



Nama'a Shariah-Compliant Money Market Fund

صندوق نماء لأسواق النقد
المتوافق مع أحكام الشريعة الإسلامية
Nama'a Shariah-Compliant Money Market Fund

Local Investment Fund | Shariah -Compliant | Public | Open-Ended | Money Market Fund with Daily Accrued Returns

The fund's investment units are offered and promoted for public subscription in the United Arab Emirates.

The fund is established and licensed by the Securities and Commodities Authority.

Public Offering Prospectus

Subscription Price and Nominal Value of the Investment Unit: One (1) UAE Dirham

Target Capital Size of the Fund: One Billion (1,000,000,000) UAE Dirhams

Minimum Capital Size of the Fund: Two Hundred Fifty Thousand (250,000) UAE Dirhams

Start Date of the Subscription Period: 30/06/2025

End Date of the Subscription Period: 11/07/2025

(May be extended until the end of business day on Friday, 25/07/2025, in case of subscription period extension)

The Fund Manager may close the subscription window after five business days have passed, whether during the initial offering period or during the extension period, if the minimum capital of the fund has been covered. The Manager must notify the Authority and announce to subscribers through the website at least three business days prior to the closing date

Fund Manager

Mada Capital Investment Management Company



- This public offering prospectus "Prospectus" is subject to the provisions of Federal Law No. (4) of 2000 concerning the Emirates Securities and Commodities Authority and Market, and to the Chairman of the Authority's Board of Directors' Decision No. (1 / R.M) of 2023 concerning the Investment Funds Regulations "Decision", as well as all applicable laws, regulations, and decisions in force in the State.
- The Prospectus of the Nama'a Shariah -Compliant Money Market Fund was approved by the Securities and Commodities Authority of the United Arab Emirates on 13 / 06 / 2025
- The Fund's Sharia Supervisory Committee has reviewed and audited the offering document and ensured that the investments and financial instruments the Fund Manager intends to invest in are in compliance with the Shariah guidelines approved by the Committee. Accordingly, Shariah Certificate No. (MAC-4379-01-01-07-25) has been issued, confirming that the offering document, investment policy, and operational mechanisms of the fund are in accordance with the principles and rulings of Islamic Shariah.

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Fund's Guide

The Fund Founder and Investment Manager



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Office No. (2301) – 23rd Floor – Marina Plaza Tower – Dubai Marina
P.O. Box: 478513 – Dubai – United Arab Emirates
Phone: +971 4 371 8000 – Email: info@madacapital.com

Administrator and Registrar



Mada capital investment management

Office No. (2301) – 23rd Floor – Marina Plaza Tower – Dubai Marina
P.O. Box: 478513 – Dubai – United Arab Emirates
Phone: +971 4 371 8000 – Email: info@madacapital.com

Custodian



First Abu Dhabi Bank

First Abu Dhabi Bank Building – Khalifa Business Park
P.O. Box 6316 – Abu Dhabi, U.A.E.
Tel: +971 2 3053952

Legal Advisor



Bonnard Law Son

Office 2501, Al Habtoor Business Tower
King Salman Bin Abdulaziz Street, Dubai Marina
P.O. Box 450136, Dubai, U.A.E.
Tel: +971 4 568 3200 Fax: +971 4 422 7076

Fund Auditors



BDO Chartered Accountants

23rd Floor, BurJuman Business Tower – Sheikh Khalifa Bin Zayed Street
P.O. Box 1961, Dubai, U.A.E.
Tel: +971 4 518 6666 Fax: +971 4 227 0151

Shariah Supervisory Committee



Shariyah Review Bureau

23rd Floor – Boulevard Plaza Tower 2, Emaar Boulevard – Dubai – UAE
P.O. Box 124342, Dubai, U.A.E.

Entities Receiving Subscription Applications



Mada capital investment Management
Emirates Islamic Bank
All branches of the Bank in the United Arab Emirates

Entities Receiving Subscription Funds



Emirates Islamic Bank

All branches of the Bank in the United Arab Emirates

Important Information for Investors

This Public Offering Prospectus:

- 1- Constitutes a public invitation to subscribe for one billion (1,000,000,000) investment units in the Nama'a Shariah -Compliant Money Market Fund "Nama'a", hereinafter referred to as the "Fund / Nama'a", which is an open-ended collective investment vehicle with a cumulative daily return.
 - 2- Contains all information and data related to the Fund. Such information and data have been independently verified and reviewed by the Fund's Investment Manager and the Legal Advisor (each within their respective scope) and under their own responsibility.
 - 3- Does not constitute or represent any offer or invitation to sell, issue, or solicit any offer to purchase or invest in any securities other than the investment units of the Fund referred to in this Prospectus.
 - 4- It shall be updated periodically to reflect any material changes or events requiring such updates, after obtaining the Authority's approval to adopt such amendments.
 - 5- Any unitholder shall be entitled to request an updated version of the Prospectus through the contact details provided at the end of the Prospectus;
 - 6- The subscription price is one (1) UAE Dirham per investment unit.
- Subscription start date: 30/06/2025
 - Subscription end date: 11/07/2025, and it may be extended until the end of the business day on Friday, 25/07/2025, in case the subscription period is extended.

Amendment to the Prospectus Provisions:

- The information presented in this Prospectus is accurate as of the date of its issuance, unless another date is explicitly indicated with respect to such information. The publication or delivery of this Prospectus (or any subscription made pursuant thereto or any action taken based thereon) shall not, under any circumstance, be deemed as an implicit indication that no change has occurred in the information or data contained herein since the date of its approval.
- This Prospectus may subsequently be subject to amendment in the event of any material developments affecting the performance or legal status of the Fund, provided that prior approval is obtained from the Securities and Commodities Authority. Any amendments to this Prospectus shall not take effect unless and until such amendments are announced to the unitholders of the Fund via the Investment Manager's website

Distribution of the Prospectus:

- Except for the persons referred to in this Prospectus, no person is authorized to provide any information, undertakings, or warranties other than those contained in this Prospectus in relation to the offering or the investment units offered for public subscription. This Prospectus may not be used for the purpose of making any offer, sale, or invitation to purchase by any person in any jurisdiction or under any circumstance in which: (1) such offer or invitation is unlawful or unauthorized; or (2) the person making such offer or invitation is not qualified to do so; or (3) any person is prohibited or not formally licensed to make such offer or invitation.
- The contents of any website not referred to in this Prospectus shall not be deemed part of or incorporated into this Prospectus. The Fund's Investment Manager, financial advisor, participating consultants, or any other advisor involved in the offering shall bear no responsibility for the adequacy, accuracy, sufficiency, or credibility of any information or reports provided by the press or other media, nor for the integrity, reliability, or relevance of any forecasts, viewpoints, or opinions made by the press or media in relation to the Fund, the offering, or the investment units offered, unless proven to be issued by them

Subscribers' Acceptance of the Terms and Conditions of the Prospectus:

- This Prospectus constitutes the contract and agreement between the Fund's Founder and Investment Manager on one side, and the unitholders of the Fund on the other. The act of an investor purchasing any unit of the Fund shall be deemed an acknowledgment that the investor has reviewed the terms and conditions of the Fund and accepts all rights granted and obligations imposed by this Prospectus. The subscriber to the investment units offered under this Prospectus acknowledges that: (1) they have made their investment decision based on the information contained in this Prospectus; (2) they have read all the information, terms, conditions, and obligations contained in this Prospectus and have agreed to abide by them; and (3) their subscription to any unit of the Fund constitutes acknowledgment of their acceptance of all the terms and conditions set out in this Prospectus and agreement to allow the Fund's Investment Manager to invest the subscription amounts on their behalf.
- Recipients of this Prospectus are authorized to use it solely for the purpose of assessing the feasibility of investing in the Fund's investment units. They may not copy or distribute this Prospectus in whole or in part, nor use the information contained herein for any purpose other than evaluating the investment in the Fund. Prospective subscribers must read this entire Prospectus carefully prior to making any decision to invest in the offered investment units and prior to subscribing and participating in the capital of the Fund.

Language Used:

- The terms and conditions of the Fund shall be in Arabic and shall be made available on the website of the Fund Manager. The Fund Manager may issue these terms and conditions in English; however, in the event of any discrepancy in meaning between the Arabic and English texts, the Arabic text shall prevail.

Important Disclaimer to Investors

All investors are kindly requested to read the following disclaimer carefully

The main purpose of preparing this Prospectus is to inform potential investors of the fundamental information that may assist them in making their investment decisions regarding investing in the offered Fund. Each investor must, before subscribing, examine and study with utmost care and accuracy all the information included in this Prospectus to determine whether it is appropriate to invest in this Fund or not. Each investor is also required to obtain the necessary consultation from their financial and legal advisors regarding investment in the offered Fund. The reader of the Prospectus must also consider that any words or expressions indicating estimates or forward-looking data are meant to clarify that these are not guaranteed facts and should not be fully relied upon. These estimates are subject to change as future conditions cannot be predicted with certainty, and actual results may differ from expected outcomes.

Investment in the offered Fund may involve a high degree of risk. Therefore, an investor should not invest any funds in this Fund unless they can bear the loss of their investment. The Fund's Terms and Conditions must be read in full, especially the section titled "Investment Risks" which outlines the factors and risks that must be considered before making any decision regarding investing in the offered Units.

This Prospectus includes information submitted in accordance with the issuance and disclosure rules applicable by the Securities and Commodities Authority of the United Arab Emirates ("the Authority"). The Fund's Investment Manager and the Fund's Establishing Company, as named in this Prospectus, jointly and severally bear full responsibility for the accuracy of the information contained herein. They confirm, to the best of their knowledge and belief, and after exercising the due care of a prudent person and conducting all reasonable possible studies, that there is no information or other facts or material information that, if excluded, would render any statement in the Prospectus misleading or affect the investment decision of subscribers or be contrary to the provisions of the Decision, which shall prevail over anything stated in the Prospectus.

The information provided in this Prospectus may not be amended or supplemented except after obtaining the Authority's approval and notifying the unitholders of such approved amendment.

The Fund's offering pursuant to this Prospectus has been submitted to the Authority for the purpose of offering the Fund within the United Arab Emirates. Therefore, if the Fund is offered in any other country, the Investment Manager shall be responsible for taking all necessary procedures and obtaining the required approvals from the relevant authorities in those countries before offering the Fund there.

The parties managing the Fund undertake to fully comply with all laws, regulations, and decisions applicable in the State and those issued at any time by the Securities and Commodities Authority.

This Prospectus was approved by the Securities and Commodities Authority of the United Arab Emirates on 13 / 06 / 2025. The Authority's approval of this Prospectus shall not be construed as an endorsement of the investment's viability or a recommendation to subscribe to the Fund Units. The approval only indicates that this Prospectus includes the minimum required information in accordance with the issuance and disclosure rules applicable by the Authority. The Authority shall not be responsible for the accuracy, completeness, or adequacy of the information contained in this Prospectus and shall not bear any liability whatsoever for any harm or loss suffered by any person due to reliance on this Prospectus or any part thereof.

This Prospectus has been prepared in compliance with all laws, regulations, and decisions applicable in the State. Any provision of this Prospectus that conflicts with such laws, regulations, or decisions shall be considered null and void. The Management Company shall bear full responsibility for the consequences of such a violation unless a specific resolution has been issued by the Authority in this regard.

