should therefore under no circumstances be considered as indicative of a specific investment style or strategy. The Company may without prior notice, change the Benchmark.</p>
<b>Business Day:</b>	Any day on which banks are open for business in, Luxembourg and Jeddah collectively.
<b>Valuation Day:</b>	Each Dealing Day.
<b>Dealing Day:</b>	Every Business Day.



<b>Dealing Request Deadline:</b>	<p>03:00 p.m. (Luxembourg time) on the Business Day preceding the relevant Dealing Day for subscription.</p> <p>03:00 p.m. (Luxembourg time) on the Business Day preceding the relevant Dealing Day for redemption.</p>
<b>Redemption Settlement:</b>	Payment of Redemption Price will be made seven Business Days after the relevant Dealing Day.
<b>Deferred Redemptions:</b>	By derogation from sub-section Deferred Redemptions of the general part of the Prospectus, in the event that redemption requests are received for redemption of Shares representing in aggregate more than 5 per cent of the total net assets of the Fund, the Fund is entitled to reduce the requests rateably and <i>pro rata</i> amongst all Shareholders seeking to redeem Shares on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 5 per cent of the total net assets of the Fund. Shares which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests themselves exceed 5 per cent of the total net assets of the Fund).
<b>Duration:</b>	The Fund is established for an unlimited duration.
<b>Listing:</b>	It is not currently intended to list the Shares of the Fund on any stock exchange.
<b>Establishing costs:</b>	The costs and expenses of launching this Fund are estimated to be approximately US\$ 20.000 and will be borne by, and payable out of the assets of this Fund and will be amortised on a straight line basis over 5 years from the launch date of this Fund.
<b>Share Classes and types of Shares:</b>	<p><u>Class D Shares</u>: this Class is reserved for Eligible Investors.</p> <p><u>Class S Shares</u>: this Class is reserved to Eligible Investors having entered into an appropriate agreement with the Management Company and is subject to an alternative charging structure.</p>
<b>Base currency:</b>	US Dollars

<b>Shareholders of the Fund will not be Shareholders of the Underlying Fund:</b>	The Fund will be an investor in the Underlying Fund, entitled to the rights of a shareholder under Saudi Arabian law and the constitutional documents of the Underlying Fund and any amendments thereto. Investors in the Fund, however, do not thereby become shareholders of the Underlying Fund and will not have rights as shareholders of the Underlying Fund. Rather, investors in the Fund will have rights as Shareholders of the Fund.
<b>Material Contract:</b>	The constitutional documents, as well as any further information (e.g. past performance, annual report, etc.) on the Underlying Fund may be obtained by prospective investors upon request free of charge from the registered office of the Company.

	<b>Class D Shares</b>	<b>Class S Shares</b>
<b>Initial Offer Price</b>	US\$100	US\$100
<b>Minimum Initial Subscription*</b>	US\$200,000	N/A
<b>Minimum Additional Subscriptions</b>	US\$100,000	N/A
<b>Management Company Fee</b>	N/A	N/A
<b>Maximum Aggregate Fee Level**</b>	up to 0.35% per annum	N/A
<b>Dilution Levy</b>	up to 1%	up to 1%

\*In the event of a conflict between the Minimum Initial Subscription and the minimum subscription required by the laws and/or regulations of a particular country, the minimum subscription required by such laws and/or regulations shall prevail if higher. Investors should refer to the section of the Prospectus headed "Important Information" which may refer to the alternative minimum subscription requirement for investors from a particular country.

\*\*The maximum aggregate fee level for each Class includes the fees payable to the Management Company, the Administrator, the Depositary, the Investment Manager, the Shariah Advisors and the Shariah Auditor (excluding out of pocket expenses and transaction based fees) This maximum aggregate fee level cannot be construed in any manner as a cap on fees charged to the Fund.

## **APPENDIX 2: ILLIQUID STRATEGY FUNDS SUPPLEMENTS**

### **SUPPLEMENT 1: SC FUND OF PRIVATE EQUITY FUNDS 1**

The information contained in this Supplement relates to the SEDCO Capital Global Funds - SC Fund of Private Equity Funds 1 and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Illiquid Strategy Funds Risk Factors".

Subscription to the Shares of the Fund is restricted and the Board reserves the right to reject, in its sole and absolute discretion, in whole or in part, any direct or indirect application for Shares.

The Fund is an Illiquid Strategy Fund for the purposes of this Prospectus. Accordingly, Investors' attention is drawn to provisions of the Prospectus which relate specifically to Illiquid Strategy Funds.

<b>Name of Fund:</b>	SC Fund of Private Equity Funds 1
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital) The Office Tower, 2<sup>nd</sup> Floor, Red Sea Mall, King Abdulaziz Road, P. O. Box 13396, Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority.</p>
<b>Investment Objective:</b>	<p>The investment objective of the Fund is to create long term appreciation of capital at an acceptable level of risk through investing opportunistically in a diversified portfolio of private equity funds and unlisted securities.</p> <p>The Fund will seek to generate attractive risk-adjusted returns. Through a disciplined and opportunistic approach to private equity investing, the Fund will seek to realize aggregate long-term compounded returns of 3 per cent per annum in excess of those available from investing in a diversified small cap public equity portfolio. This level of incremental return is intended to compensate for the inherent illiquidity and long term nature of the asset class.</p> <p>There is however no guarantee that the target return can be achieved.</p>
<b>Investment Policy:</b>	The Fund aims to identify and select attractive growth capital investments from a broad and global spectrum of private equity investment funds.
<b>Investment Style:</b>	The Fund will pursue a diversified Fund of Funds Strategy.
<b>Shariah Compliance:</b>	The Fund will comply with the Shariah Investment Guidelines.

<b>Type of Investments:</b>	The Investment Manager will use its expertise and global network to create a diversified portfolio across general partners (" <b>GPs</b> "), companies, industries, stages of development and investment cycles.
	Investments will be made in the form of participations in limited partnerships (" <b>LP Structures</b> "); general partnerships (" <b>GP Structures</b> "); investments in single companies alongside GP Structures or LP Structures (" <b>Co-Investments</b> "); and private investments in companies that are listed on recognized stock exchanges (" <b>PIPEs</b> ") or private investments in unlisted companies, together defined as (" <b>Direct Investments</b> ").
<b>Diversification:</b>	<p><i>by Type of Investment:</i></p> <p>The investment policy and strategy at the inception of the Fund has been developed and refined over 15 years, through several business cycles and investment environments. The Fund is expected over time to focus on all types of private equity investments with an emphasis on companies in their venture, growth or expansion phase. Investments will be made in the following forms and percentages of the total Commitment amount, as the latter may evolve from time to time ("Total Commitment"):</p> <ol style="list-style-type: none"> <li>1. Participations in LP Structures and GP Structures: up to 100% of the Total Commitment;</li> <li>2. Co-Investments: up to 25% of the Total Commitment;</li> <li>3. Direct Investments: up to 25% of the Total Commitment;</li> <li>4. Units in other Funds investing in private equity investments: limits as set in 1, 2 and 3 above will apply on the underlying investment of each Funds; and</li> <li>5. Units in other Funds investing in cash, cash equivalent or fixed income liquid strategies: up to 5% of the Total Commitment.</li> </ol> <p><i>by Industry Sector:</i></p> <p>The Fund will seek to partner with leading GPs who have significant operational experience and are looking to finance high quality ideas, entrepreneurs and companies. The majority of these companies are expected to focus on, without limitation, the following sectors: oil and gas services, healthcare, technology, automotive, industrial, construction, education and business services, industrial and solar energy, consumer verticals, media and communications, timber, agribusiness, as well as infrastructure.</p>

	<p><i>by Geography:</i></p> <p>The Fund is expected over time to diversify holdings and commitments across the following regions: North America, Europe, developed Asia Pacific and the emerging markets. The allocation to each region will depend on the Investment Manager's outlook on the global private equity universe, which may be revised from time to time. The Fund's geographic allocation will not be bound to any specific region or any pre-set regional limits. The Investment Manager is expected to have access to investment opportunities in different regions where it deems appropriate.</p>
<b>Net Capital Deployed</b>	The aggregate capital deployed (including fees and expenses) in all the Fund's investments less the aggregate capital portion received through distributions from all the Fund's investments is hereby defined as the "Net Capital Deployed".
<b>Concentration Limits:</b>	<p>The maximum investment in any new single Direct Investment and/or - Co-Investment - is the lesser of US\$ 10 Million and 5% of the difference between the Maximum Commitment and the Net Capital Deployed outstanding at the time of the investment is made.</p> <p>The maximum commitment to any new single fund or GP Structure or LP Structure is the lesser of US\$ 30 Million and 15% of the difference between the Maximum Commitment (as defined below) and the Net Capital Deployed outstanding at the time of that commitment is made. Exceptions to these limits may be allowed at the discretion of the Board.</p>

#### **Cash Balance and Excess Cash:**

<b>Cash Balances:</b>	The Fund intends to keep a minimum amount of cash, for liquidity purposes, equal to 10% of the difference between the aggregate of Commitments made in all the Fund's investments and the Net Capital Deployed, as calculated at the end of each quarter by the Administrator and subject to the discretion of the Investment Manager (the " <b>Total Undrawn Commitment</b> ").
<b>Distribution to Paid In (DPI) Capital Target:</b>	The Fund will seek to be self-sufficient over time so that distributions received from older vintage investments will fund capital calls of newer vintages. The Fund seeks to achieve and maintain a distributed over paid-in capital (" <b>DPI</b> ") ratio of between 1.1 and 1.2 over time.
<b>Idle Cash:</b>	The Investment Manager has discretion (i) to invest the Cash Balance, together with any other non-invested cash in excess of the Cash Balance in a Shariah compliant money market fund or instrument of his choice, in accordance with the Shariah Investment Guidelines, including any suitable Liquid Strategy Fund offered by the Company and/or any other instrument or (ii) to use any non-invested cash in excess of the Cash Balance to repurchase Shares, as further described under "Cash Balance Repurchase of Shares" below.