This Prospectus was issued on 13 / 06 / 2025.

Definitions, Terminologies and Abbreviations

The phrases and words shall mean the definitions stated opposite each of them. This section "Definitions, Terminologies, and Abbreviations" contains a list of the definitions and abbreviations referred to in the data and information contained in this Prospectus, unless the context requires otherwise.

Terminology	Description
UAE or the State	: United Arab Emirates
SCA or the Authority	: Securities and Commodities Authority in the United Arab Emirates.
Decision / Regulation	: SCA Board of Directors' Decision No. (1 / R.M) of 2023 concerning the Investment Funds Regulation and its amendments.
Anti-Money Laundering and Counter-Terrorism Financing Regulation	: SCA Board of Directors' Decision No. (21 / R.M) of 2019 concerning Anti-Money Laundering and Counter-Terrorism Financing Procedures and its amendments.
Similar Investment Funds	: Refers to money market funds whose investment strategy is acceptably similar to the Fund's strategy.
Dirham or AED	: The official currency of the United Arab Emirates.
The Fund / "Nama'a"	: Nama'a Shariah -Compliant Money Market Fund (Nama'a) – A local, public, open-ended fund with cumulative daily returns, established and licensed by the Securities and Commodities Authority.
Management Company / Investment Manager	: Mada Capital Investment Management (Private Joint Stock Company), licensed by the Securities and Commodities Authority under license number (202000000014) to engage in the activity of establishing and managing investment funds.
Investment Management Agreement	: The investment management agreement concluded between the Fund and the Management Company, pursuant to which the Management Company shall act as the Investment Manager of the Fund.
Service Providers Agreements of the Fund	: The agreements concluded between the Fund and the Fund's service providers, pursuant to which the service providers are appointed. These include administrative services, the custodian, the Registrar of Units, the auditor, the legal advisor, the Shariah Supervisory Committee, the receiving agents for subscription applications and funds, and any other parties required for the Fund's operational activities.

Activity Officer	: Refers to the person authorized by the Authority and appointed by the Management Company to be responsible for and oversee all activities, operations, and procedures of the Fund.
Fund's Investment Officer (Investment Officer)	: Refers to the natural person authorized by the Authority and appointed by the Management Company to be responsible for managing the Fund's investment decisions and overseeing all investment and operational activities of the Fund in accordance with the directives and strategies agreed upon with the Investment Committee.
Administrative Services Provider	: Refers to Mada Capital Investment Management (Private Joint Stock Company), or any other person or entity appointed by the Management Company. The Administrative Services Provider shall be responsible for fulfilling its obligations as set out in this Prospectus or any other obligations assigned to it from time to time.
Fund Auditor	: The auditor who takes responsibility for auditing the Fund's annual financial statements in accordance with International Auditing Standards.
Custodian	: The legal entity who takes responsibility for safekeeping the Fund's asset documents and is duly licensed to conduct custodian activities in accordance with applicable laws and regulations.
Fund Units Promoter	: Refers to Mada Capital Investment Management (Private Joint Stock Company) and any other entity appointed by the Management Company to promote the Fund's units to investors and to carry out its obligations under this Prospectus and any other related responsibilities assigned by the Management Company from time to time.
Registrar of Units and Transfer Agent	: The entity who takes responsibility for maintaining and keeping an accurate register of unitholders and for processing and recording the issuance and transfer of ownership of units.
Legal Advisor	: The legal advisor responsible for reviewing all contracts, agreements, and legal transactions of the Fund; handling complaints and legal violations; providing legal consultations; representing the Fund in internal and external disputes; following up on the execution of judgments; and maintaining case records.
Shariah Supervisory Committee	: An independent committee consisting of scholars specialized in Islamic financial jurisprudence, responsible for ensuring that the Fund complies with the provisions and principles of Islamic Shariah in all its activities, investments, and transactions. The Committee reviews and approves the Fund's Shariah policies

and guidelines, issues fatwas and recommendations on proposed investment products and transactions, follows up on the implementation of its Shariah decisions, reviews periodic reports submitted by management, and issues an annual report to be attached to the Fund's reports, indicating the extent of its compliance with Shariah guidelines.

Subscriber / Investor / Applicant / Unitholder of the Fund	: Interchangeable terms, each used to refer to any natural or legal person who applies to subscribe to the Fund's investment units and thereby owns investment units for the purpose of investment, representing a portion of the Fund's capital.
Public Investment Fund	: An investment fund established in the State (open-ended or close-ended) and directed at all investors.
Open-Ended Investment Fund	: A fund with variable capital that increases through the issuance of new units and decreases through the redemption of existing units.
Islamic Money Market Investment Fund	: A local open-ended investment fund managed in accordance with the principles and provisions of Shariah. Its investment policy consists of investing its assets in Shariah - compliant money market instruments, such as short-term sukuk, investment deposits, and other Islamic financing instruments, in accordance with the regulations governing money market investment funds annexed to the Investment Funds Regulation, and after being approved by the Fund's Shariah Supervisory Committee.
Shariah -Compliant Investment Fund	: An investment fund established and operated in accordance with the principles and provisions of Shariah , and managed to ensure full compliance with the Shariah guidelines approved by an independent Shariah Supervisory Committee. The fund is committed to investing in assets, instruments, and activities that are permissible under Shariah law, and to avoiding any transactions or sectors that are prohibited, such as usury (riba), alcohol, gambling, tobacco, or any other activities that contradict Islamic principles.
Fund Assets / Investments	: Includes all assets of the Fund that are compliant with Shariah principles, including — but not limited to — investments in sukuk, Murabaha transactions, Islamic investment deposits, short-term financial instruments compliant with Shariah rules, cash assets, Islamic money market transactions, other Islamic investment instruments, tangible and intangible properties, and all balance sheet items comprising any other assets with economic value that the Fund may lawfully own and that can be converted into cash in accordance with Shariah guidelines.

Islamic Income Instruments	: Financial instruments issued by companies, governments, public authorities, or public institutions that provide the holder with returns in the form of financial securities and instruments compliant with Shariah principles, issued by governmental entities, institutions, or companies. These instruments offer the holder legitimate future returns in the form of lawful periodic cash returns and distributions derived from permissible economic activities.
Islamic Securitization	: The conversion of a pool of illiquid Shariah-compliant assets such as Ijarah contracts into securities backed by those assets, issued through a financing structure that is compliant with Shariah principles and subject to the approval of the Shariah Supervisory Committee.
Asset-Backed Securities	: Shariah-compliant securities issued based on assets that generate legitimate cash flows, such as Ijarah contracts, Murabaha transactions, or financing sukuk, and are secured by those assets in accordance with an approved Shariah structure.
Shariah -Compliant Repurchase Agreement	: A Shariah-compliant sale and purchase agreement (such as a Murabaha sale) executed between two parties involving a Shariah -compliant financial asset or sukuk, whereby one party sells the asset to the other with an obligation or a promise to repurchase it at a later date and at an agreed price, in accordance with legitimate financing structures and subject to the approval of the Shariah Supervisory Committee.
Shariah -Compliant Reverse Repurchase Agreement	: The counter agreement to a repurchase agreement, wherein the second party purchases a Shariah -compliant asset under a legitimate contract (such as Ijarah or Murabaha), with a promise to resell it to the first party at an agreed future date and price, in accordance with Shariah standards.
Islamic Money Market Transactions	: Short-term financial transactions conducted in the money market using Shariah -compliant financial instruments, such as interbank Murabaha, short-term sukuk, Islamic investment deposits, and other instruments that provide liquidity and yield enhancement without violating the provisions of Shariah.
Net Asset Value (NAV) of the Fund	: The total fair market value of the investment fund's assets, minus all expenses, fees, and liabilities, calculated at the valuation point.
Investment Unit	: A security that represents its holder's share in the net asset value of the investment fund or in its assets, depending on its nature.
Prospectus / Offering Document	: The public offering document for the investment units of the Nama'a Shariah -Compliant Money Market Fund "Nama'a".

Terms, Conditions, and Basic Rules of the Fund	: A set of rules, provisions, and clauses related to the Nama'a Shariah-Compliant Money Market Fund (Nama'a), which govern the operation of the "Fund" and regulate the contractual relationship between the unitholders, the Fund's founder, and the Fund's investment manager, as stated in this Prospectus.
Offering	: The public offering of the Fund's investment units to the public of natural and legal entities.
Subscription Commencement Date of the Fund	: The date on which the subscription period begins and the initial public offering of the Fund's investment units to the public commences, corresponding to 30/06/2025.
Subscription End Date of the Fund	: The date marking the end of the subscription period and the conclusion of the initial public offering of the Fund's investment units to the public, corresponding to 11/07/2025, which may be extended until the end of business day on Friday, 25/07/2025, or any other date following the first five business days from the subscription commencement date as approved by the Fund Manager in accordance with the early closing provisions set out in this Prospectus.
Entities Receiving Subscription (Application) Requests	: Mada Capital Investment Management (Private Joint Stock Company) and any Islamic banks or financial institutions contracted by the Fund Manager to receive subscription applications from investors, as announced on the Fund Manager's website.
Subscription Form / Application Form	: The form for subscribing to the Fund's investment units, attached to the appendices of this Prospectus, which must be completed and signed by the investor through one of the designated receiving entities in order to subscribe to the Fund's units, accompanied by any documents or information required under the Authority's regulations and Anti-Money Laundering and Counter-Terrorism Financing rules.
Subscription to the Fund's Units	: Refers to the application to subscribe to the Fund's investment units during the initial public offering period, in accordance with the conditions specified in the section titled "Subscription to Investment Units."
Subscription Price	: Means the price to be paid by the investor in exchange for purchasing one investment unit of the Fund during the subscription period. The subscription price is one (1) UAE Dirham per investment unit, which equals the nominal value of the unit without any additional subscription fees.

Purchase of Investment Units / Subscription to the Fund	<p>: Refers to the act of investors purchasing the Fund's investment units after the closing of the initial subscription period. This is done through the Registrar of Units and Transfer Agent, or any of the subscription receiving entities appointed by the Management Company (as announced on the Investment Manager's website).</p> <p>Subscription requests for the Fund's units may be submitted throughout the life of the Fund, as it is an open-ended fund (variable capital) that allows for daily redemption of units and issuance of new investment units.</p>
Redemption	<p>: Refers to the investor receiving the cash amount equivalent to the net asset value of the investment units they own and that are outstanding on the redemption date, based on the redemption request submitted by the investor. The calculation method is detailed in the section titled (Redemption of Units) in this Prospectus.</p>
Net Asset Value Per Unit (NAVPU):	<p>: The monetary value of any investment unit in the Fund, calculated based on the total value of the Fund's assets minus liabilities, expenses, and obligations (NAV), divided by the total number of outstanding units on the valuation date.</p> <p>The monetary value of any investment unit in the Fund, calculated based on the total value of the Fund's assets minus liabilities, expenses, and obligations (NAV), divided by the total number of outstanding units on the valuation date.</p>
Issuance of New Investment Units	<p>: Refers to the process whereby the Fund Manager issues and sells new investment units or replaces the investment units that have been redeemed.</p>
Fund Management Fees	<p>: The compensation, fees, and expenses payable to the Fund Manager in return for managing the Fund's assets.</p>
Fund's Fees	<p>: The amounts payable by the Fund to the Fund Manager and the Fund's service providers, such as the Administrative Services Provider, the Custodian, the Legal Advisor, the Registrar of Units, the Auditor, the Shariah Supervisory Committee, and other service providers offering services to the Fund pursuant to agreements with the Fund's Founder.</p>
Fund's Expenses	<p>: Amounts payable by the Fund as fees or charges to any parties or entities necessary for the Fund to carry out its activities, such as fund license renewal fees, brokerage expenses, transaction fees, and any other operational expenses.</p>
Business Days	<p>: The official business days of banks in the United Arab Emirates.</p>
Valuation Day	<p>: The day on which the Net Asset Value of the Fund is calculated.</p>

Valuation Point	: At the close of business in the last relevant market related to the Fund's investments on each Valuation Day.
Dealing Day	: Means the day on which requests for the subscription or redemption of the Fund Units may be submitted, and it must be an official Working Day.
Entitlement Day	: Means the day on which the Investment Units are issued to the investor against their subscription requests, or the day on which the redemption value of the Investment Units becomes due to the investor against their redemption requests.
Financial Year	: The financial year of the Fund begins on January 1 and ends on December 31 of each year, except for the first financial year of the Fund, which begins from the date of the Fund's licensing until the end of the following financial year on December 31, provided that the total financial period does not exceed 18 calendar months.
Related Parties:	: <ol style="list-style-type: none"> 1. Local service providers of the Fund. 2. The Chairman and members of the Board of Directors, senior management of any of the local service providers of the Fund, their delegates, and each of their spouses and minor children. 3. Financers to the local Fund. 4. Any person who owns or is considered a "beneficial owner" directly or indirectly of investment units representing 5% or more of the Fund's units. 5. Any person who exercises control over any of the aforementioned. 6. Any person controlled by any of the aforementioned. 7. Any person with whom there exists an agreement or arrangement – direct or indirect – relating to the local Fund. 8. Any person who was a related party to the local Fund during the six months preceding the transaction or deal related to the Fund. 9. Any person who is known to become a related party to the local Fund within the six months following the transaction or deal related to the Fund. 10. Any other person classified as a related party to the local Fund pursuant to what may be issued by the Authority in this regard.
Fund Service Providers:	: A person who provides services to the investment fund, including but not limited to:

1. The Fund Manager.
2. Investment fund administrative services.
3. The Custodian.
4. The Auditor.
5. The Legal Advisor.
6. The Shariah Supervisory Committee.
7. Any other persons associated with the Fund according to its nature and investment policy.

Register of Unitholders:	: The register that contains the data and transactions of the unitholders of the Fund, which is maintained, updated, and retained by the Management Company in its capacity as the Register Administrator of the unitholders and the Unit Transfer Agent.
Investment Committee:	: The committee formed within the Management Company and responsible for planning the implementation of the investment management policy, monitoring actual performance, and overseeing control.
Value Added Tax (VAT):	: The value added tax imposed on the import and supply of goods and services at each stage of production and distribution, as applied in the United Arab Emirates pursuant to Federal Decree-Law No. (8) of 2017 on Value Added Tax, and Cabinet Decision No. (52) of 2017 concerning the Executive Regulation of Federal Decree-Law No. (8) of 2017 on Value Added Tax.

Notes:

1. Any reference to the singular in this Prospectus shall also include the plural and vice versa.
2. Any phrase using terms such as "including," "includes," "in particular," or any similar expression shall be construed as illustrative only and shall not limit the meaning of the words preceding those terms.
3. Any reference in this Prospectus to Mada Capital for Investment Management and/or the Management Company shall also include their successors and assigns.
4. Any reference in this Prospectus to persons shall include legal entities, natural persons, entities, or other legal bodies.
5. References to periods of time in this Prospectus shall be construed in accordance with the Gregorian calendar, unless expressly stated otherwise.
6. The amended version of this Prospectus, or any appendices and modifications made from time to time, shall be considered valid.

Key Investor Information Document (KIID)

and Summary of the Offering Document for Unitholders

This summary should be read as an introduction to this Offering Document and should not be relied upon in isolation from the detailed information set out in the Terms and Conditions contained in the Offering Document. The Offering Document includes further detailed information, and any investment decision must be made based on a full review of all the information provided therein. Certain terms appearing in the Terms and Conditions, when referenced in this Document, shall bear the same meaning as defined in the section titled "Definitions, Terms, and Abbreviations."

Item	Description
Fund Name	: Nama'a Islamic Money Market Fund "Nama'a"
Type of Fund	: Local open-ended Islamic money market investment fund that does not track a specific index. It offers cumulative daily returns and is offered for public subscription to both natural and entities.
Name of the Fund Founder and Investment Manager	: Mada Capital Investment Management (Private Joint Stock Company), licensed by the Securities and Commodities Authority to conduct the activity of establishing and managing investment funds in the UAE under license number [202000000014].
Initial Target Fund Size	: The initial target capital of the Fund is AED 1,000,000,000 (One Billion UAE Dirhams), divided into 1,000,000,000 (One Billion) investment units with a nominal value of one (1) UAE Dirham per investment unit. The minimum capital of the Fund is AED 250,000 (Two Hundred Fifty Thousand UAE Dirhams), divided into 250,000 investment units with a nominal value of one (1) UAE
Fund Currency	: UAE Dirham.
Classes of Investment Units	: There are no different classes of investment units for the Fund. However, the Fund Manager reserves the right to issue other classes of investment units at its sole discretion, subject to the approval of the Authority and notification of existing unitholders.
Nominal Value of the Investment Unit	: One (1) UAE Dirham per investment unit.
Subscription Price	: One (1) UAE Dirham per investment unit.

Subscription Fees / Expenses : No subscription fees are charged to investors.

Redemption Fees / Expenses : No redemption fees or expenses are charged to investors. However, the Fund Manager reserves the right to impose a fee not exceeding 2% of the net value of the redeemed units, which shall be added to the total assets of the Fund, in accordance with the terms and conditions stated in the section titled "Expenses, Commissions, and Fees – Redemption Fees."

Fund Establishment Expenses : All expenses paid by the Management Company to complete the process of establishing and licensing the Fund with the Authority shall be borne by the Fund Manager. All legal consequences arising from the procedures and contracts undertaken and concluded by the Management Company on behalf of the Fund during the establishment and licensing process shall be transferred to the Fund as of the date the Authority approves the commencement of the Fund's activities.

Eligible Investor for Subscription / Investment in the Fund's Investment Units : There shall be no restrictions on any person subscribing to or purchasing units of the fund by members of the public, whether citizens or foreigners, natural or legal entities. There will be no restrictions on subscribing to or owning the units, except for prohibited persons.

Prohibited Person : A person whose direct or indirect transfer of ownership or purchase of the Fund's investment units would:

- Constitute a violation of any laws or regulations in force in any country or official authority, whether individually or in conjunction with any other related circumstances; or
- Cause the Fund to incur legal liabilities or tax or financial obligations that the Fund would not otherwise have incurred or borne; or
- Result in the Fund being subject to additional regulatory requirements or registration obligations in relation to any of its units in any country where the Fund is not registered and does not intend to be.

Minimum Subscription limit : The minimum subscription amount is set at one hundred (100) UAE Dirhams, equivalent to one hundred (100) investment units. Any additional investment must be in increments of no less than one (1) UAE Dirham or its multiples.

Maximum Subscription Limit	: There is no maximum limit for subscribing to the Fund's investment units. The Founder and the Fund's Investment Manager may subscribe to the Fund's investment units either directly or indirectly, or through their affiliated companies.
Initial Public Offering Period	: The offering period shall last for 10 business days, starting on Monday, 30/06/2025, and ending at 12:00 PM on Friday, 11/07/2025. This period is extendable for an additional 10 business days, starting on Monday, 14/07/2025, and ending at 12:00 PM on Friday, 25/07/2025, in the event that the subscription does not reach the minimum fund size of AED 250,000 during the initial period.
Subscription Closing Date	: The subscription closing date shall be Friday, 11/07/2025, or Friday, 25/07/2025, in the event of an extension of the subscription period for an additional equivalent term. Alternatively, it may be any other date after the first five business days from the subscription commencement date, as approved by the Fund Manager in accordance with the provisions of this Prospectus regarding early closure of the subscription.
Early Closure of Subscription	: The Fund Manager may close the subscription after five business days have elapsed, whether during the initial offering period or the extension period, in the event the minimum capital of the Fund has been covered. The Manager must notify the Authority and announce it to the subscribers via the website at least three business days prior to the closing date.
Fund Term	: 99 years starting from the date the Fund is licensed to commence its operations by the Securities and Commodities Authority.
Commencement Date of the Fund's Activities	: The Fund shall commence its activities after the end of the subscription period and upon obtaining the license to operate from the Securities and Commodities Authority.
The Fund's Financial Year	: The Fund's financial year begins on January 1st and ends on December 31st of each year, except for the first financial year, which starts from the date of the Fund's licensing and continues until the end of the following financial year on December 31st, provided that the total financial period does not exceed 18 calendar months.

Investment Committee	: The management company, through its internally formed Investment Committee, undertakes all activities related to the management of the Fund in accordance with the investment objectives, investment policy, and investment restrictions specified in the Prospectus. The Investment Committee is composed of the members listed below. The management company may appoint additional members or replace current members of the Investment Committee after notifying the Authority and the unitholders. There will be no fees, charges, or expenses borne by the Fund in relation to the formation or activities of the Investment Committee or its members. The management company shall bear all such costs and expenses.
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Fund Objectives	: Nama'a Islamic Money Market Fund is a low-risk investment fund that aims to preserve capital and grow returns on surplus liquidity for institutions and individual investors. The Fund provides a flexible investment and savings vehicle that allows investors to benefit from a daily cumulative return by investing in short-term Shariah-compliant financial instruments.
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The Fund adopts a daily redemption mechanism, offering investors flexibility in accessing liquidity whenever needed. It aims to generate a higher profit return compared to Shariah-compliant bank deposits, while fully adhering to Shariah guidelines in all its transactions and investments.

The Fund focuses on investing in a diversified portfolio of Islamic money market instruments, such as Murabaha and Wakala contracts, with investments distributed across various timeframes and liquidity conditions to enhance stability, reduce the impact of market fluctuations, and maintain high levels of liquidity.