### **Commitments and Drawdowns:**

<b>Maximum Commitment:</b>	<p>The Directors shall ensure that the undrawn commitment of the Fund's underlying private equity investments shall be covered from time to time by the Undrawn Commitments of its Shareholders.</p> <p>Shareholders may request from time to time to increase their Commitment by submitting an additional Subscription Agreement to the Company. If approved by the Directors at their absolute discretion, the Investment Manager and/or the Directors will communicate to the Shareholders an approximate timetable for implementing the requested increase.</p> <p>Shareholders may also request from time to time to decrease their Commitment through a Reduction of Commitment as described below.</p>
<b>Initial Closing:</b>	<p>The Initial Closing will be decided by the Company's Directors at their discretion.</p>
<b>Closings:</b>	<p>The Directors may, at their sole discretion, decide further Closings at any time.</p> <p>Unless otherwise determined by the Directors at their absolute discretion, each investor applying to make a Commitment shall be required to contribute 10 per cent of its Commitment to the Company (the "<b>Initial Drawdown</b>") at the Closing following the Company's acceptance of such applicant's Subscription Agreement. Shares will be issued in accordance with the procedure described under "Issue of Shares following Closings and Drawdowns" below. The amount of the Initial Drawdown will be deducted from the Undrawn Commitment.</p> <p>In addition to their respective amount of Initial Drawdown, new investors making Commitments at a Subsequent Closing will be subject to a Drawdown in an amount equivalent to their pro rata portion of the total Commitment already drawdown from existing Shareholders.</p>
<b>Drawdown Commitment:</b>	<p>In the event the amount of the Cash Balance falls below 10% of the Total Undrawn Commitment at any time, each Shareholder shall be required to contribute all or part of its Undrawn Commitment to the Company so as to maintain a minimum amount of cash in the Cash Balance equal to 10% of the Total Undrawn Commitment. The Board shall provide each Shareholder with a written notice of each occasion on which it is required to make an advance of its Undrawn Commitment (a "<b>Drawdown Notice</b>") at least 7 calendar days prior to the date on which such Commitment is due and payable.</p>

	<p>In addition to any other obligations to make capital contributions, Shareholders may at any time be required to make capital contributions and to return distributions previously received to the Fund (i) to satisfy any obligations (including, recontribution obligations) under any agreement entered into by the Fund in the context of any portfolio investment, or (ii) to meet any other of the Fund's indemnification and other obligations, or (iii) to pay any fees and expenses related to the Fund.</p>
<p><b>Issue of Shares following Closings and Drawdowns:</b></p>	<p><i>First Drawdown</i></p> <p>Upon the payment of the Initial Drawdown, Shares will be issued at the Initial Offer Price (as defined below).</p> <p><i>Subsequent Drawdowns</i></p> <p>In respect of Drawdowns subsequent to the Initial Drawdown, Shares will be issued at a price equal to the Net Asset Value per Share as at the Valuation Day immediately preceding the relevant Drawdown. In respect of Drawdowns following any Subsequent Closing, Shares will be issued at the Initial Offer Price in the event the applicable Net Asset Value per Share is below the Initial Offer Price.</p>
	<p>If the Board of Directors determines, based on the advice available to it, that the Net Asset Value of the Fund has materially changed between the previous Valuation Day and the date of the relevant Closing or Drawdown (as applicable), the Board of Directors may at its discretion take such corrective action, if any, as it deems appropriate, to ensure that the Shares will be valued at their fair value as determined in good faith.</p>

#### **Redemptions, Repurchase of Shares and Commitment Reduction**

<p><b>Capital Redemptions:</b></p>	<p>Shareholders may redeem their Shares, out of the Funds' investments (excluding any excess Cash Balances) upon submitting a request in writing to the Administrator.</p> <p>The Fund invests in illiquid investments with maturities of up to 12 years. The attention of prospective investors and Shareholders is drawn to the fact that the investments of the Fund will be long-term and of an illiquid nature. Redemption proceeds may not be received until the last investment in the Fund's portfolio is fully realised, which may occur over a period of 12 years or more after the redemption request.</p>
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	<p>In accordance with the heading "Redemptions - Illiquid Strategy Funds - Settlement" above, the Board may elect to sell assets to meet redemption requests. If the Board exercises this option, payment will be made forthwith upon completion of the sales and the receipt by the Company of the proceeds of sale in freely convertible currency. Receipt of the sale proceeds by the Company may however be delayed and the amount ultimately received may not necessarily reflect the Net Asset Value per Share calculated as at the relevant Valuation Day for which the redemption request was received. The Redemption Price payable to the redeeming Shareholder will be based on the Net Asset Value per Share of the relevant Class as at the Valuation Day on which the redemption is actually dealt with less any amount determined by the Board to ensure economic fairness between all Shareholders, taking into consideration any costs and expenses associated with the sales of the assets.</p> <p>In the event that redemption requests are received for redemption of Shares representing in aggregate more than 10 per cent of the total net assets of a Fund (excluding any excess Cash Balances), the Fund is entitled to reduce the requests rateably and <i>pro rata</i> amongst all Shareholders seeking to redeem Shares on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 10 per cent of the total net assets of a Fund (excluding any excess Cash Balances). Shares which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests themselves exceed 10 per cent of the total net assets of a Fund (excluding any excess Cash Balances)).</p> <p>Deferred requests for the redemption of Shares will have priority over redemption requests in respect of Shares which have been received in respect of that Dealing Day. Notwithstanding the foregoing, all redemptions of Shares which have been deferred may also be suspended in the circumstances described under the heading "Temporary suspension of Net Asset Value calculations" below. Shares will be redeemed at the Redemption Price prevailing as at the Dealing Day on which they are redeemed.</p> <p>The Directors intend not to exercise their powers to defer redemptions except to the extent they consider that existing Shareholders would otherwise be materially prejudiced or that such exercise is necessary to comply with applicable law or regulation.</p>
<b>Redemption Procedure:</b>	<p>General</p> <p>Shareholders should send a complete redemption request to the Administrator. A Shareholder requesting the redemption of Shares on a given Dealing Day must submit its completed redemption request so as to be received by the Administrator no later than the relevant Dealing Request Deadline, failing which the redemption request will be held over until the next Dealing Day, and Shares will be redeemed at the Redemption Price applicable on that relevant Dealing Day. Redemption requests may be submitted to the Administrator by facsimile or any other means of transmission acceptable to the Company and the Administrator.</p>



If the amount stated in the redemption request received by the Administrator exceeds the number of Shares held by the relevant Shareholder when applying the latest available Net Asset Value, such redemption request will be considered as a redemption request for all the Shares held by such Shareholder. If, as a result of a partial redemption of Shares, the aggregate Net Asset Value of the remaining Shares of a Class (if issued) retained by the Shareholder would be less than the relevant Minimum Holding, the Company may redeem all the Shares of the relevant Class or convert the Shares into another Class of the same Fund with a lower Minimum Holding. Shares redeemed will be cancelled.

#### Redemption Price

The Redemption Price per Share will be based on the Net Asset Value per Share of the relevant Class as at the relevant Valuation Day less any applicable charges and/or percentage as the Directors shall determine in their absolute discretion. Any such reduction will be retained by the Company for the benefit of the relevant Class.

#### Settlement

Payment of Redemption Price will normally be made in cash. Payment will be made in the currency of denomination of the Shares by bank transfer in accordance with instructions given by the redeeming Shareholder to the Administrator and at the Shareholder's risk and cost.

The Board may elect to sell assets to meet redemption requests. If the Board exercises this option, payment will be made forthwith upon completion of the sales and the receipt by the Company of the proceeds of sale in freely convertible currency. Receipt of the sale proceeds by the Company may however be delayed and the amount ultimately received may not necessarily reflect the Net Asset Value per Share calculated as at the relevant Valuation Day for which the redemption request was received. The Redemption Price payable to the redeeming Shareholder will be based on the Net Asset Value per Share of the relevant Class as at the Valuation Day on which the redemption is actually dealt with less any amount determined by the Board to ensure economic fairness between all Shareholders, taking into consideration any costs and expenses associated with the sales of the assets.

In the same circumstances as those referred to in the foregoing paragraph, the Board may consider the creation of side pockets via any means authorised pursuant to applicable rules and regulations, as the case may be subject to prior clearance from the CSSF.

As of the relevant Dealing Day, Shareholders having redeemed Shares will be treated as creditors for the Redemption Price of the redeemed Shares, and will rank accordingly in the priority of the Company's creditors. Furthermore, during this period, investors will not have rights as a Shareholder, save the right to receive the Redemption Price and any dividend which has been declared in respect of their Shares prior to the relevant Dealing Day and, in particular, will not have the right to receive notice of, attend or vote at any meetings of the Company.

	<p>Suspension</p> <p>The Directors may declare a suspension of the redemption of Shares in certain circumstances as described under "Temporary suspension of Net Asset Value calculations". No Shares will be redeemed during any such period of suspension.</p>
<b>Cash Balance Repurchase of Shares:</b>	<p>The Board of Directors, upon consultation with the Investment Manager, may from time to time use any non-invested cash in excess of the Cash Balance to repurchase Shares from each Shareholder on a pro-rata basis.</p>
<b>Reduction of Commitment:</b>	<p>Shareholders will be able to reduce their Commitment by submitting a request in writing to the Company. The Directors, at their sole and entire discretion and upon consultation with the Investment Manager, may but are not obliged, to consent to reduce such Commitment. Reduction of Commitment will only be accepted by the Board as long as, in the Board's opinion, such reduction will not put the Fund at risk.</p>

### **Distributions**

<b>Distributions:</b>	<p>Distributions may be made at the discretion of the Directors in respect of one or more Classes of Shares of an Illiquid Strategy Fund.</p> <p>The Directors, upon consultation with the Investment Manager, may determine to make distributions, taking into account the interest of the Fund. It is the current intention of the Directors that Distributions will generally be made by way of repurchase of Shares. However, the Board of Directors may at its discretion effect distributions by way of dividend payable in respect of the Classes of Shares held at the time of distribution. Distributable proceeds in respect of the repurchase of Shares and any dividend payments will be remitted to the bank account of each relevant Shareholder as set out in each Shareholder's Subscription Agreement.</p>
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### **Share Dealing and Additional Information**

<b>Duration:</b>	<p>The Fund is established for an unlimited duration.</p>
<b>Listing:</b>	<p>It is not currently intended to list the Shares of the Fund on any stock exchange.</p>
<b>Share Class:</b>	<p>Class A Shares and Class S Shares.</p>
<b>Base Currency:</b>	<p>US Dollars</p>
<b>Business Day:</b>	<p>Any day on which banks are open for business in London, New York and Luxembourg.</p>

<b>Dealing Day:</b>	The Valuation Day falling on 31 March of each year.
<b>Dealing Request Deadline for redemptions:</b>	11:00 a.m. (Luxembourg time) 12 months preceding the Dealing Day.
<b>Valuation Day:</b>	31 March, 30 June, 30 September and 31 December or such other day or days as the Directors may determine.  The Net Asset Value per Share will generally be available within 3 months of the relevant Valuation Day.
<b>Valuation Methodology:</b>	In addition to the valuation principles provided under section "Net Asset Value" and "Issue of Shares following Closings and Drawdowns" above, the valuation of underlying investment vehicles (such as UCIs) will generally be based on the information provided by or on behalf of such underlying investment vehicles (such as the manager or administrator), in accordance with the valuation principles determined by the Directors, including, but not limited to, fair valuation principles (where such principles are compatible with Lux GAAP).
<b>Establishing costs:</b>	The costs and expenses of launching this Fund are estimated to be approximately US\$ 650,000 and will be borne by, and payable out of the assets of this Fund and will be amortised on a straight line basis over 5 years from the launch date of this Fund.

	<b>Class A Shares</b>	<b>Class S Shares</b>
<b>Initial Offer Price</b>	US\$ 10	US\$ 100
<b>Maximum Aggregate Fee Level*</b>	up to 0.50% per annum of the Net Asset Value of the Fund	N/A
<b>Minimum Commitment</b>	US\$ 50 million	N/A
<b>Minimum Holding</b>	US\$ 30 million	N/A

\*The maximum aggregate fee level for each Class includes the fees payable to the Management Company, the Administrator, the Depositary, the Investment Manager, the Shariah Advisors and the Shariah Auditor (excluding out of pocket expenses). This maximum aggregate fee level cannot be construed in any manner as a cap on fees charged to the Fund.

The Fund may also be subject to commitments and management fees paid to underlying funds (e.g. LP Structures, GP Structures, PIPES and unlisted companies) including carried interest. The Board shall use reasonable endeavours to limit such costs and expenses.

## SUPPLEMENT 2: SC FUND OF PRIVATE EQUITY FUNDS 2

The information contained in this Supplement relates to the SEDCO Capital Global Funds - SC Fund of Private Equity Funds 2 and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Illiquid Strategy Funds Risk Factors".

Subscription to the Shares of the Fund is restricted and the Board reserves the right to reject, in its sole and absolute discretion, in whole or in part, any direct or indirect application for Shares.

The Fund is an Illiquid Strategy Fund for the purposes of this Prospectus. Accordingly, Investors' attention is drawn to provisions of the Prospectus which relate specifically to Illiquid Strategy Funds.

<b>Name of Fund:</b>	SC Fund of Private Equity Funds 2
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital) The Office Tower, 2<sup>nd</sup> Floor, Red Sea Mall, King Abdulaziz Road, P. O. Box 13396, Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority.</p>
<b>Investment Objective:</b>	<p>The investment objective of the Fund is to maintain and enhance the real value of capital over the long term through investing prudently in a diversified portfolio of private equity and unlisted securities.</p> <p>The Fund will seek to generate attractive risk-adjusted returns. The Fund will seek to realize, through a disciplined and prudent approach to private equity investing, aggregate long-term compounded returns of 3 per cent per annum in excess of those available from investing in a diversified small cap public equity portfolio. This level of incremental return is intended to compensate for the inherent illiquidity and long term nature of the asset class.</p> <p>There is however no guarantee that the target return can be achieved.</p>
<b>Investment Policy:</b>	<p>The Fund aims to identify and select attractive growth capital investments from a broad and global spectrum of private equity investment funds with a preference towards global healthcare, education and natural resources opportunities.</p>
<b>Investment Style:</b>	<p>The Fund will pursue a diversified Fund of Funds Strategy.</p>
<b>Shariah Compliance:</b>	<p>The Fund will comply with the Shariah Investment Guidelines.</p>

<b>Type of Investments:</b>	The Investment Manager will use its expertise and global network to create a diversified portfolio across general partners (" <b>GPs</b> "), companies, industries, stages of development and investment cycles.
	Investments will be made in the form of participations in limited partnerships (" <b>LP Structures</b> "); general partnerships (" <b>GP Structures</b> "); investments in single companies alongside GP Structures or LP Structures (" <b>Co-Investments</b> "); and private investments in companies that are listed on recognized stock exchanges (" <b>PIPEs</b> ") or private investments in unlisted companies, together defined as (" <b>Direct Investments</b> ").
<b>Diversification:</b>	<p><i>by Type of Investment:</i></p> <p>The investment policy and strategy at the inception of the Fund has been developed and refined over 15 years, through several business cycles and investment environments. The Fund is expected over time to focus on all types of private equity investments with an emphasis on companies in their venture, growth or expansion phase. Investments will be made in the following forms and percentages of the total Commitment amount:</p> <ol style="list-style-type: none"> <li>1. Participations in LP Structures and GP Structures: up to 100% of the Maximum Commitment (as defined below);</li> <li>2. Co-Investments: up to 25% of the Maximum Commitment;</li> <li>3. Direct Investments: up to 25% of the Maximum Commitment;</li> <li>4. Units in other Funds investing in private equity investments: limits as set in 1, 2 and 3 above will apply on the underlying investment of each Funds; and</li> <li>5. Units in other Funds investing in cash, cash equivalent or fixed income liquid strategies: up to 5% of the Maximum Commitment.</li> </ol> <p><i>by Industry Sector:</i></p> <p>The Fund will seek to partner with leading GPs who have significant operational experience and are looking to finance high quality ideas, entrepreneurs and companies. The majority of these companies are expected to focus on, without limitation, the following sectors: oil and gas services, healthcare, technology, automotive, industrial, construction, education and business services, industrial and solar energy, consumer verticals, media and communications, timber, agribusiness, as well as infrastructure.</p>

	<p><i>by Geography:</i></p> <p>The Fund is expected over time to diversify holdings and commitments across the following regions: North America, Europe, developed Asia Pacific and the emerging markets. The allocation to each region will depend on the Investment Manager's outlook on the global private equity universe, which may be revised from time to time. The Fund's geographic allocation will not be bound to any specific region or any pre-set regional limits. The Investment Manager is expected to have access to investment opportunities in different regions where it deems appropriate.</p>
<b>Net Capital Deployed:</b>	The aggregate capital deployed (including fees and expenses) in all the Fund's investments less the aggregate capital portion received through distributions from all the Fund's investments is hereby defined as the "Net Capital Deployed".
<b>Concentration Limits:</b>	<p>The maximum investment in any new single Direct Investment and/or - Co-Investment - is the lesser of US\$ 3 Million and 5% of the difference between the Maximum Commitment (as defined below) and the Net Capital Deployed outstanding at the time of the investment is made.</p> <p>The maximum commitment to any new single fund or GP Structure or LP Structure is the lesser of US\$ 10 Million and 15% of the difference between the Maximum Commitment and the Net Capital Deployed outstanding at the time of that commitment is made.</p> <p>Exceptions to these limits may be allowed at the discretion of the Board.</p>

### **Cash Balance and Excess Cash**

<b>Cash Balances:</b>	The Fund intends to keep a minimum amount of cash, for liquidity purposes, equal to 10% of the difference between the aggregate of Commitments made in all the Fund's investments and the Net Capital Deployed, as calculated at the end of each quarter by the Administrator and subject to the discretion of the Investment Manager (the " <b>Total Undrawn Commitment</b> ").
<b>Distribution to Paid In (DPI) Capital Target:</b>	The Fund will seek to be self-sufficient over time so that distributions received from older vintage investments will fund capital calls of newer vintages. The Fund seeks to achieve and maintain a distributed over paid-in capital (" <b>DPI</b> ") ratio of between 1.1 and 1.2 over time.
<b>Idle Cash:</b>	The Investment Manager has discretion (i) to invest the Cash Balance, together with any other non-invested cash in excess of the Cash Balance in a Shariah compliant money market fund or instrument of his choice, in accordance with the Shariah Investment Guidelines, including any suitable Liquid Strategy Fund offered by the Company and/or any other instrument or (ii) to use any non-invested cash in excess of the Cash Balance to repurchase Shares, as further described under "Cash Balance Repurchase of Shares" below.

## **Commitments and Drawdowns**

<b>Maximum Commitment:</b>	<p>The Maximum Commitment of the Fund towards its investments shall not exceed US\$ 220 Million.</p> <p>Shareholders may request from time to time to increase their Commitment by submitting an additional Subscription Agreement to the Company. If approved by the Directors at their absolute discretion, the Investment Manager and/or the Directors will communicate to the Shareholders an approximate timetable for implementing the requested increase and the Directors may increase the level of the Maximum Commitment of the Fund.</p> <p>Shareholders may also request from time to time to decrease their Commitment through a Reduction of Commitment as described below.</p>
<b>Initial Closing:</b>	<p>The Initial Closing will be decided by the Company's Directors at their discretion.</p>
<b>Closings:</b>	<p>The Directors may, at their sole discretion, decide further Closings at any time.</p> <p>Unless otherwise determined by the Directors at their absolute discretion, each investor applying to make a Commitment shall be required to contribute 10 per cent of its Commitment to the Company (the "<b>Initial Drawdown</b>") at the Closing following the Company's acceptance of such applicant's Subscription Agreement. Shares will be issued in accordance with the procedure described under "Issue of Shares following Closings and Drawdowns" below. The amount of the Initial Drawdown will be deducted from the Undrawn Commitment.</p> <p>In addition to their respective amount of Initial Drawdown, new investors making Commitments at a Subsequent Closing will be subject to a Drawdown in an amount equivalent to their pro rata portion of the total Commitment already drawdown from existing Shareholders.</p>
<b>Drawdown Commitment:</b>	<p>In the event the amount of the Cash Balance falls below 10% of the Total Undrawn Commitment at any time, each Shareholder shall be required to contribute all or part of its Undrawn Commitment to the Company so as to maintain a minimum amount of cash in the Cash Balance equal to 10% of the Total Undrawn Commitment. The Board shall provide each Shareholder with a written notice of each occasion on which it is required to make an advance of its Undrawn Commitment (a "<b>Drawdown Notice</b>") at least 7 calendar days prior to the date on which such Commitment is due and payable.</p>