Fund Investment Markets	: All local, regional, and global money markets that include investment instruments compliant with the principles of Shariah and denominated in UAE Dirhams, US Dollars, or any other currencies with a fixed exchange rate or that can be hedged against the risk of exchange rate fluctuations relative to the UAE Dirham.
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Fund Investment Policy	: The portfolio composition of the Fund's financial assets is primarily based on investing in short- to medium-term Islamic money market instruments that provide liquidity and returns in accordance with the principles of Shariah. These investments include, but are not limited to, the following: <ul style="list-style-type: none"> • Cash, liquid funds, and Islamic money market transactions deposited with or executed through Islamic banks or Islamic windows of licensed banks within the UAE, or those licensed by a regulatory authority equivalent to the UAE Central Bank outside the country. • Islamic deposits such as Murabaha contracts with licensed financial institutions and investment agency agreements structured in accordance with Shariah principles, including short-term investment agency contracts with Islamic banks or financial institutions. • Debt instruments issued through Shariah -compliant structures, including Islamic sukuk with a credit rating of no less than investment grade issued by one of the credit rating agencies recognized by the Authority. • Units of public Islamic money market funds that follow an investment strategy similar to that of the Fund and invest in Shariah -compliant instruments. • Units of Islamic investment funds specialized in income-generating debt instruments. - All of the Fund's investments are subject to review and approval by the appointed Shariah Supervisory Board to ensure full compliance with the principles and rules of Islamic Shariah.
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Investment Restrictions	: <ul style="list-style-type: none"> • Commitment to retain at least 10% of the Fund's assets as cash liquidity or Shariah-compliant investments with a maturity date or remaining maturity period not exceeding 7 days. • The maximum period of any investment in the Fund shall not exceed 397 days, with the exception of investments that can be liquidated within five working days. • The maximum weighted average of the maturity of the Fund's investments shall not exceed 180 days. • Evaluation of the Fund's assets according to the Fair Value principle if current market price is not available, as outlined in the section titled "<i>Valuation of the Fund's Investment Units</i>".
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- The credit rating of the invested debt instruments shall not be less than investment grade by one of the rating agencies recognized by the Authority.
- Refraining from Financing or entering into transactions that entail obligations, with the exception of financing to cover redemption requests up to a maximum of 10% of the Fund's Net Asset Value (NAV).
- The Fund's investments in Shariah-compliant debt instruments from one issuance shall not exceed 10% of the fund's total asset value.
- The Fund's investments in Shariah-compliant securitizations shall not exceed 10% of the fund's total asset value.
- The Fund's investments in deposits, debt instruments, or investment units with one or more entities belonging to the same group shall not exceed 25% of the Fund's total assets value, unless that is a local government entity.
- Investing in Shariah-compliant money market funds shall not exceed 15% of the Fund's total assets, provided that investments in funds managed by a single manager shall not exceed 10% of the Fund's total assets value.
- The Fund may invest in Shariah -compliant hedging instruments or contracts strictly for hedging purposes, provided that such investment does not exceed 5% of the Fund's Net Asset Value, and the issuing entity is subject to capital adequacy regulations from a regulatory authority equivalent to the Authority.

The Fund Manager shall continuously comply with the investment policy restrictions applicable to money market funds and any amendments thereto under the Investment Funds Regulation issued by the Securities and Commodities Authority.

Fund Investments in Other Investment Funds	: The Fund may invest in other investment funds that are compliant with the principles of Shariah, provided that such investments do not conflict with the investment restrictions set forth in this Prospectus and are in accordance with the regulations issued by the Authority in this regard.
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Frequency of Calculation of the Fund's Net Asset Value (NAV) : Daily on official business days.

Type of Management : An investment management company licensed by the Securities and Commodities Authority.

Administrative Services Provider : Mada Capital Investment Management (Private Joint Stock Company).

Registrar and Unit Transfer Agent : Mada Capital Investment Management (Private Joint Stock Company).

Custodian : First Abu Dhabi Bank.

Shariah Supervisory Committee : Shariah Review Bureau

Legal Advisor : Bonnard Lawson

Auditor : BDO Chartered Accountants

Fund Promoter : Mada Capital Investment Management PJSC.

Subscription Receiving Parties : Emirates Islamic Bank – Mada Capital Investment Management PJSC.

Subscription Funds Receiving Party : Emirates Islamic Bank.

Redemption, Its Frequency, and Mechanism : The unitholder, or their legally authorized representative, may redeem some or all of the investment units during official working hours. Redemption requests submitted by 10:00 AM on any official working day will be processed on the same day, and the entitlement date will be the same day as the submission. Requests submitted after 10:00 AM will be processed on the next working day, and the entitlement date will be the following working day. The value of the units to be redeemed is determined based on the Net Asset Value Per Unit (NAVPU) of the Fund's assets as announced on the entitlement date on the Fund's official website. The valuation is calculated according to the formula outlined in the section titled "Valuation of Investment Units" in this Prospectus.

Subscription After the End of the Initial Offering Period : Requests to purchase new investment units may be submitted during official working hours through the designated subscription receiving agents of the Fund.

Requests submitted by 10:00 AM on any official working day will be processed on the same day, and the entitlement date will be the same as the submission date. Requests submitted after 10:00 AM will be processed on the next working day, and the entitlement date will be the following working day. The investment amount must be paid via a bank transfer to the Fund's account, accompanied by proof of the completed transfer submitted with the purchase request.

The value of the units to be purchased will be determined based on the Net Asset Value Per Unit (NAVPU) of the Fund's assets as announced on the entitlement date on the Fund's official website. The valuation is calculated according to the formula outlined in the section titled "Valuation of Investment Units" in this Prospectus.

Receipt of Subscription and Redemption Forms	:	The subscription, purchase, and redemption forms shall be received by the Registrar of Units and Transfer Agent, and through the subscription receiving agents appointed by the Fund Manager from time to time and announced on the Fund's official website, in accordance with the templates provided in this Prospectus.
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Basis for Calculating the Net Asset Value (NAV) of Units	:	The Net Asset Value of the Fund will be determined by the Administrative Services Provider on a daily basis during official working days. It shall be calculated by deducting all liabilities due by the Fund from the total value of the Fund's assets, in addition to any income or profits accrued during the period. Any expenses or accrued fees—whether paid or not—shall also be deducted, along with any other items in accordance with International Accounting Standards. The Net Asset Value of the Fund and the units shall be denominated in UAE Dirhams. In the event that there are any items denominated in other currencies, they shall be converted into UAE Dirhams based on the prevailing exchange rates at the time of valuation, as determined by the Fund's Administrative Services Provider.
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Investments by the Fund Manager in the Offered Investment Units	:	The Fund Manager (Mada Capital for Investment Management) may guarantee the coverage of part or all of the subscription value and invest in the offered investment units of the Fund, either directly for its own account, indirectly, or through an affiliated group.
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Periodic Reports Available
to the Unitholders of the
Fund

- The annual financial statements approved by the Fund Manager and the Fund's Auditor.
 - A reviewed semi-annual report prepared by the Fund's Auditor.
 - A semi-annual and annual performance report, issued within no more than forty-five (45) days from the end of the semi-annual period, and within no more than three (3) months from the end of the Fund's fiscal year. The report shall include the Fund's performance, activities, any material developments or changes, and risks related to its performance.
 - A daily statement of the Fund's Net Asset Value per Unit (NAV) on official business days.
 - The Fund Manager shall also provide additional periodic reports to investors from time to time, as required by events and by the decision of the Fund Manager.
- These reports will be announced and published for unitholders on the Fund Manager's website.

Unitholders' Rights in the
Ownership of the Fund's
Assets

- An investment unit in the Fund is a security representing a share in the Fund and grants its holder the full rights arising therefrom.
- Investors collectively own the assets and proportionally share in any appreciation or depreciation in asset value resulting from gains, losses, income, profits, and dividends (if any), as well as the costs associated with the Fund's activities, based on the number of units they hold.
- The Fund units grant their holders equal rights. Each unitholder shares in the profits and losses resulting from the Fund's activities proportionally to the number of units held in relation to the total units of the Fund.
- The purchase of units in the Fund does not grant the unitholder the rights granted to shareholders in commercial companies, nor does it grant any ownership rights, voting rights, control rights, or any other rights in the underlying assets, except as provided in this Prospectus.
- Subscription to units does not grant investors any voting rights or any other individual rights to receive portions of profits or other allocations from the Fund or its underlying assets, or any other rights in connection with the Fund's underlying assets, except as expressly provided in this Prospectus.

Benchmark / Fund Performance Measure	: The Fund does not follow any specific benchmark or performance measure.
Type of Capital	: Open-ended
Redemption Frequency	: Daily on official working days.
Fund Distributions	: The Fund will not distribute any profits. The Administrative Services Provider will calculate the Fund's daily cumulative return, based on which the net share of each investment unit in the Fund's net market asset value is determined, including its net share of realized returns. Any portion of the realized returns may be obtained by redeeming a number of investment units.
Shariah Compliance	: Compliant with the principles of Islamic Shariah.
Activities Proposed to Be Outsourced to Third Parties	: No activities have been outsourced to external parties. However, the Investment Manager has the right to outsource certain activities and tasks in accordance with the regulations and provisions issued by the Authority in this regard and subject to obtaining the Authority's prior approval.
Fund Investment Manager's Fees	: The Fund Investment Manager is entitled to fees equivalent to [0.75]% annually of the Fund's Net Assets, accrued daily and paid monthly, in return for managing the Fund's assets. The Investment Manager may, at its sole discretion, waive part or all of the fees due to it for managing the Fund.
Custodian Fees	: A fee of [0.04]% per annum is applied to eligible Islamic income generating securities held through Euroclear, and a fee of [0.05]% per annum is applied to money market instruments. In addition, a settlement commission of USD 10 per transaction is charged, with a minimum annual fee of [AED 168,000], plus Value Added Tax (VAT). These fees are calculated based on the Net Asset Value of the Fund's assets under custody, accrued daily, and paid monthly.
Administrative Services Provider Fees	: A fee of [0.04]% per annum is calculated based on the Net Asset Value of the Fund's assets under custody. This fee is accrued daily and paid monthly.
Registrar of Units Fee	: A fee of [0.01]% per annum is calculated based on the Net Asset Value of the Fund in consideration for the

provision of Registrar of Units services to the Fund. This fee is accrued daily and paid monthly.

Fund Auditor Fees	: An amount of USD [15,000] per annum for auditing the fund's annual and interim financial statements. These fees are accrued daily and paid semi-annually. The fees are subject to negotiation during the fund's operational years based on the fund's size, its transactions, and prevailing market fee levels.
Fund Units Promoter Fees	: The fund will not bear any promotional fees, as the Management Company will promote the fund units free of charge.
Legal Advisor Fees for the Fund	: An amount of USD [8,200] per annum shall be paid in consideration of the legal advisory services provided to the fund. These fees shall be accrued daily and paid semi-annually. In the event that the scope of work exceeds 20 hours in any given year, additional fees shall be charged based on the hourly rates of the legal advisory firm, which range between AED 740 and AED 2,940 per hour. The fees shall be renegotiated during the fund's operating years in accordance with the fund's size, transactions, and prevailing market rates.
Shariah Supervisory Committee Fees	: An amount of AED [16,500] per annum shall be paid in consideration of the Shariah Supervisory Committee's services for the fund. These fees shall be accrued daily and paid quarterly. In the event that the scope of work exceeds the agreed-upon standard scope in any given year, additional fees shall be charged based on the nature of the tasks performed. The fees shall be renegotiated during the fund's operating years in accordance with the fund's size, transactions, and prevailing market rates.
Administrative Expenses and Service Fees Payable to External Parties	: The fund shall bear the following expenses and other fees: <ul style="list-style-type: none"> • Trading fees related to the securities in which the fund invests. • Operational expenses, banking charges, and legal fees. • Fees imposed by governmental, regulatory, or supervisory authorities. • Any taxes applicable to the fund's operations.

- Any other fees related to the management and operation of the fund.