	<p>In addition to any other obligations to make capital contributions, Shareholders may at any time be required to make capital contributions and to return distributions previously received to the Fund (i) to satisfy any obligations (including, recontribution obligations) under any agreement entered into by the Fund in the context of any portfolio investment, or (ii) to meet any other of the Fund's indemnification and other obligations, or (iii) to pay any fees and expenses related to the Fund.</p>
<p><b>Issue of Shares following Closings and Drawdowns:</b></p>	<p><i>First Drawdown</i></p> <p>Upon the payment of the Initial Drawdown, Shares will be issued at the Initial Offer Price (as defined below).</p> <p><i>Subsequent Drawdowns</i></p> <p>In respect of Drawdowns subsequent to the Initial Drawdown, Shares will be issued at a price equal to the Net Asset Value per Share as at the Valuation Day immediately preceding the relevant Drawdown. In respect of Drawdowns following any Subsequent Closing, Shares will be issued at the Initial Offer Price in the event the applicable Net Asset Value per Share is below the Initial Offer Price.</p>
	<p>If the Board of Directors determines, based on the advice available to it, that the Net Asset Value of the Fund has materially changed between the previous Valuation Day and the date of the relevant Closing or Drawdown (as applicable), the Board of Directors may at its discretion take such corrective action, if any, as it deems appropriate, to ensure that the Shares will be valued at their fair value as determined in good faith.</p>

#### **Redemptions, Repurchase of Shares and Commitment Reduction**

<p><b>Capital Redemptions:</b></p>	<p>Shareholders may redeem their Shares, out of the Funds' investments (excluding any excess Cash Balances) upon submitting a request in writing to the Administrator.</p> <p>The Fund invests in illiquid investments with maturities of up to 12 years. The attention of prospective investors and Shareholders is drawn to the fact that the investments of the Fund will be long-term and of an illiquid nature. Redemption proceeds may not be received until the last investment in the Fund's portfolio is fully realised, which may occur over a period of 12 years or more after the redemption request.</p>
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	<p>In accordance with the heading "Redemptions - Illiquid Strategy Funds - Settlement" above, the Board may elect to sell assets to meet redemption requests. If the Board exercises this option, payment will be made forthwith upon completion of the sales and the receipt by the Company of the proceeds of sale in freely convertible currency. Receipt of the sale proceeds by the Company may however be delayed and the amount ultimately received may not necessarily reflect the Net Asset Value per Share calculated as at the relevant Valuation Day for which the redemption request was received. The Redemption Price payable to the redeeming Shareholder will be based on the Net Asset Value per Share of the relevant Class as at the Valuation Day on which the redemption is actually dealt with less any amount determined by the Board to ensure economic fairness between all Shareholders, taking into consideration any costs and expenses associated with the sales of the assets.</p> <p>In the event that redemption requests are received for redemption of Shares representing in aggregate more than 10 per cent of the total net assets of a Fund (excluding any excess Cash Balances), the Fund is entitled to reduce the requests rateably and <i>pro rata</i> amongst all Shareholders seeking to redeem Shares on the relevant Dealing Day and carry out only sufficient redemptions which, in aggregate, amount to 10 per cent of the total net assets of a Fund (excluding any excess Cash Balances). Shares which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Dealing Day (subject to further deferral if the deferred requests themselves exceed 10 per cent of the total net assets of a Fund (excluding any excess Cash Balances)).</p> <p>Deferred requests for the redemption of Shares will have priority over redemption requests in respect of Shares which have been received in respect of that Dealing Day. Notwithstanding the foregoing, all redemptions of Shares which have been deferred may also be suspended in the circumstances described under the heading "Temporary suspension of Net Asset Value calculations" below. Shares will be redeemed at the Redemption Price prevailing as at the Dealing Day on which they are redeemed.</p> <p>The Directors intend not to exercise their powers to defer redemptions except to the extent they consider that existing Shareholders would otherwise be materially prejudiced or that such exercise is necessary to comply with applicable law or regulation.</p>
<p><b>Redemption: Procedure:</b></p>	<p><i>General</i></p> <p>Shareholders should send a complete redemption request to the Administrator. A Shareholder requesting the redemption of Shares on a given Dealing Day must submit its completed redemption request so as to be received by the Administrator no later than the relevant Dealing Request Deadline, failing which the redemption request will be held over until the next Dealing Day, and Shares will be redeemed at the Redemption Price applicable on that relevant Dealing Day. Redemption requests may be submitted to the Administrator by facsimile or any other means of transmission acceptable to the Company and the Administrator.</p>

If the amount stated in the redemption request received by the Administrator exceeds the number of Shares held by the relevant Shareholder when applying the latest available Net Asset Value, such redemption request will be considered as a redemption request for all the Shares held by such Shareholder. If, as a result of a partial redemption of Shares, the aggregate Net Asset Value of the remaining Shares of a Class (if issued) retained by the Shareholder would be less than the relevant Minimum Holding, the Company may redeem all the Shares of the relevant Class or convert the Shares into another Class of the same Fund with a lower Minimum Holding. Shares redeemed will be cancelled.

#### *Redemption Price*

The Redemption Price per Share will be based on the Net Asset Value per Share of the relevant Class as at the relevant Valuation Day less any applicable charges and/or percentage as the Directors shall determine in their absolute discretion. Any such reduction will be retained by the Company for the benefit of the relevant Class.

#### *Settlement*

Payment of Redemption Price will normally be made in cash. Payment will be made in the currency of denomination of the Shares by bank transfer in accordance with instructions given by the redeeming Shareholder to the Administrator and at the Shareholder's risk and cost.

The Board may elect to sell assets to meet redemption requests. If the Board exercises this option, payment will be made forthwith upon completion of the sales and the receipt by the Company of the proceeds of sale in freely convertible currency. Receipt of the sale proceeds by the Company may however be delayed and the amount ultimately received may not necessarily reflect the Net Asset Value per Share calculated as at the relevant Valuation Day for which the redemption request was received. The Redemption Price payable to the redeeming Shareholder will be based on the Net Asset Value per Share of the relevant Class as at the Valuation Day on which the redemption is actually dealt with less any amount determined by the Board to ensure economic fairness between all Shareholders, taking into consideration any costs and expenses associated with the sales of the assets.

In the same circumstances as those referred to in the foregoing paragraph, the Board may consider the creation of side pockets via any means authorised pursuant to applicable rules and regulations, as the case may be subject to prior clearance from the CSSF.

As of the relevant Dealing Day, Shareholders having redeemed Shares will be treated as creditors for the Redemption Price of the redeemed Shares, and will rank accordingly in the priority of the Company's creditors. Furthermore, during this period, investors will not have rights as a Shareholder, save the right to receive the Redemption Price and any dividend which has been declared in respect of their Shares prior to the relevant Dealing Day and, in particular, will not have the right to receive notice of, attend or vote at any meetings of the Company.

	<p><i>Suspension</i></p> <p>The Directors may declare a suspension of the redemption of Shares in certain circumstances as described under "Temporary suspension of Net Asset Value calculations". No Shares will be redeemed during any such period of suspension.</p>
<b>Cash Balance Repurchase of Shares:</b>	The Board of Directors, upon consultation with the Investment Manager, may from time to time use any non-invested cash in excess of the Cash Balance to repurchase Shares from each Shareholder on a <i>pro-rata</i> basis.
<b>Reduction of Commitment:</b>	Shareholders will be able to reduce their Commitment by submitting a request in writing to the Company. The Directors, at their sole and entire discretion and upon consultation with the Investment Manager, may but are not obliged, to consent to reduce such Commitment. Reduction of Commitment will only be accepted by the Board as long as, in the Board's opinion, such reduction will not put the Fund at risk.

### **Distributions**

<b>Distributions:</b>	<p>Distributions may be made at the discretion of the Directors in respect of one or more Classes of Shares of an Illiquid Strategy Fund.</p> <p>The Directors, upon consultation with the Investment Manager, may determine to make distributions, taking into account the interest of the Fund. It is the current intention of the Directors that Distributions will generally be made by way of repurchase of Shares. However, the Board of Directors may at its discretion effect distributions by way of dividend payable in respect of the Classes of Shares held at the time of distribution. Distributable proceeds in respect of the repurchase of Shares and any dividend payments will be remitted to the bank account of each relevant Shareholder as set out in each Shareholder's Subscription Agreement.</p>
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### **Share Dealing and Additional Information**

<b>Duration:</b>	The Fund is established for an unlimited duration.
<b>Listing:</b>	It is not currently intended to list the Shares of the Fund on any stock exchange.
<b>Share Class:</b>	Class B Shares and Class S Shares.
<b>Base Currency:</b>	US Dollars
<b>Business Day:</b>	Any day on which banks are open for business in London, New York and Luxembourg.

<b>Dealing Day:</b>	The Valuation Day falling on 31 March of each year.
<b>Dealing Request Deadline for redemptions:</b>	11:00 a.m. (Luxembourg time) 12 months preceding the Dealing Day.
<b>Valuation Day:</b>	31 March, 30 June, 30 September and 31 December or such other day or days as the Directors may determine.  The Net Asset Value per Share will generally be available within 3 months of the relevant Valuation Day.
<b>Valuation Methodology:</b>	In addition to the valuation principles provided under section "Net Asset Value" and "Issue of Shares following Closings and Drawdowns" above, the valuation of underlying investment vehicles (such as UCIs) will generally be based on the information provided by or on behalf of such underlying investment vehicles (such as the manager or administrator), in accordance with the valuation principles determined by the Directors, including, but not limited to, fair valuation principles (where such principles are compatible with Lux GAAP).
<b>Establishing costs:</b>	The costs and expenses of launching this Fund are estimated to be approximately US\$ 200,000 and will be borne by, and payable out of the assets of this Fund and will be amortised on a straight line basis over 5 years from the launch date of this Fund.

	<b>Class B Shares</b>	<b>Class S Shares</b>
<b>Initial Offer Price</b>	US\$ 10	US\$ 100
<b>Maximum Aggregate Fee Level*</b>	up to 0.75% per annum of the Net Asset Value of the Fund	N/A
<b>Minimum Commitment</b>	US\$ 25 million	N/A
<b>Minimum Holding</b>	US\$ 15 million	N/A

\*The maximum aggregate fee level for each Class includes the fees payable to the Management Company, the Administrator, the Depositary, the Investment Manager, the Shariah Advisors and the Shariah Auditor (excluding out of pocket expenses). This maximum aggregate fee level cannot be construed in any manner as a cap on fees charged to the Fund.

The Fund may also be subject to commitments and management fees paid to underlying funds (e.g. LP Structures, GP Structures, PIPES and unlisted companies) including carried interest. The Board shall use reasonable endeavours to limit such costs and expenses.