Administrative Office of the Fund	: Office No. (2301) – 47 Al Marsa Street – 23rd Floor, Marina Plaza Tower – Jumeirah – Dubai Marina – Emirate of Dubai – United Arab Emirates. P.O. Box: 478513 – Dubai Email: Nama'a@madacapital.com
License Number and Date of the Fund	: License issued by the Authority No. 2025/188/KH/ISH dated 13/06/2025.
Fund Board of Directors	: No separate Board of Directors has been formed for the Fund, and there is currently no organizational, administrative, or supervisory structure for the Fund other than the responsibilities assigned to the Fund Manager, the Investment Committee, and the Fund's Service Providers. The Authority will be notified, and unitholders will be informed through the Fund's official website, in the event that the Fund Manager decides to establish a separate Board of Directors to assume overall supervision of the Fund's investment, administrative, and operational activities.
Risk Disclosure Statement of the Fund	: Although the Fund is of a low-risk investment nature, this does not eliminate the risks associated with the underlying assets in which the Fund intends to invest. The value of investments in the Fund and the income derived therefrom may decrease in response to market fluctuations and the performance of the invested assets. Unitholders should be aware that there is no guarantee provided by the Fund Manager regarding the achievement of the investment objectives set forth in this Prospectus. Please refer to the detailed Risk Statement in the section titled "Investment Risks" within this Prospectus.
Entities Responsible for Providing Subscription-Related Information for the Investment Fund	: <ul style="list-style-type: none"> • The Management Company (Mada Capital for Investment Management "PJSC"). • The entities receiving subscription applications for the Fund's investment units, as announced and updated on the Fund's official website. • The promoters appointed by the Management Company, as announced on the Fund's official website.

Mechanism for Obtaining Any Information Related to the Fund	: Through the Management Company – Mada Capital for Investment Management (PJSC), the Prospectus, the Key Information Document (KIID) Summary, annual and periodic reports and notifications, and any other relevant information will be made available continuously to unitholders via the Management Company's official website (www.madacapital.com), with regular updates. This includes access to both the Fund's historical performance record and expected future performance.
Valuation of Investment Units	: The Net Asset Value (NAV) per investment unit, including the accumulated return, is calculated daily by the Administrative Services Provider based on the formula outlined in the section titled "Valuation of Investment Units" in the Prospectus. This value serves as the basis for determining the purchase and redemption price of the investment unit throughout the lifespan of the Fund.

Key Information about the Fund:

1. Fund's Name:

- Nama'a Shariah -Compliant Money Market Fund ("Nama'a")

2. Fund's Founder:

- Mada Capital Investment Management LLC (Private Joint Stock Company), incorporated in the Emirate of Dubai and licensed by the Securities and Commodities Authority (SCA) to carry out the activities of establishing and managing all types of investment funds within the UAE and providing administrative services to such funds, under license number (202000000014).
- Mada Capital Investment Management is a company specialized in establishing and managing investment funds and providing administrative services thereto. The company's founders possess over 20 years of extensive experience in investment and banking, enabling them to offer structured investment solutions and advisory services to both individual and institutional investors, as well as sub-advisory clients of the fund. Their general focus includes asset management, wealth management, private equity, and venture capital, covering a broad range of financial and investment asset classes.
- Mada Capital Investment Management has the capability to manage client investments and to structure both public and private funds tailored to meet specific investment objectives. The investment team at Mada Capital provides research, investment strategies, advisory services, and ongoing investment management with a focus on vision, innovation, integrity, and professional values.

3. Fund's Category, Type, and Offering Method:

Nama'a Shariah -Compliant Money Market Fund ("Nama'a") is a collective investment vehicle that aims to pool investors' funds for the purpose of investing them in accordance with its investment objectives and policy as set out in this Prospectus. The Fund has been established and licensed by the Securities and Commodities Authority (SCA) as a local – money market – open-ended and variable capital – Shariah-compliant investment fund with daily cumulative returns. It is governed by the regulations issued by the SCA on investment funds and the regulatory framework applicable to money market funds, including their amendments in force from time to time.

Fund Category:

Nama'a is a "stand-alone" open-ended capital investment fund classified under Islamic money market funds and managed in accordance with the principles and provisions of Islamic Shariah under the supervision of an independent Shariah Supervisory Board.

Fund Type:

A low-risk money market fund that aims to preserve capital and generate cumulative daily returns on excess cash balances.

Nama'a is an Islamic money market investment fund that invests in short- and medium-term Shariah-compliant financial instruments such as Murabaha, Wakala, Sukuk, and Islamic deposits, as well as units in other similar Islamic money market funds.

Offering Method:

The Fund is offered through a public and open subscription process to all investors—both natural and legal entities—whether residing within or outside the UAE, in accordance with applicable laws and regulations.

The Fund allows investors to subscribe and redeem units on a daily basis, providing a high level of liquidity and flexibility in managing investment cash flows.

4. Fund's Legal Form:

- The Fund shall acquire legal personality and independent financial liability upon issuance of a license by the Securities and Commodities Authority (SCA). The Fund shall also be deemed to possess a legal personality during the incorporation period to the extent necessary to complete the establishment and licensing procedures in accordance with the SCA's regulations.
- All expenses incurred by the Fund Manager for the purpose of establishing and licensing the Fund with the SCA shall be charged to the Fund. All legal consequences of actions and agreements entered into by the Fund Manager on behalf of the Fund during the establishment and licensing phase shall be transferred to the Fund as of the date of the SCA's approval for the Fund to commence operations.

5. Fund's Registered Address:

Office No. 2301 – 23rd Floor – Marina Plaza Tower
Al Marsa Street – Dubai Marina Area
Dubai, United Arab Emirates

6. Fund's Term:

99 years from the date of licensing by the Securities and Commodities Authority to commence operations.

7. Fund's Website:

[**8. License Date and Number Issued by the Securities and Commodities Authority:**](http://www.madacapital.com>Nama'a</p></div><div data-bbox=)

The Fund was licensed on Friday, corresponding to 13/06/2025.

9. Fund's Investment Objectives:

The Nama'a Shariah -Compliant Money Market Fund aims to:

- Preserve the invested capital and minimize risk exposure by adopting a conservative investment policy in full compliance with Islamic Shariah principles.
- Generate cumulative daily returns on surplus cash held by individual and institutional investors, enabling them to benefit from regular daily earnings within a secure investment environment.
- Provide a high level of liquidity through daily subscription and redemption of fund units.
- Invest in a diversified portfolio of short- to medium-term Islamic money market instruments, including government and bank-issued Islamic debt instruments, highly rated corporate sukuk, repurchase agreements, Islamic deposits, Islamic savings certificates, Shariah -compliant sukuk, Murabaha contracts, Wakala agreements, and other Islamic money market fund units.
- Achieve competitive returns that exceed those offered by traditional Islamic bank deposits, while maintaining full compliance with principles of transparency, corporate governance, and Shariah oversight.
- The Fund's investment policy shall be executed under the supervision of an independent Shariah Supervisory Board to ensure that all financial and investment transactions are fully compliant with Islamic Shariah principles.

10. Fund's Initial Target Size at The Initial Offering Period:

- The initial target size of the Fund is one billion (1,000,000,000) UAE Dirhams at the time of offering, divided into one billion (1,000,000,000) investment units, each with a nominal value of one (1) UAE Dirham.
- If subscription requests exceed the Fund's initial target size, the Fund Manager may increase the Fund's target size to accommodate the excess subscription requests, subject to the approval of the Securities and Commodities Authority. Alternatively, the Fund Manager may allocate units to subscribers on a pro-rata basis in proportion to their subscription amounts, with fractional units resulting from the allocation process being rounded up in favor of small-scale subscribers.

11. Fund's Minimum Capital:

- The minimum capital required for the Fund is two hundred fifty thousand (250,000) UAE Dirhams, divided into two hundred fifty thousand (250,000) investment units with a nominal value of one (1) UAE Dirham per unit.
- If the minimum capital is not raised during the subscription period, the Fund Manager must announce the cancellation of the subscription and refund all amounts subscribed by investors.

12. Fund's Financial Year:

- The financial year of the Fund begins on the 1st of January and ends on the 31st of December of each calendar year. The first financial year shall include the period from the date the Fund is licensed to commence activity by the Authority until the end of the following calendar year.

13. Fund's Base Currency:

- The currency of the Fund is the UAE Dirham. It shall be used for asset and liability valuation, preparation of financial statements, and for subscription, redemption, and liquidation of investment units.

14. Investment Policies and Practices:

The Nama'a Shariah-Compliant Money Market Fund ("Nama'a") adopts a conservative investment strategy aimed at preserving liquidity and generating a low-risk, cumulative daily return, in full compliance with approved Shariah standards and principles. The majority of the Fund's assets are allocated to short- and medium-term Islamic money market instruments. Permitted investment instruments include, but are not limited to, the following:

- **Cash and Liquid Funds**, and Islamic money market transactions deposited with or executed through Islamic banks or Islamic windows of licensed banks either within the UAE or abroad, provided such foreign banks are regulated by an authority equivalent to the UAE Central Bank.
 - **Islamic Deposits**, such as Murabaha contracts with licensed financial institutions and Investment Agency (Wakala) agreements structured in accordance with Shariah principles, including short-term agency investments with Islamic banks or financial institutions.
 - **Debt Instruments** issued in structures compliant with Shariah principles, including Sukuk with an investment-grade credit rating issued by one of the rating agencies recognized by the Authority.
 - **Units of public Islamic money market funds** that follow a similar investment strategy and invest in Shariah -compliant instruments.
 - **Units of Islamic investment funds** specialized in income-generating debt instruments.
- The Fund is strictly prohibited from investing in non-Shariah-compliant financial instruments, such as conventional debt instruments or interest-based derivatives or loans. All investments of the Fund are subject to review and approval by the Shariah Supervisory Board appointed by the Fund Manager.
 - Through this investment policy, the Fund seeks to balance liquidity, risk mitigation, and Shariah-compliant returns, ensuring all practices adhere to Islamic investment principles and reinforcing investor trust and transparency.

To achieve its investment objectives, the Fund Manager follows a strategy centered on capital preservation through the following general guidelines:

1. The Fund will prioritize investments in financial instruments denominated in UAE Dirhams, US Dollars, or currencies with a fixed exchange rate against the UAE Dirham, or in currencies with available hedging instruments to avoid exposure to exchange rate fluctuations.
2. The Fund Manager adheres to risk diversification principles by avoiding concentration and strictly complying with the upper and lower investment limits per asset class, as outlined in the Prospectus and in accordance with the relevant regulations issued by the Authority.

3. The Fund shall not engage in any lending activities or financial leverage. It is also prohibited from using the Fund's assets in any action or transaction that may result in liabilities exceeding the Fund's investment value.
4. The Fund shall maintain at least 10% of its total asset value in the form of cash or investments with maturities or remaining terms not exceeding seven (7) days, to meet potential redemption requests.

15. Investment Decision-Making Mechanism:

- The Fund Manager, through its internally formed Investment Committee, shall manage all activities of the Fund in accordance with the objectives, investment policy, and investment restrictions set forth in this Prospectus. Investment decisions shall be made through monthly meetings of the Investment Committee to review and agree on policies, strategies, means of enhancing returns, market and regulatory conditions, yield trends, liquidity levels, economic indicators, asset allocation policies, and the average maturity profiles of various investments.
- The Investment Committee shall consist of three members. The Fund Manager may, from time to time, appoint additional members or replace existing members of the Investment Committee after notifying the Authority and the unitholders.
- No fees, charges, or expenses shall be borne by the Fund in connection with the formation or activities of the Investment Committee or its members. All such costs and expenses shall be borne by the Fund Manager.