### SUPPLEMENT 3: SC PRIVATE EQUITY GLOBAL FUND IV

The information contained in this Supplement relates to the SC Private Equity Global IV and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Illiquid Strategy Funds Risk Factors".

Subscription to the Shares of the Fund is restricted and the Board reserves the right to reject, in its sole and absolute discretion, in whole or in part, any direct or indirect application for Shares.

The Fund is an Illiquid Strategy Fund for the purposes of this Prospectus. Accordingly, Investors' attention is drawn to provisions of the Prospectus which relate specifically to Illiquid Strategy Funds.

<b>Name of Fund:</b>	SC Private Equity Global IV
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital) The Office Tower, 2<sup>nd</sup> Floor, Red Sea Mall, King Abdulaziz Road, P.O. Box 13396, Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority.</p>
<b>Investment Objective:</b>	<p>The Fund seeks to make ten to twenty five co-investments or direct investments in small to mid-cap fast growing businesses globally (excluding Kingdom of Saudi Arabia) that would benefit from new capital to aid accelerated growth with the focus on consumer, retail, healthcare, education, technology and other sectors as may be approved by the Investment Manager.</p> <p>The Fund will have a target net IRR of 15%+ and all co/direct investments shall be made in compliance with the Shariah Investment Guidelines.</p> <p>There is however no guarantee that the target return can be achieved.</p>
<b>Investment Policy:</b>	The Fund aims to identify and select attractive growth capital investments from a broad and global spectrum of private equity investment opportunities.
<b>Investment Style:</b>	The Fund will pursue an opportunistic investment strategy.
<b>Shariah Compliance:</b>	The Fund will comply with the Shariah Investment Guidelines.

<b>Type of Investments:</b>	<p>The Investment Manager will use its expertise and global network to create a diversified portfolio across companies, industries, stages of development and investment cycles.</p> <p>Investments will be made in the form of participations in limited partnerships ("<b>LP Structures</b>"); general partnerships ("<b>GP Structures</b>"); investments in single companies alongside GP Structures or LP Structures ("<b>Co-Investments</b>"); and private investments in companies that are listed on recognized stock exchanges ("<b>PIPEs</b>") or private investments in unlisted companies, together defined as ("<b>Direct Investments</b>").</p> <p>The Fund may also invest in listed companies (both primary and secondary shares) for up to 25% of the Fund's Total Commitment.</p>
<b>Diversification:</b>	<p><i>by Industry Sector:</i></p> <p>The Fund will seek to partner with LP Structures who have significant operational experience and are looking to finance high quality ideas, entrepreneurs and companies. The majority of these companies are expected to focus on, without limitation, the following sectors: oil and gas services, healthcare, technology, automotive, industrial, construction, education and business services, industrial and solar energy, consumer verticals, media and communications, timber, agribusiness, as well as infrastructure.</p> <p><i>by Geography:</i></p> <p>The Fund is expected over time to diversify holdings and commitments across the following regions: North America, developed Asia Pacific and the emerging markets. The allocation to each region will depend on the Investment Manager's outlook on the global private equity universe, which may be revised from time to time. The Fund's geographic allocation will not be bound to any specific region or any pre-set regional limits. The Investment Manager is expected to have access to investment opportunities in different regions where it deems appropriate.</p> <p>The Fund will not invest in the Kingdom of Saudi Arabia nor Europe.</p>
<b>Net Capital Deployed:</b>	<p>The aggregate capital deployed (including fees and expenses) in all the Fund's investments less the aggregate capital portion received through distributions from all the Fund's investments is hereby defined as the "Net Capital Deployed".</p>

<b>Concentration Limits:</b>	<p>The Fund will not invest more than the following percentages of the total Capital Commitments:</p> <ul style="list-style-type: none"> <li>(a) thirty percent (30%) directly or indirectly in any one Direct Investment;</li> <li>(b) fifty percent (50%) in any one sector; or</li> <li>(c) fifty percent (50%) in any one country.</li> </ul>
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### **Cash Balance and Excess Cash**

<b>Cash Balances:</b>	The Fund intends to keep a minimum amount of cash, for liquidity purposes, equal to 10% of the difference between the aggregate of Commitments made in all the Fund's investments and the Net Capital Deployed, as calculated at the end of each quarter by the Administrator and subject to the discretion of the Investment Manager (the " <b>Total Undrawn Commitment</b> ").
<b>Idle Cash:</b>	The Investment Manager has discretion to invest the Cash Balance, together with any other non-invested cash in excess of the Cash Balance in a Shariah compliant money market fund, treasury funds or instrument of his choice, in accordance with the Shariah Investment Guidelines, including any suitable Liquid Strategy Fund offered by the Company and/or any other instrument.

### **Commitments and Drawdowns**

<b>Maximum Commitment US\$ 100 Million:</b>	The Maximum Commitment of the Fund towards its investments shall not exceed the amount of Commitments as at the Initial Closing (expected to be US\$ 100 Million). Shareholders may request from time to time to increase their Commitment by submitting an additional Subscription Agreement to the Company. If approved by the Directors at their absolute discretion, the Investment Manager and/or the Directors will communicate to the Shareholders an approximate timetable for implementing the requested increase and the Directors may increase the level of the Maximum Commitment of the Fund.
<b>Initial Closing:</b>	The Initial Closing will be decided by the Company's Directors at their discretion.
<b>Closings:</b>	The Directors may, at their sole discretion, decide further Closings at any time.

	<p>Unless otherwise determined by the Directors at their absolute discretion, each investor applying to make a Commitment shall be required to contribute 10 per cent of its Commitment to the Company (the "<b>Initial Drawdown</b>") at the Closing following the Company's acceptance of such applicant's Subscription Agreement. Shares will be issued in accordance with the procedure described under "Issue of Shares following Closings and Drawdowns" below. The amount of the Initial Drawdown will be deducted from the Undrawn Commitment.</p> <p>In addition to their respective amount of Initial Drawdown, new investors making Commitments at a Subsequent Closing will be subject to a Drawdown in an amount equivalent to their pro rata portion of the total Commitment already drawn down from existing Shareholders.</p>
<b>Drawdown Commitment:</b>	<p>In the event the amount of the Cash Balance falls below 10% of the Total Undrawn Commitment at any time, each Shareholder may be required to contribute all or part of its Undrawn Commitment to the Company so as to maintain a minimum amount of cash in the Cash Balance equal to 10% of the Total Undrawn Commitment. The Board shall provide each Shareholder with a written notice of each occasion on which it is required to make an advance of its Undrawn Commitment (a "<b>Drawdown Notice</b>") at least 7 calendar days prior to the date on which such Commitment is due and payable.</p> <p>In addition to any other obligations to make capital contributions, Shareholders may at any time be required to make capital contributions and to return distributions previously received to the Fund (i) to satisfy any obligations (including, contribution obligations) under any agreement entered into by the Fund in the context of any portfolio investment, or (ii) to meet any other of the Fund's indemnification and other obligations, or (iii) to pay any fees and expenses related to the Fund.</p>
<b>Issue of Shares following Closings and Drawdowns:</b>	<p><i>Initial Closing</i></p> <p>Upon the payment of the Initial Drawdown, Shares will be issued at the Initial Offer Price (as defined below).</p> <p><i>Subsequent Closing</i></p> <p>In respect of Drawdowns subsequent to the Initial Drawdown, Shares will be issued at a price equal to the Net Asset Value per Share as at the Valuation Day immediately preceding the relevant Drawdown. In respect of Drawdowns following any Subsequent Closing, Shares will be issued at the Initial Offer Price in the event the applicable Net Asset Value per Share is below the Initial Offer Price.</p> <p>If the Board of Directors determines, based on the advice available to it, that the Net Asset Value of the Fund has materially changed between the previous Valuation Day and the date of the relevant Closing or Drawdown (as applicable), the Board of Directors may at its discretion take such corrective action, if any, as it deems appropriate, to ensure that the Shares will be valued at their fair value as determined in good faith.</p>



## **Distributions**

<b>Distributions:</b>	<p>Distributions:</p> <p>Net proceeds attributable to the disposition of a portfolio investment, distributions in kind of securities (described below), and any dividends, interest or other income received with respect to a portfolio investment, will be distributed to all shareholders. Each shareholder's proportionate share thereof will generally be distributed in the following order of priority:</p> <ul style="list-style-type: none"><li>(i) Return of Contributed Capital: First, 100% to such shareholder until the cumulative distributions to such shareholder equal the aggregate drawn Commitment of such shareholder;</li><li>(ii) Preferred Return: Second, 100% to such shareholder until the cumulative distributions to such shareholder equal a preferred return on the amounts of paragraph (i) above at the rate of 10% per annum, compounded annually on 31 December of each year;</li><li>(iii) Catch-Up: Third, 100% to the Investment Manager until the Investment Manager has received 20% of the sum of the distributions made to such shareholder pursuant to paragraph (ii) and to the Investment Manager pursuant to this paragraph (iii); and</li><li>(iv) 80/20 Split: Thereafter, 80% to such shareholder and 20% to the Investment Manager.</li></ul> <p>All distributions not directly attributable to a particular portfolio investment generally will be made to the shareholder in proportion to their funded Capital Commitments used to acquire the investment giving rise to the distribution.</p> <p>Proceeds from dispositions of portfolio investments generally will be distributed no later than 90 days after receipt by the Fund.</p> <p>Notwithstanding the foregoing, the Fund may make tax distributions to the Partners in respect of gain and other income from portfolio investments in accordance with the manner in which such gain and other income is allocated to the shareholder.</p>
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## **Share Dealing and Additional Information**

<b>Duration:</b>	<p>The term of the Fund is ten years from the last day of the month of the Initial Closing, subject to up to one two-year extension as determined by the Directors. The term of the Fund may be extended for an additional two-year period upon proposal of the Directors and approval by a general meeting of Shareholders at which no quorum is required and resolving with a simple majority of votes cast.</p>
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	At the expiry of the term of the Fund, the Fund shall automatically be put into liquidation and the Directors shall ensure an orderly disposition of any remaining assets.
<b>Listing:</b>	It is not currently intended to list the Shares of the Fund on any stock exchange.
<b>Share Class:</b>	Class A Shares and Class S Shares.
<b>Base Currency:</b>	US Dollars
<b>Business Day:</b>	Any day on which banks are open for business in London, New York and Luxembourg.
<b>Valuation Day:</b>	31 December or such other day or days as the Directors may determine, the audited annual accounts will be prepared and will generally be available within 4 months of the relevant Valuation Day.
<b>Valuation Methodology:</b>	In addition to the valuation principles provided under section "Net Asset Value" and "Issue of Shares following Closings and Drawdowns" above, the valuation of underlying investment may be based on the information provided by or on behalf of such underlying investment (such as the manager or administrator), in accordance with the valuation principles determined by the Directors, including, but not limited to, fair valuation principles (where such principles are compatible with Lux GAAP).
<b>Reporting:</b>	<p>In addition to audited annual accounts, as soon as practicable, 90 days after the end of each quarter ending on 31 March, 30 June, 30 September, the Investment Manager shall prepare and send to each Shareholder unaudited reports which will comprise of:</p> <ul style="list-style-type: none"> <li>• Details of the investments</li> <li>• List of other assets</li> <li>• Net assets Value per Share</li> </ul>
<b>Establishing costs:</b>	The costs and expenses of launching this Fund are estimated to be approximately US\$ 20,000 and will be borne by, and payable out of the assets of the Fund and will be amortised on a straight line basis over 5 years from the launch date of the Fund.