16. Investment Ratio Restrictions to be Complied with by the Fund Manager:

The Fund Manager shall comply with the investment ratios and restrictions in accordance with the applicable regulations and resolutions issued by the Securities and Commodities Authority, including Resolution No. (1/R.M.) of 2023, as may be amended or updated from time to time. Accordingly, the following ratios and restrictions shall be subject to automatic amendment and update upon issuance of any modifications by the Authority:

- Commitment to retain at least 10% of the Fund's assets as cash liquidity or Shariah-compliant investments with a maturity date or remaining maturity period not exceeding 7 days.
- The maximum period of any investment in the Fund shall not exceed 397 days, with the exception of investments that can be liquidated within five working days.
- The maximum weighted average of the maturity of the Fund's investments shall not exceed 180 days.
- Evaluation of the Fund's assets according to the Fair Value principle if current market price is not available, as outlined in the section titled "Valuation of the Fund's Investment Units".
- The credit rating of the invested debt instruments shall not be less than investment grade by one of the rating agencies recognized by the Authority.
- Refraining from Financing or entering into transactions that entail obligations, with the exception of financing to cover redemption requests up to a maximum of 10% of the Fund's Net Asset Value (NAV).
- The Fund's investments in Shariah-compliant debt instruments from one issuance shall not exceed 10% of the fund's total asset value.
- The Fund's investments in Shariah-compliant securitizations shall not exceed 10% of the fund's total asset value.

- The Fund's investments in deposits, debt instruments, or investment units with one or more entities belonging to the same group shall not exceed 25% of the Fund's total assets value, unless that is a local government entity.
- Investing in Shariah-compliant money market funds shall not exceed 15% of the Fund's total assets, provided that investments in funds managed by a single manager shall not exceed 10% of the Fund's total assets value.
- The Fund may invest in Shariah -compliant hedging instruments or contracts strictly for hedging purposes, provided that such investment does not exceed 5% of the Fund's Net Asset Value, and the issuing entity is subject to capital adequacy regulations from a regulatory authority equivalent to the Authority.

17. Subscription into Investment Units:

1. Eligibility to Invest:

Nama'a Shariah-Compliant Money Market Fund ("Nama'a") is a public fund that allows the public—both citizens or foreigners, whether natural or legal entity—to subscribe and invest in its investment units, except for restricted persons. Such investors must be eligible to open a bank account in the United Arab Emirates or a securities brokerage account that enables them to invest in the Fund's units. The subscription amount shall be paid into the Fund's account held with the Custodian, and all amounts related to subscription requests shall be transferred to the bank accounts or brokerage accounts specified by the investor in the subscription or participation request. The following documents must be submitted along with the subscription request:

- **For Individuals:** Natural persons must submit sufficient identification documents acceptable to the Registrar of Units and Share Transfer Agent, to establish the applicant's identity.
- **For Legal Entities:** Companies or other legal entities must provide a notarized copy of the certificate of incorporation, along with any amendments to name documents, the memorandum and articles of association and/or other constitutional documents, which confirm the authority of the authorized signatory to act on behalf of the company or legal entity.
- **For Minors and Persons Lacking Legal Capacity:** Subscription requests must be submitted through legal guardians or custodians, with supporting documentation evidencing their legal authority to act as such.

2. Subscription Receiving Entities:

Mada Capital Investment Management (Private Joint Stock Company), and any Islamic banks or financial institutions contracted by the Fund Manager to receive subscription requests from investors.

3. Minimum and Maximum Subscription Limits:

- The minimum initial subscription is one hundred (100) investment units, equivalent to one hundred (100) UAE Dirhams.
- Any additional investment must be in increments not less than one (1) UAE Dirham and its multiples.
- There is no maximum limit for subscribing to the investment units issued by the Fund.
- Subscribers or participants may trade the Fund's units (redemption and purchase) without any minimum or maximum limit after the subscription process is completed.

18. Location and Method for Obtaining Additional Information on the Fund and the Offering Prospectus:

Name and Contact Details of the Fund Manager's Contact Person:

You may visit the company's headquarters, website, or contact the following designated representative:

Tarek Adel Zaki El Shabrawy

Chief Financial and Administrative Officer

Email: Nama'a@madacapital.com

Phone: +971 4 371 8000

19. Purchase of Units:

- Purchase requests for new investment units are received during official working hours at the authorized entities designated to receive purchase requests for the Fund. Requests submitted by 10:00 a.m. on any official working day will be processed on the same day, with the valuation day being the same day of submission. Requests submitted after 10:00 a.m. will be processed on the next business day, with the valuation day being that following business day. The investment amount must be paid by bank transfer to the Fund's account, accompanied by proof of transfer along with the purchase request.
- The value of the units to be purchased shall be determined based on the Net Asset Value Per Unit (NAVPU) as of the previous day, which is published on the Fund's website on the valuation day, and in accordance with the formula set forth in the section titled "Valuation of Investment Units" in this Prospectus.
- Investment units of the Fund are purchased through a book entry registration of the number of purchased units in the Register of Unitholders as of the valuation date.
- The Fund Manager has the right to appoint additional entities to receive subscription and redemption requests from time to time and shall announce such entities on the Fund Manager's website.

Obligations of Entities Receiving Subscription Requests:

- Ensure communication channels are maintained between themselves, the Fund Manager, and the Fund Administrator.
- Display the Fund's promotional materials visibly at all designated subscription-receiving entities.

- Accept and process subscription/purchase and redemption requests in accordance with the procedures set out in the sections titled "Purchase of Units" and "Redemption of Units".
- Provide the Fund Administrator and the Fund Manager with a report of all purchase and redemption requests at the end of each business day.
- Publish the daily Net Asset Value Per Unit based on the closing value of the previous day, as calculated by the Fund Administrator.

20. Rights and Responsibilities of Unitholders:

- To receive notice of any material, significant, or notifiable changes, as well as any suspension of subscription and redemption of units.
- To review interim reports and audited annual financial reports.
- To vote on any material changes proposed by the Fund Manager during a unitholders' meeting.
- A unitholder of the Fund shall not be liable for the debts or obligations of the Fund. The unitholder's liability shall be limited to the amount invested in the units of the Fund.

21. Redemption of Units:

- A unitholder or their legally authorized representative may redeem all or part of their investment units during official working hours, provided that redemption requests submitted before 10:00 AM on any official business day shall be processed on the same day, which shall be considered the "Redemption Day". Requests submitted after 10:00 AM shall be processed on the following business day, which shall then be the "Redemption Day".
- The value of the units to be redeemed shall be determined based on the Net Asset Value per Unit (NAVPU) of the Fund as of the previous day, as published on the Fund's website on the Redemption Day, in accordance with the formula set forth in the section titled "Valuation of Investment Units" in this Prospectus.
- The value of the redeemed units shall be paid and deducted from the net assets of the Fund on the Redemption Day.
- The Fund is obligated to fulfill the redemption of investment units once the redemption request is approved, subject to any temporary suspension of redemptions (if applicable). The redemption of units shall be reflected by recording the redeemed units in the unitholders' register maintained by the Fund Administration Services Provider.

22. . Temporary Suspension of Redemption Operations:

- The Fund Manager may, under exceptional circumstances, decide to partially fulfill or temporarily suspend redemption operations for a period not exceeding ten (10) business days, provided that the Authority is notified. Such decision shall not become effective unless approved by the Authority after reviewing its justifications and the appropriateness of the suspension period or the redemption ratio in light of the exceptional circumstances justifying it.
- The Authority may suspend redemption operations as deemed necessary for the protection of the public interest.

- The Fund Manager may, after obtaining the approval of the Authority, suspend redemption operations for a period exceeding ten (10) business days if any of the following exceptional circumstances occur:
 1. Redemption requests from the Fund coincide and exceed the Fund's available cash liquidity.
 2. Inability to liquidate the Fund's assets due to exceptional reasons.
 3. A sharp and sudden decline in the value of the Fund's assets.
 4. Force majeure events.
 5. Any other circumstance approved by the Authority.
- The Fund Manager shall notify the unitholders of any suspension of redemption operations through the Fund Manager's website and at the designated entities responsible for receiving redemption requests.
- The Fund Manager shall not accept or process any new subscription/purchase requests during the suspension period of redemptions unless prior approval is obtained from the Authority.
- Upon the cessation of the reasons for suspension of redemptions, the Fund Manager shall notify the Authority and the unitholders of the end of the redemption suspension period.

23. Valuation of the Fund's Investment Units:

The Fund shall invest its assets in income-generating or variable-income generating instruments, and the daily accrued yield of such instruments, depending on their type, must be taken into account during the valuation, regardless of their nominal value or cost price. The value of the investment unit shall be calculated daily as follows (Subject to the non-conflict with International Financial Reporting Standards (IFRS) and according to the following formula:

a. The total assets of the Fund shall be calculated as follows:

- Total cash, current accounts, and deposit accounts held with banks.
- Total accrued income attributable to the valuation period that has not yet been collected.
- Net asset value of investment units in similar money market funds based on the most recently declared redemption value.
- Net value of government *sukuk*, corporate *sukuk*, and treasury bills based on the purchase price plus accrued returns from the date of purchase until the valuation date, calculated based on the yield determined at the purchase price.
- Net value of savings certificates valued at purchase price plus the accrued return from the date of purchase or the last distributed return, whichever is more recent, until the valuation date.
- Added to the above is the value of the remaining asset components of the Fund, such as prepaid expenses, less accumulated amortization.
- For financial instruments that do not have quoted market prices at the time of valuation, or where the last announced price is more than three months old, or where trading is limited or inactive, the valuation shall be based on the purchase price or fair value.

b. The following shall be deducted from the total of the aforementioned values:

All liabilities attributable to the period prior to the valuation date that have not yet been deducted, including bank liabilities such as:

- Credit facilities, if any.
- Bank overdraft balances and provisions established during the period to cover probable and reasonably estimable liabilities.
- Pro-rated share of the Fund Manager's fees, custody fees, administrative services fees, brokerage commissions, publication expenses, auditor's fees, and any other fees pursuant to the Fund's agreements.
- Pro-rated share of prepaid expenses incurred to obtain future economic benefits for the Fund.
- Pro-rated share of establishment expenses and all administrative expenses necessary for launching the Fund, which must be charged to the first financial year.

c. Net result (Net Asset Value per Unit – NAVPU):

The net result of deducting item (b) from item (a) shall be divided by the total number of outstanding investment units at the end of each official business day, and the net asset value per unit shall be announced at the beginning of the following business day.

24. Fund Profits and Distributions

Profit Calculation:

The profits of the Fund shall be determined through the income statement prepared to identify the net profit or loss for the relevant financial period. The income statement shall be prepared in accordance with International Financial Reporting Standards (IFRS) and shall include the following revenues:

- Collected and accrued distributions resulting from the investment of the Fund's assets during the financial period.
- Accrued returns (whether collected or uncollected).
- Capital gains realized from the sale of securities and investment units in other funds.
- Unrealized capital gains resulting from an increase in the net market value of financial instruments.

The following expenses shall be deducted:

- Capital losses resulting from the sale of securities and investment units in other funds.
- Unrealized capital losses resulting from a decrease in the net market value of securities.
- Trading expenses related to the securities in which the Fund is invested.
- Fees imposed by governmental, regulatory, or supervisory authorities.
- Operational expenses, banking fees, and legal fees.
- Administrative expenses and fees payable to third parties for the operation of the Fund.
- Advertising, marketing, and publication expenses.
- Fees of the Fund Manager and service providers.