	<b>Class A Shares</b>	<b>Class S Shares</b>
<b>Initial Offer Price</b>	US\$ 10	US\$ 100
<b>Management Company Fee*</b>	2.00% per annum of Commitment	N/A
<b>Maximum Aggregate Fee Level*</b>	up to 2.25% per annum of Commitment	N/A
<b>Carried Interest</b>	20% above a hurdle of 10%	N/A
<b>Minimum Commitment</b>	US\$ 100 million	N/A

\*The Management Company Fee shall be paid as from the date determined in, and in accordance with the provisions of the Subscription Agreement.

\*\*The Fund may also be subject to commitments and management fees paid to underlying investments (e.g. LP Structures, GP Structures, PIPES and unlisted companies) including carried interest. The Board shall use reasonable endeavours to limit such costs and expenses.

#### SUPPLEMENT 4: SC PRIVATE EQUITY EUROPE FUND I

The information contained in this Supplement relates to the SC Private Equity Europe I and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Illiquid Strategy Funds Risk Factors".

Subscription to the Shares of the Fund is restricted and the Board reserves the right to reject, in its sole and absolute discretion, in whole or in part, any direct or indirect application for Shares.

The Fund is an Illiquid Strategy Fund for the purposes of this Prospectus. Accordingly, Investors' attention is drawn to provisions of the Prospectus which relate specifically to Illiquid Strategy Funds.

<b>Name of Fund:</b>	SC Private Equity Europe Fund I
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital) The Office Tower, 2<sup>nd</sup> Floor, Red Sea Mall, King Abdulaziz Road, P.O. Box 13396, Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority.</p>
<b>Investment Objective:</b>	<p>The Fund seeks to make eight to twelve co-investments or direct investments structured predominantly as minority investments in small to mid-cap fast growing businesses in Europe that would benefit from new capital to aid accelerated growth with the focus on consumer, retail, healthcare, education, technology and other sectors as may be approved by the Investment Manager.</p> <p>The Fund will have a target net IRR of 15%+ and all co/direct investments shall be made in compliance with the Shariah Investment Guidelines.</p> <p>There is however no guarantee that the target return can be achieved.</p>
<b>Investment Policy:</b>	The Fund aims to identify and select attractive growth capital investments from a broad and European spectrum of private equity investment opportunities.
<b>Investment Style:</b>	The Fund will pursue a diversified Fund strategy.
<b>Shariah Compliance:</b>	The Fund will comply with the Shariah Investment Guidelines.

<b>Type of Investments:</b>	<p>The Investment Manager will use its expertise and global network to create a diversified portfolio across companies, industries, stages of development and investment cycles.</p> <p>Investments will be made in the form of participations in limited partnerships ("<b>LP Structures</b>"); general partnerships ("<b>GP Structures</b>"); investments in single companies alongside GP Structures or LP Structures ("<b>Co-Investments</b>"); and private investments in companies that are listed on recognized stock exchanges ("<b>PIPEs</b>") or private investments in unlisted companies, together defined as ("<b>Direct Investments</b>").</p>
<b>Diversification:</b>	<p><i>by Industry Sector:</i></p> <p>The Fund will seek to partner with LP Structures who have significant operational experience and are looking to finance high quality ideas, entrepreneurs and companies. The majority of these companies are expected to focus on, without limitation, the following sectors: oil and gas services, healthcare, technology, automotive, industrial, construction, education and business services, industrial and solar energy, consumer verticals, media and communications, timber, agribusiness, as well as infrastructure.</p> <p><i>by Geography:</i></p> <p>The Fund is expected over time to diversify holdings and commitments across Europe. The allocation to each country will depend on the Investment Manager's outlook on the European private equity universe, which may be revised from time to time. The Investment Manager is expected to have access to investment opportunities in different countries where it deems appropriate.</p>
<b>Net Capital Deployed:</b>	<p>The aggregate capital deployed (including fees and expenses) in all the Fund's investments less the aggregate capital portion received through distributions from all the Fund's investments is hereby defined as the "Net Capital Deployed".</p>
<b>Concentration Limits:</b>	<p>The Fund will not invest more than the following percentages of the total Capital Commitments:</p> <ul style="list-style-type: none"> <li>(a) thirty percent (30%) in any one single portfolio company;</li> <li>(b) thirty percent (30%) in any one investment;</li> <li>(c) thirty percent (30%) in any one sector;</li> <li>(d) thirty five percent (35%) in any one country; or</li> <li>(e) thirty percent (30%) in alongside a single financial sponsor.</li> </ul>

### **Excess Cash**

<b>Idle Cash:</b>	The Investment Manager has discretion to invest any non-invested cash in a Shariah compliant money market fund or instrument of his choice, in accordance with the Shariah Investment Guidelines, including any suitable Liquid Strategy Fund offered by the Company and/or any other instrument.
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### **Commitments and Drawdowns**

<b>Maximum Commitment Target Fund size: (US\$100 Million):</b>	<p>The Maximum Commitment of the Fund towards its investments shall not exceed US\$ 100 Million, unless increased in accordance with the procedures below.</p> <p>Shareholders may request from time to time to increase their Commitment by submitting an additional Subscription Agreement to the Company. If approved by the Directors at their absolute discretion, the Investment Manager and/or the Directors will communicate to the Shareholders an approximate timetable for implementing the requested increase and the Directors may increase the level of the Maximum Commitment of the Fund.</p>
<b>Initial Closing:</b>	The Initial Closing will be decided by the Company's Directors at their discretion.
<b>Closings and Drawdowns:</b>	<p>The Directors may, at their sole discretion, decide to hold further Closings at any time.</p> <p>Shares will be issued in accordance with the procedure described under "Issue of Shares following Closings and Drawdowns" below. The amount of the Initial Drawdown will be deducted from the Undrawn Commitment.</p> <p>In addition to their respective amount of Initial Drawdown, new investors making Commitments at a Subsequent Closing will be subject to a Drawdown in an amount equivalent to their pro rata portion of the total Commitment already drawn down from existing Shareholders.</p>
<b>Additional Contributions and Return of Distributions:</b>	In addition to any other obligations to make capital contributions, Shareholders may at any time be required to make capital contributions and to return distributions previously received to the Fund (i) to satisfy any obligations (including, contribution obligations) under any agreement entered into by the Fund in the context of any portfolio investment, or (ii) to meet any other of the Fund's indemnification and other obligations, or (iii) to pay any fees and expenses related to the Fund.

<p><b>Issue of Shares following Closings and Drawdowns:</b></p>	<p><i>Initial Closing</i></p> <p>Upon the payment of the Initial Drawdown, Shares will be issued at the Initial Offer Price (as defined below).</p> <p><i>Subsequent Closing</i></p> <p>In respect of Drawdowns subsequent to the Initial Drawdown, Shares will be issued at a price equal to the Net Asset Value per Share as at the Valuation Day immediately preceding the relevant Drawdown. In respect of Drawdowns following any Subsequent Closing, Shares will be issued at the Initial Offer Price in the event the applicable Net Asset Value per Share is below the Initial Offer Price.</p> <p>If the Board of Directors determines, based on the advice available to it, that the Net Asset Value of the Fund has materially changed between the previous Valuation Day and the date of the relevant Closing or Drawdown (as applicable), the Board of Directors may at its discretion take such corrective action, if any, as it deems appropriate, to ensure that the Shares will be valued at their fair value as determined in good faith.</p>
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## **Distributions**

<p><b>Distributions:</b></p>	<p>Distributions:</p> <p>Net proceeds attributable to the disposition of a portfolio investment, distributions in kind of securities (described below), and any dividends, interest or other income received with respect to a portfolio investment, will be distributed to all shareholders. Each shareholder's proportionate share thereof generally will be distributed in the following order of priority:</p> <ul style="list-style-type: none"> <li>(i) Return of Contributed Capital: First, 100% to such shareholder until the cumulative distributions to such shareholder equal the aggregate capital contributions of such shareholder;</li> <li>(ii) Preferred Return: Second, 100% to such shareholder until the cumulative distributions to such shareholder equal a preferred return on the amounts included in paragraph (i) above at the rate of 10% per annum, compounded annually;</li> <li>(iii) Catch-Up: Third, 100% to the Investment Manager until the Investment Manager has received 20% of the sum of the distributions made to such shareholder pursuant to paragraph (ii) and to the Investment Manager pursuant to this paragraph (iii); and</li> <li>(iv) 80/20 Split: Thereafter, 80% to such shareholder and 20% to the Investment Manager (the distributions to the Investment Manager described in paragraph (iii) and in this paragraph (iv) being referred to collectively as the Investment Manager's "<b>Carried Interest</b>").</li> </ul>
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	<p>All distributions not directly attributable to a particular portfolio investment generally will be made to the shareholder in proportion to their funded Capital Commitments used to acquire the investment giving rise to the distribution.</p> <p>Proceeds from dispositions of portfolio investments generally will be distributed no later than 90 days after receipt by the Fund.</p> <p>Notwithstanding the foregoing, the Fund may make tax distributions to the Partners in respect of gain and other income from portfolio investments in accordance with the manner in which such gain and other income is allocated to the shareholder.</p>
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### **Share Dealing and Additional Information**

<b>Duration:</b>	The Fund was initially established for a period of eight years starting from the last day of the month of the Initial Closing, but was subsequently extended by one-year for a period now ending on 31 May 2025 (the " <b>Fund Term</b> "). The Fund Term may be further extended for an additional one-year extension as determined by the Directors.
<b>Listing:</b>	It is not currently intended to list the Shares of the Fund on any stock exchange.
<b>Share Class:</b>	Class A Shares and Class S Shares.
<b>Base Currency:</b>	US Dollars
<b>Business Day:</b>	Any day on which banks are open for business in London, New York and Luxembourg.
<b>Valuation Day:</b>	31 December or such other day or days as the Directors may determine, the audited annual accounts will be prepared and will generally be available within 4 months of the relevant Valuation Day.