- Provisions required to be established and approved by the Fund's auditor.
- Any taxes levied on the Fund's activities.
- Any other expenses related to the management and operation of the Fund.

Distributions:

- The Fund is a cumulative return fund, whereby the cumulative daily return of the investment unit is calculated and added to the unit's value by calculating the unit's share of the net assets of the Fund including the accumulated return (NAV). Any portion of the profits may be obtained through the daily redemption of units. The return shall be calculated starting from the day following the actual date of purchase.

25. Fund Expenses, Fees, and Charges

- The following is an indicative table detailing the annual expenses and fees related to the Fund:

Subscription Fees : None

Redemption Fees : None. However, the Fund Manager shall have the right to impose a fee not exceeding 2% of the net asset value of the redeemed units, which shall be added to the total assets of the Fund, in the event that such redemption would materially and adversely affect the Fund's net asset value. This determination shall be at the discretion of the Fund Manager, with the objective of protecting the Fund's net asset value and the net asset value of the investment units held by the remaining unitholders, subject to the following conditions:

- The redemption fee shall be applied only after all available tools to provide the necessary liquidity for redemptions have been exhausted (including the 10% cash liquidity buffer), and the Fund Manager is unable to liquidate further assets without causing a material and adverse impact on the Fund's net asset value.
- The Authority and the unitholders shall be notified of the action taken on the same day the fee is applied.
- The duration during which the redemption fee will be applied shall be specified, and shall not exceed ten (10) business days.
- The fee shall accrue directly to the net assets of the Fund to ensure stability of the Fund's net asset value, and shall not be retained by the Fund Manager.

- The Authority and the unitholders shall be informed of the reasons and circumstances that led the Fund Manager to take such decision, with a detailed explanation of the measures and steps the Fund Manager will take to address those circumstances and provide the necessary liquidity.

Pre-Incorporation Expenses	: All expenses incurred by the Management Company for the purpose of completing the incorporation and licensing of the Fund with the Authority shall be borne by the Fund Manager. All legal effects resulting from actions and contracts undertaken or concluded by the Management Company on behalf of the Fund during the incorporation and licensing process shall be transferred to the Fund as of the date on which the Authority grants approval for the commencement of operations.
Fund Manager's Fees	: In consideration for managing the Fund's assets, the Fund Manager shall be entitled to a fee equal to [0.75%] per annum of the Fund's net returns. This fee shall be accrued daily and paid on a monthly basis.
Custody Services Fees (Custodian)	: A fee of [0.04]% per annum shall be charged for Islamic income-generating securities eligible through Euroclear, and a fee of [0.05]% per annum shall be charged for money market instruments, in addition to a settlement fee of USD 10 per transaction. The total annual fee shall not be less than [AED 168,000] per annum, plus applicable Value Added Tax (VAT). These fees shall be calculated based on the net asset value of the Fund under custody, accrued daily, and paid monthly.
Administrative Services Provider Fees	: The administration services company shall be entitled to a fee of [0.04%] per annum of the Fund's net assets. This fee shall be calculated and accrued daily and paid monthly to the administration services company. The Fund shall bear the actual cost of sending client account statements, which are sent quarterly by the administration services company.

Auditor's Fees	: The auditor shall receive an annual fee of [USD 15,000] for auditing the Fund's annual and interim financial statements. This fee shall be calculated and accrued daily and paid semi-annually.
Shariah Supervisory Committee Fees	: The Shariah Supervisory Committee shall receive an annual fee of [AED 16,500] for providing Shariah supervision services to the Fund. These fees shall be calculated and accrued daily and paid on a quarterly basis. In the event that the scope of work exceeds the agreed-upon routine tasks in any given year, additional fees shall be charged based on the nature of such tasks. The fees shall be negotiated throughout the Fund's operational years, taking into account the size of the Fund, its transactions, and prevailing market fee levels.
Legal Advisor Fees	: The Legal Advisor shall receive an annual fee of [USD 8,200] for providing legal consultancy services to the Fund. These fees shall be calculated and accrued daily and paid on a quarterly basis. In the event that the assigned tasks exceed 20 hours in any given year, additional fees shall be charged based on the hourly rate of the legal consultancy firm, which ranges between AED 740 and AED 2,940 per hour.
Registrar of Units Fees	: The Registrar of Units shall receive an annual fee equal to [0.01%] of the Fund's Net Asset Value in consideration for providing registrar services to the Fund. These fees shall be calculated and accrued on a daily basis and paid on a monthly basis.
Administrative Expenses and Service Fees Payable to External Parties	: The Fund shall bear the following expenses and fees, including but not limited to: <ul style="list-style-type: none"> • Trading expenses, commissions, and brokerage fees related to the purchase and sale of financial instruments in which the Fund invests. • Advertising, marketing, and publication expenses.

- General and miscellaneous expenses of the Fund, including any fees payable to persons or entities engaged with the Fund in relation to its operational activities, such as expenses related to the printing and distribution of Fund reports and notices to unitholders.
- Fees imposed by governmental, regulatory, or supervisory authorities, including those related to renewal of registration, licensing, issuance of certificates, and legalizations required for the Fund's operations.
- Operating expenses, banking fees, and legal fees.
- Provisions that must be established and approved by the Fund's auditor.
- Any taxes imposed on the Fund's activities or as a result of transactions with related or external parties.
- Any other expenses related to the management and operation of the Fund.

The fund manager may bear part or all of the fees of some of the Fund's service providers on behalf of the Fund.

26. Fund Founder, Fund Manager, and Administrative Services Provider

▪ Mada Capital for Investment Management

Address: Office No. (2301), 23rd Floor, Marina Plaza Tower (Administrative), Al Marsa Street – Dubai Marina Area – Jumeirah – Dubai

Phone: +971 4 371 8000

P.O. Box: 478513 Dubai – United Arab Emirates

Email: info@madacapital.com

Website: www.madacapital.com

▪ Obligations of the Fund Manager:

- Offering fund units and managing the subscription and allocation process.
- Managing the Fund's assets and investment operations in the interest of the unitholders.

- Legally representing the Fund before third parties.
- Ensuring that the Fund's terms and conditions and the prospectus are accurate, complete, clear, correct, and not misleading.
- Establishing effective investment policies to manage investments, liquidity, and redemption operations, ensuring an adequate level of liquidity aligned with the nature of the Fund and the associated risks.
- Managing the Fund's investment, promoting its units, and supervising its operations in accordance with the offering documents and applicable regulations, in a manner that preserves the rights of the Fund and its unitholders.
- Ensuring that neither the manager nor its employees obtain any special benefits or gains from the Fund except for the agreed-upon management fees.
- Analyzing the financial standing of issuers of financial and investment instruments in which the Fund invests.
- Exercising due diligence in the performance of duties
- Managing risks and conflicts of interest between the Fund and other funds it establishes or manages.
- Appointing a custodian for the Fund and not replacing the custodian without the Authority's prior approval.
- Establishing a code of professional conduct for its employees, supervising them, and monitoring their personal securities transactions to ensure compliance with laws, regulations, decisions, and circulars issued by the Authority, especially those concerning integrity, honesty, and conflicts of interest.
- Cooperating and coordinating with the internal auditor, enabling them to perform their duties, and notifying the Authority of any violations of the law, regulations, decisions, circulars, or the internal rules of the markets.

▪ **Obligations of the Administrative Services Provider:**

- Executing buy and sell transactions in the market.
- Calculating the net asset value of the Fund units and preparing a daily statement of the outstanding units, disclosing it at the beginning of each business day, and notifying the Authority as per its specified deadlines.
- Disclosing all Fund-related information and any other disclosures related to its activities, reports, and prospectus to unitholders.
- Providing accounting services, delivering reports and information to clients, and responding to their inquiries.
- Ensuring the segregation of Fund assets from its own assets and from those of any other funds it establishes or manages.
- Ensuring it does not receive any funds or monies from investors on behalf of the Fund.
- Settling the Fund's transactions.

▪ **Obligations of the Fund's Registrar of Units:**

- Recording transactions on fund units and maintaining records of subscription, purchase, and redemption transactions.

- Selling and redeeming fund units at the declared net asset value and in accordance with the mechanism specified in this prospectus.
- Preparing and maintaining an electronic register of unitholders, which shall serve as evidence of unitholders' ownership of the units recorded therein.
- Recording the number of units and the data of the unitholders, including the registration date in the electronic register, name, nationality, address, identification number for natural persons, and commercial registration number for legal entities, and the number of units owned by each unitholder in the Fund.

▪ **Cases of Replacing the Fund Management Company:**

- Involuntary replacement of the Fund Management Company shall not occur except by a special resolution of the general assembly of unitholders with the approval of unitholders holding no less than three-quarters of the investment units represented in the meeting, and after obtaining the Authority's approval in accordance with its procedures.
- Voluntary withdrawal of the Fund Manager from its duties is permitted, provided unitholders are notified at least sixty (60) business days in advance and approval from the Authority is obtained.
- Cessation or permanent loss of a licensing condition without remedying the situation.
- Cancellation, suspension, or revocation of the license by the Authority.
- Submission of a request to the Authority for voluntary cancellation of the license.
- If the Authority determines that the Fund Manager or the administrative services provider has materially and substantially breached its obligations.
- Any other case deemed materially significant by the Authority based on reasonable grounds.
- Replacing or discontinuing the management company does not result in the dissolution or termination of the Fund.

27. Fund's Custodian:

Name: First Abu Dhabi Bank

Nationality: United Arab Emirates

Legal Form: Public Joint Stock Company licensed by the Central Bank of the United Arab Emirates

Registered Address in the UAE: First Abu Dhabi Bank Building, Khalifa Business Park, Abu Dhabi

P.O. Box: 6316, Abu Dhabi

Website: www.bankfab.com

Email: gcf@bankfab.com

Telephone: +971 2 3053952

▪ **Custodian's Obligations:**

- Opening a securities account for the Fund and maintaining a separate file containing all documents and transactions related to that account.
- Safekeeping the securities in which the Fund's assets are invested and exercising the related rights, including collection of profits or dividends and subscription rights.

- Notifying the Fund of all decisions and actions taken by the issuers of the securities related to the Fund's entitlements, using the agreed communication method, as promptly as possible and in a manner that serves the best interest of the Fund.
- Registering pledges on the securities or freezing them upon the request of the Fund Manager or their authorized representative, or placing a lien upon request from competent official authorities.
- Transferring securities to the (selling) broker and accepting the transfer of securities from the (buying) broker on behalf of the client in accordance with the procedures approved by the Authority.
- Submitting requests to transfer the ownership of securities in cases exempt from trading.
- Not disposing of the securities under custody except in accordance with the provisions of the Authority's law and the regulations and decisions issued pursuant thereto, and as per the terms of the agreement concluded with the Fund.
- Providing the Authority with the Fund's details, data, and ownership information upon request.
- Collecting returns on the securities in which the Fund invests.

▪ **Right of the Custodian to Appoint a Sub-Custodian:**

- The Custodian may assign one or more third parties licensed to practice custodian activities to perform sub-custody tasks in accordance with the outsourcing guidelines issued by the Authority. The Custodian shall bear the fees and expenses of any sub-custodian appointed.