<b>Valuation Methodology:</b>	In addition to the valuation principles provided under section "Net Asset Value" and "Issue of Shares following Closings and Drawdowns" above, the valuation of underlying investment vehicles (such as UCIs) will generally be based on the information provided by or on behalf of such underlying investment vehicles (such as the manager or administrator), in accordance with the valuation principles determined by the Directors, including, but not limited to, fair valuation principles (where such principles are compatible with Lux GAAP).
<b>Reporting:</b>	<p>In addition to audited annual accounts, as soon as practicable, 90 days after the end of each quarter ending on 31 March, 30 June, 30 September, the Investment Manager shall prepare and send to each Shareholder unaudited reports which will comprise of:</p> <ul style="list-style-type: none"> <li>• Details of the investments</li> <li>• List of other assets</li> <li>• Net assets Value per Share</li> </ul>
<b>Establishing costs:</b>	The costs and expenses of launching this Fund are estimated to be approximately US\$ 20,000 and will be borne by, and payable out of, the assets of this Fund and will be amortised on a straight line basis over 5 years from the launch date of this Fund.

	<b>Class A Shares</b>	<b>Class S Shares</b>
<b>Initial Offer Price</b>	US\$ 10	US\$ 100
<b>Management Company Fee*</b>	2.00% per annum	N/A
<b>Maximum Aggregate Fee Level**</b>	up to 2.25% per annum of Commitment	N/A
<b>Performance Fee***</b>	20% above a hurdle of 10%	N/A
<b>Minimum Commitment</b>	US\$ 100 million	N/A

\*The Management Company Fee shall be paid as from the date determined in, and in accordance with the provisions of, the Subscription Agreement. The Management Company Fee amounts to:

- 2% per annum on the Commitments of Fund between the date of inception of the Fund until and including 31 May 2017.
- 2% per annum on the Net Capital Deployed as from and including 1 June 2017 onwards.

For the purposes of calculation of both (a) and (b) any amount used to fund investments that have been liquidated or permanently written off shall not be included.

\*\*The Fund may also be subject to commitments and management fees paid to underlying funds (e.g. LP Structures, GP Structures, PIPES and unlisted companies) including carried interest. The Board shall use reasonable endeavours to limit such costs and expenses.

\*\*\*Upon termination of the Fund, the Investment Manager will be required to return to the Fund distributions of any performance fee previously received in case they exceed the amount of performance fee which should have actually been paid as a consequence of the accurate performance of the Fund over its duration. However, in no event shall the Investment Manager be required to return more than the cumulative total of performance fees paid to it or any other fee earned in its capacity as Investment Manager.

## SUPPLEMENT 5: SC PRIVATE EQUITY GLOBAL CO-INVESTMENT FUND II

The information contained in this Supplement relates to the SC Private Equity Global Co-Investment Fund II and forms an integral part of the Prospectus. The Prospectus (which includes this Supplement) constitutes the terms and conditions of the Fund. In particular, investors should refer to the special risk considerations associated with an investment in this Fund, under the section "Illiquid Strategy Funds Risk Factors".

Subscription to the Shares of the Fund is restricted and the Board reserves the right to reject, in its sole discretion, in whole or in part, any application for Shares.

The Fund is an Illiquid Strategy Fund for the purposes of this Prospectus. Accordingly, Investors' attention is drawn to provisions of the Prospectus that relate specifically to Illiquid Strategy Funds.

<b>Name of Fund:</b>	SC Private Equity Global Co-Investment Fund II
<b>Investment Manager:</b>	<p>Saudi Economic and Development Company for Securities (trading as SEDCO Capital) The Office Tower, 2<sup>nd</sup> Floor, Red Sea Mall, King Abdulaziz Road, P.O. Box 13396, Jeddah 21493, Saudi Arabia</p> <p>The Investment Manager is authorised and regulated by the Saudi Arabian Capital Market Authority.</p>
<b>Investment Objective:</b>	<p>The investment objective of the Fund is to generate long-term appreciation of capital by investing in mid-market companies in North &amp; Latin America, Europe and Asia with a focus on, but not limited to, the consumer, healthcare, business services and technology sectors.</p> <p>The Fund will target investments with a gross internal rate of return of 18% or more and all investments shall be made in compliance with the Shariah Investment Guidelines.</p> <p>There is however no guarantee that the target return will be achieved.</p>
<b>Investment Policy:</b>	<p>The Fund aims to identify and make private equity and equity-related investments in companies that exhibit opportunities for business growth or economic value-creation to generate attractive risk-adjusted returns.</p> <p>The Fund seeks to make co-investments alongside private equity fund managers ("PE Fund Managers") or financial sponsors with experience and expertise in their focus sectors and geographies.</p>
<b>Investment Style:</b>	The Fund will pursue an opportunistic investment strategy.
<b>Shariah Compliance:</b>	The Fund will comply with the Shariah Investment Guidelines.

<b>Type of Investments:</b>	<p>The Investment Manager will use its expertise and global network with a view to creating a diversified investment portfolio across companies, industries sectors, stages of development and investment cycles.</p> <p>Investments will be made in the form of participations in limited partnerships ("<b>LP Structures</b>"); general partnerships ("<b>GP Structures</b>"); investments in single companies alongside GP Structures or LP Structures ("<b>Co-Investments</b>"); and private investments in companies that are listed on recognized stock exchanges ("<b>PIPEs</b>") or private investments in unlisted companies (together defined as "<b>Direct Investments</b>").</p> <p>The Fund may also invest in listed companies (both primary and secondary shares) for up to 25% of the Fund's Total Commitment.</p> <p>The Fund may make investments through alternative investment vehicles or parallel funds as the Investment Manager may elect from time to time to address regulatory constraints or for tax efficiency.</p> <p>The Fund may form special-purpose entities to own the underlying investments. Typically these entities will be formed in Luxembourg or in the jurisdiction where the asset is located, though for certain investments the entity may be formed elsewhere. The entities shall be wholly- or partially-owned and controlled, directly or indirectly (through intermediate entities), by the Fund.</p>
<b>Diversification:</b>	<p><i>by Industry Sector:</i></p> <p>The Fund will seek to make between eight and twelve Co-Investments during the Investment Period to form a diversified portfolio across sectors and geographies.</p> <p><i>by Geography:</i></p> <p>The Fund expects to make Co-Investments or Direct Investments in mid-market companies in North &amp; Latin America, Europe and Asia.</p> <p>There is however no guarantee that the Investment Manager will meet these objectives, which will depend on market conditions and opportunities in the market.</p>
<b>Net Capital Deployed:</b>	<p>Total invested capital (being the cost of investments made by the Fund and all fund and investment related fees and expenses only) <i>less</i> return of invested capital (including the cost of investment and capitalised investment related expenses but excluding unutilised cash and investment profits returned to Shareholders) is defined as the "Net Capital Deployed".</p>

<b>Concentration Limits:</b>	<p>The Fund will not invest more than the following percentages of total Commitments:</p> <p>(a) forty percent (40%) alongside a single PE Fund Manager;</p> <p>(b) fifty percent (50%) in any one sector; or</p> <p>(c) twenty five percent (25%) in PIPEs.</p>
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### **Cash Balances and Excess Cash**

<b>Cash Balances:</b>	The Investment Manager, at its sole discretion, may maintain cash reserves for the purpose of meeting ordinary expenses and contingencies.
<b>Idle Cash:</b>	<p>The Investment Manager has discretion to invest the Cash Balances, together with any other non-invested cash in excess of the Cash Balances, in a Shariah-compliant money market fund, treasury funds or instrument of its choice, in all cases in accordance with the Shariah Investment Guidelines, including in any suitable Liquid Strategy Fund offered by the Company and/or any other instrument.</p> <p>The Investment Manager may also elect to return excess cash to Shareholders. Such cash returned to Shareholders will be added back to Undrawn Commitments and is subject to being called back as described below under "Drawdowns, Additional Contributions and Returns of Distributions".</p>

### **Commitments and Drawdowns**

<b>Maximum Commitment US\$ 100 Million:</b>	The Maximum Commitment of the Fund to investments shall not exceed the amount of Commitments as at the Initial Closing (expected to be US\$ 100 Million); provided that the Directors retain the discretion to increase the Maximum Commitment.
<b>Initial Closing:</b>	The Initial Closing will be held by the Company's Directors at their discretion.
<b>Further Closings:</b>	The Fund is expected to have only one Closing, although the Directors may elect to hold additional Closings at any time on such terms as it may then provide.
<b>Drawdowns, Additional Contributions and Return of Distributions:</b>	The Board shall provide each Shareholder with a written notice on each occasion on which the Shareholder is required to make an advance of its Undrawn Commitment (a " <b>Drawdown Notice</b> ") at least 7 calendar days prior to the date on which such Commitment is due and payable.

	<p>In addition, to any other obligations to make capital contributions, Shareholders may at any time be required to make capital contributions and to return distributions previously received to the Fund (i) to satisfy any obligations (including contribution obligations) under any agreement entered into by the Fund in the context of any portfolio investment, or (ii) to meet any other of the Fund's indemnification and other obligations, or (iii to) pay any fees and expenses related to the Fund.</p> <p>During the Investment Period, the following amounts will be added back to unfunded Commitments and may be drawn down again by the Fund: (i) capital invested in a portfolio company returned or deemed to have been returned to Shareholders within twenty-four months of such investment; and (ii) distributions made or deemed to have been made to Shareholders in an amount equal to funded Commitments used to pay Fund expenses (including the Management Company Fee), and organizational expenses, including any excess organizational expenses), so that the full amount of the Fund's aggregate Commitments is available for investment.</p> <p>In addition, following the Investment Period, the Fund may Drawdown up to 20% of Commitments for follow-on investments in existing portfolio companies, and may recycle all profits to pay Fund expenses and liabilities.</p>
<b>Issue of Shares following Closing and Drawdowns:</b>	<p>Upon the payment of the Initial Drawdown, Shares will be issued at the Initial Offer Price (as defined below).</p> <p>In respect of Drawdowns subsequent to the Initial Drawdown, Shares will be issued at a price equal to the Net Asset Value per Share as at the Valuation Day immediately preceding the relevant Drawdown. In respect of Drawdowns following any Subsequent Closing, Shares will be issued at the Initial Offer Price in the event the applicable Net Asset Value per Share is below the Initial Offer Price.</p> <p>If the Board of Directors determines, based on the advice available to it, that the Net Asset Value of the Fund has materially changed between the previous Valuation Day and the date of the relevant Closing or Drawdown (as applicable), the Board of Directors may at its discretion take such corrective action, if any, as it deems appropriate, to ensure that the Shares will be valued at their fair value as determined in good faith.</p>

## **Distributions**

<b>Distributions:</b>	<p>Net proceeds attributable to the disposition of a portfolio investment, distributions in-kind<sup>1</sup> of securities, and any dividends, interest or other income received with respect to a portfolio investment will be distributed to Shareholders. Each Shareholder's proportionate share thereof will generally be distributed in the following order of priority:</p> <ul style="list-style-type: none"><li>(i) Return of Contributed Capital: First, 100% to the Shareholder until the cumulative distributions to the Shareholder equals the aggregate drawn Commitment of the Shareholder;</li><li>(ii) Preferred Return: Second, 100% to the Shareholder until the cumulative distributions to the Shareholder equals a preferred return on the amounts included in paragraph (i) above at an internal rate of return of 8% from the date of the relevant Drawdown, to the extent not previously distributed to the Shareholder;</li><li>(iii) Catch-Up: Third, 100% to the Investment Manager until the Investment Manager has received 10% of the sum of the distributions made to the Shareholder pursuant to paragraph (ii) and to the Investment Manager pursuant to this paragraph (iii); and</li><li>(iv) 90/10 Split: Thereafter, 90% to the Shareholder and 10% to the Investment Manager (together with the Catch-Up being the "Performance Fee").</li></ul> <p>All distributions not directly attributable to a particular portfolio investment generally will be made to the Shareholder in proportion to its aggregate drawn Commitment.</p> <p>Notwithstanding the foregoing, the Fund may make tax distributions to Shareholders in respect of gain and other income from portfolio investments in accordance with the manner in which such gain and other income is allocated to the Shareholder.</p>
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## **Redemption**

<b>Redemption:</b>	<p>The Fund is a closed-ended fund. The attention of the prospective investors and Shareholders is drawn to the fact that a Shareholder will not be permitted to request the redemption of its Shares until the term of the Fund (as set out below under "<b>Duration</b>").</p>
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## **Share Dealing and Additional Information**

<b>Duration:</b>	<p>The term of the Fund is ten years from the last day of the month of the Initial Closing, subject to up to one two-year extension as determined by the Directors.</p>
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	At the expiry of the term of the Fund, the Fund shall automatically be put into liquidation and the Directors shall ensure an orderly disposition of any remaining assets.
<b>Investment Period:</b>	<p>Four years from Initial Closing, extendable by one year at the Investment Manager's discretion.</p> <p>During the Investment Period and a disinvestment period, the Fund may depart from the relevant investment restrictions disclosed in section "Investment Objective, Approach and Restrictions" of the general part of the Prospectus and from the Concentration Limits.</p>
<b>Listing:</b>	It is not currently intended that the Shares of the Fund be listed on any stock exchange.
<b>Share Class:</b>	<p>Class A Shares: this Class is reserved to investors having entered into an appropriate agreement with or having been introduced by the Management Company or its affiliates. The Board may waive this requirement at its sole discretion.</p> <p>Class S Shares: this Class is reserved to Eligible Investors having entered into an appropriate agreement with the Management Company and is subject to an alternative charging structure.</p>
<b>Base Currency:</b>	US Dollars
<b>Business Day:</b>	Any day on which banks are open for business in London, New York and Luxembourg.
<b>Valuation Day:</b>	31 March, 30 June, 30 September and 31 December or such other day or days as the Directors may determine. The Net Asset Value per Share will generally be available within 4 months of the relevant Valuation Day.
<b>Valuation Methodology:</b>	In addition to the valuation principles provided under section "Net Asset Value" and "Issue of Shares following Closing and Drawdowns" above, the valuation of underlying investment may be based on the information provided by or on behalf of such underlying investment (such as the manager or administrator), in accordance with the valuation principles determined by the Directors, including, but not limited to, fair valuation principles (where such principles are compatible with Lux GAAP).

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<sup>1</sup> For the avoidance of doubt, any distribution in-kind will, where required by law or regulation or where requested by the Directors, be subject to a report issued by the Company's approved statutory auditor (*réviseur d'entreprises agréé*).



<b>Reporting</b>	<p>In addition to audited annual accounts, as soon as practicable, generally within 120 days after the end of each quarter ending on 31 March, 30 June, 30 September, the Investment Manager shall prepare and send to each Shareholder unaudited reports that include:</p> <ul style="list-style-type: none"> <li>• Details of the investments</li> <li>• List of other assets</li> <li>• Net assets Value per Share</li> </ul>
<b>Establishing costs:</b>	<p>The costs and expenses of launching the Fund are estimated to be approximately US\$ 100,000 and will be borne by, and payable out of, the assets of the Fund, and will be amortised on a straight line basis over 5 years from the launch date of the Fund.</p>

	<b>Class A Shares</b>	<b>Class S Shares</b>
<b>Initial Offer Price</b>	US\$ 10	US\$ 100
<b>Management Company Fee*</b>	1.00% per annum of Commitments for the first 12 months and thereafter 1% on Net Capital Deployed, payable quarterly in advance.	N/A
<b>Performance Fee**</b>	10% above a Preferred Return of 8%	N/A
<b>Minimum Commitment</b>	US\$ 100 million	N/A

\*The Management Company Fee shall be paid as from the date determined in, and in accordance with, the provisions of the Subscription Agreement. For the avoidance of doubt, the Investment Manager may pay additional management fees and performance fees to third parties, including in respect of LP Structures and GP Structures, in connection with investments made by the Fund, and incur out of pocket expenses and transaction based fees (but excluding fees and expenses which the Fund bears directly with its own operation), all of which shall be expenses of the Fund that are excluded from the Management Company Fee. The Board shall use reasonable endeavours to limit such costs and expenses.

\*\* As defined above under “Distributions”.

The Investment Manager shall return to the Fund any distribution of Performance Fees previously received by it if and to the extent that they exceed the sum of (i) the amount that should have been distributed to the Investment Manager as Performance Fees pursuant to "Distributions" above and (ii) the applicable portion of tax distributions made to the Investment Manager, in each case applied on an aggregate basis covering all investments of the Fund. In no event, however, will the Investment Manager be required to return more than an amount equal to the excess of (x) cumulative Performance Fee distributions over (y) tax distributions that could have been made in the absence of any Performance Fees distributions and (z) any taxes paid in respect of such distributions.

### **APPENDIX 3: ADDITIONAL INFORMATION FOR INVESTORS IN SWITZERLAND**

#### **1. Distribution to Qualified Investors:**

The Company, has not been and shall not be approved by the Swiss Financial Market Supervisory Authority ("**FINMA**") as a foreign collective investment scheme pursuant to Article 120 of the Swiss Collective Investment Schemes Act of 23 June 2006 (the "**CISA**"), as amended. The Company is only intended for qualified investors in Switzerland as set out under Article 10 paragraph 3, 3bis and 3ter of the CISA as revised, and under Article 6 and 6a of the Swiss Federal Collective Investment Schemes Ordinance ("**CISO**") ("**Swiss Qualified Investors**"). Recipients of the document in Switzerland should not pass it on to anyone without first consulting their legal or other appropriate professional adviser, or the Representative (as defined below).

#### **2. Representative in Switzerland:**

The Company's representative in Switzerland is **UBS Fund Management (Switzerland) AG**, Aeschenvorstadt 1, Basel, Switzerland, Tel.: +41-61-288 53 89 ("**Representative**").

#### **3. Paying Agent in Switzerland:**

The Company's paying agent in Switzerland is UBS AG, Bahnhofstrasse 45, 8001 Zurich, Switzerland.

#### **4. Place where the relevant documents may be obtained:**

The Prospectus, the Articles as well as the annual reports of the Company may be obtained free of charge from the Representative.

## **5. Payment of retrocessions and rebates:**

### **1. Retrocessions**

The Company and its affiliates may pay retrocessions. Retrocessions are deemed to be payments and other soft commissions paid by the Company and its affiliates to eligible third parties for distribution activities in respect of Shares in and from Switzerland. With such payments the Company compensates the respective third parties for all activities whose object is, whether directly or indirectly, the purchase of Shares by an investor, like, as non-exhaustive examples:

- Sales promotions and introductions with potential clients;
- Organization of road shows and/or fund fairs;
- Assistance in making applications;
- Forwarding of subscription, conversion and redemption orders;
- Providing investors with the Company's documents;
- Verification of identification documents and the performance of due diligence tasks as well as keeping documentary records, etc.

In the event that a recipient of retrocessions forwards such retrocessions to investors (entirely or partly), the retrocessions shall not qualify as rebates.

The recipients of the retrocessions must ensure transparent disclosure. They must inform investors, unsolicited and free of charge, about the amount of the compensation they may receive for distribution. On request, they must disclose the amounts they actually receive for the distribution of the collective investment schemes held by the investors concerned.

The laws and regulations of the Grand Duchy of Luxembourg applicable to the Company do not provide for rules stricter than the Swiss rules regarding retrocessions (as defined above) in Switzerland.

### **2. Rebates**

The Company and its affiliates do not intend to pay rebates, defined as payments by the Company and its affiliates, directly to investors from a fee or cost charged to a Fund with the purpose of reducing the said fee or cost to an agreed amount. It is therefore irrelevant whether or not the laws and regulations of the Grand Duchy of Luxembourg provide for rules stricter than the Swiss rules regarding rebate payments in Switzerland.

## **6. Place of performance and place of jurisdiction**

In respect of the Shares distributed in or from Switzerland, the place of performance and the place of jurisdiction are at the registered office of the Representative in Switzerland.