▪ **Cases of Dismissal or Replacement of the Custodian:**

- The Custodian ceases its activity.
- The Authority cancels, suspends, or revokes the Custodian's license to practice custodial activity.
- The Custodian submits a request to the Authority for voluntary cancellation of its custodial license.
- The Fund Manager determines that the Custodian has materially breached its responsibilities.
- The Custodian's credit rating is downgraded.
- The Custodian's fees become inconsistent with prevailing market standards.
- Any other case the Authority deems sufficient grounds for replacing the Custodian.

28. Fund's Auditor:

Name: BDO Chartered Accountants

Nationality: United Arab Emirates

Legal Form: Civil Works

Registered Office in the United Arab Emirates: 23rd Floor, BurJuman Business Tower – Sheikh Khalifa Bin Zayed Street

P.O. Box: 1961, Dubai, U.A.E.

Website: www.bdo.ae

Email: info@bdo.ae

Phone: +971 4 518 6666

Fax: +971 4 227 0151

▪ **Duties, Functions, and Responsibilities of the Auditor:**

- Review the annual and interim financial statements in accordance with International Financial Reporting Standards (IFRS), taking into consideration the provisions of the Investment Funds Regulations, the Fund's Terms and Conditions, and the Prospectus.
- Obtain a reasonable level of assurance that the financial statements are accurate and free of material misstatement, through gathering sufficient appropriate evidence supporting the figures recorded in the financial statements, and prepare an annual report including the findings and conclusions in accordance with IFRS.
- Conduct a quarterly review of the Fund's financial statements and issue quarterly and semi-annual reports on the Fund's performance and results. The report must include the auditor's opinion on whether the financial statements fairly present the Fund's financial position and results of operations, and indicate whether any significant adjustments are needed.
- Assess the appropriateness of the accounting policies adopted and the reasonableness of the accounting estimates made by the Fund.
- Examine the internal controls related to the preparation of the Fund's financial statements.

▪ **Circumstances Requiring Replacement of the Fund Auditor:**

- Completion of a three-year period of auditing the Fund's accounts.
- Proven cases of professional misconduct by the auditor in relation to the performance of their duties.
- Loss of auditor independence.
- A determination by the Fund Manager that the auditor has failed to perform their duties in a professional or satisfactory manner.
- In cases where the auditor's fees are no longer consistent with market standards.
- Upon request by the Authority due to complaints against the auditor or violations committed by them.

29. Fund's Legal Advisor:

Name: Bonnard Lawson International Legal Consultancy

Nationality: United Arab Emirates

Legal Form: Branch of a foreign company

Address in the United Arab Emirates: King Salman Bin Abdulaziz Street, Dubai Marina

P.O. Box: 450136, Dubai, UAE

Website: www.bonnard-lawson.com

Email: dubai@bonnard-lawson.com

Phone: +971 4 568 3200

Fax: +971 4 422 7076

▪ **Duties, Roles, and Responsibilities of the Legal Advisor:**

- Drafting, preparing, and reviewing all contracts, agreements, and legal transactions of the Fund and its assets, and providing legal consultations to ensure the legality of the Fund's actions and the absence of any encumbrances on ownership.
- Monitoring, investigating, and addressing legal complaints and violations, conducting necessary investigations, and submitting recommendations to the Fund Manager.
- Developing and preparing legal guidelines and participating in the preparation and development of the Fund's internal legal rules and regulations.
- Preserving the Fund's rights against third parties, initiating legal proceedings, and following up on lawsuits brought by or against the Fund to safeguard its rights.
- Drafting and standardizing contracts, agreements, investment documents, legal templates, and other instruments to ensure the Fund's full legal rights.
- Participating in investigation committees conducted by regulatory authorities in matters related to the Fund.
- Following up on the execution of judgments and decisions issued in favor of or against the Fund by third parties.
- Maintaining records of legal cases and internal/external investigations while ensuring their confidentiality.
- Continuously monitoring amendments and legal developments related to the Fund's activities and updating the Fund Manager accordingly.

30. Shariah Supervisory Committee:

▪ First: Entity Providing Shariah Supervisory Committee Services:

Name: Shariah Review Bureau

Nationality: Kingdom of Bahrain

Legal Form: Branch of a foreign company

UAE Address: 23rd Floor – Boulevard Plaza Tower 2, Emaar Boulevard – Dubai, UAE

P.O. Box: 124342, Dubai, UAE

Phone: +971 4 409 6836

Website: www.Shariah.net

▪ Second: Members of the Shariah Supervisory Committee:

1. Dr. Sheikh Salah Fahad Al-Shalhoob

Academic Qualifications:

- Ph.D. in Islamic and Middle Eastern Studies – University of Edinburgh, UK
- Master's in Comparative Jurisprudence – High Judicial Institute, Imam Muhammad bin Saud Islamic University, Riyadh
- Bachelor's in Shariah – Imam Muhammad bin Saud Islamic University, Riyadh

Professional Experience:

- Assistant Professor – College of Shariah and Arabic Studies, King Fahd University of Petroleum and Minerals
- Faculty Member – Saudi Electronic University
- Shariah Advisor and Committee Member – American Express Saudi Arabia
- Shariah Advisor and Committee Member – Commercial International Bank

- Shariah Advisor and Committee Member – Gulf International Bank Capital
- Shariah Advisor and Committee Member – Saudi Reinsurance Company
- Chairman of the Shariah Board – Banque Saudi Fransi
- Chairman of the Shariah Board – Fransi Capital

Accreditation:

- Licensed Shariah Advisor by the Central Bank of Bahrain

2. Sheikh Mohammed Ahmed Sultan

Academic Qualifications:

- Master's in Islamic Sciences – Ahsanul Uloom University, Karachi, Pakistan
- Bachelor's in Islamic Sciences – Ahsanul Uloom University, Karachi, Pakistan

Professional Experience:

- Shariah Advisor – Banque Arab Français International | France
- Shariah Board Member – Rushd International Bank | Malaysia
- Shariah Board Member – Rushd Capital | Dubai
- Shariah Board Member – Commercial Bank International (CBI) | Dubai
- Shariah Board Member – Credimax | Bahrain
- Shariah Advisor – Beehive Group | Dubai
- Shariah Board Member – Investrade | Bahrain
- Shariah Board Member – American Express Saudi Arabia | KSA
- Shariah Supervisor – Bupa | KSA
- Shariah Supervisor – Walaa Insurance Company | KSA
- Shariah Board Member – SEIB Insurance & Reinsurance Company | Qatar
- Shariah Board Member – Wataniya Insurance Company | KSA
- Shariah Supervisor – Tawuniya Insurance & Reinsurance Company | KSA

Accreditation:

- Licensed Shariah Advisor by the Central Bank of Bahrain

3. Sheikh Mufti Irshad Ahmed Ijaz

Academic Qualifications:

- Ph.D. – Sheikh Zayed Islamic Centre, University of Karachi, Pakistan
- Master's Candidate – Islamic Finance & Banking, Iqra University, Karachi, Pakistan
- Specialization in Fatwa Issuance – Darul Uloom, Karachi, Pakistan
- Islamic Sciences – Darul Uloom, Karachi, Pakistan

Professional Experience:

- Chairman of Shariah Board – Islamic Bank of Pakistan
- Shariah Board Member – Standard Chartered Bank Pakistan
- Shariah Board Member – Bank Makramah (formerly Summit Bank), Pakistan
- Chairman – Shariah Advisory Committee, Central Bank of Pakistan
- Shariah Committee Member – Ijara Company, Kazakhstan
- Chairman – Shariah Board, Fuel Finance
- Shariah Committee Member – Itimad Finance

- Shariah Advisor – Shariah Review Bureau, Bahrain
- Shariah Advisor – Hilal Shariah Consultancy, Pakistan
- Member – Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI)
- Chairman – Shariah Advisory Committee, Securities and Exchange Commission of Pakistan

Accreditation:

- Licensed Shariah Advisor by the Central Bank of Bahrain

▪ **Third: Duties and Responsibilities of the Shariah Supervisory Committee:**

- Supervising, issuing fatwas and Shariah decisions on the Fund's investments' compliance with Islamic Shariah principles, its vision, investment policy, operations, and procedures.
- Providing guidance on mechanisms and methods for Shariah compliance regarding the Fund's investments, objectives, and operations.
- Disclosing violations by the Fund Manager or the Fund's Board regarding compliance with Shariah rulings and decisions issued by the Committee, and reviewing and approving the following:
 - Corrective measures required to address violations
 - Shariah treatment for the consequences of violations
 - Preventive measures to avoid future violations
- Issuing an annual report outlining the extent to which the Fund's investments comply with Islamic Shariah principles and rulings.

▪ **Fourth: Shariah Guidelines and Standards for Nama'a Islamic Money Market Fund:**

- All investments and investment strategies implemented by the Fund Manager must be approved by the Fund's Shariah Supervisory Committee. Additionally, all documentation related to the Fund's transactions, including contracts and other forms, must fully comply with the approved Shariah guidelines and standards.
- All investments made by the Fund must be permissible and not in violation of the Shariah guidelines and standards.
- The Fund may engage only in Shariah-compliant financing structures. The use of any non-compliant structures is strictly prohibited.
- Permitted Investment Instruments and Methods:
 - Transactions involving the purchase of goods and their resale at a pre-agreed profit margin, with deferred payment terms.
 - Managed by investment firms that are overseen by Shariah boards acceptable to the Fund's Shariah Committee.
 - Approved by the Fund's Shariah Supervisory Committee and representing undivided ownership rights in tangible assets or their usufruct, including income generated from such assets. Examples include Sukuk structures based on Ijarah, Musharakah, Murabaha, or Istisna.
 - Managed by investment companies whose Shariah boards are deemed acceptable by the Fund's Shariah Supervisory Committee.

- The Fund shall undergo an annual Shariah audit to verify that its operations comply with the Shariah guidelines, standards, and rulings issued by the Shariah Committee.
- The Fund is strictly prohibited from investing in or engaging in the following instruments:
 - Futures Contracts
 - Options Contracts
 - Swaps
 - Short Selling
 - Preference Shares
 - Any interest-bearing or interest-linked instruments
- Purification of Non-Compliant Income:
 Since the Fund invests exclusively in short-term Shariah-compliant instruments such as Murabaha transactions, Sukuk, Islamic deposits, and other Murabaha funds, the likelihood of generating non-compliant income is minimal.
 However, in the rare event that non-compliant income arises due to error or exceptional circumstances, the Fund shall:
 - Identify the source and amount of non-compliant income.
 - Segregate the amount from the Fund's net income.
 - Transfer the amount to a designated charitable organization, subject to the approval of the Shariah Committee.
 - This purification process shall be carried out based on periodic reviews conducted by the Shariah Supervisory Committee overseeing the Fund.

31. Fund Financing:

The Fund may obtain a financing arrangement to meet redemption requests, subject to the following conditions:

- The financing must be from entities that comply with Islamic Shariah principles.
- The financing term must not exceed twelve (12) months.
- The value of the financing must not exceed 10% of the Fund's Net Asset Value (NAV) at the date of the financing request.

32. Recourse to the Assets of Other Investment Funds Affiliated with the Founder or Fund Manager:

- The Fund may not rely on the assets of other investment funds affiliated with the Founder or managed by the Fund Manager to fulfill its obligations.
- In the event the Fund invests in similar investment funds, it shall have the right (like any other investor) to have recourse to the assets of the invested fund to meet its entitlements, should circumstances necessitate such recourse, in accordance with the applicable laws and regulations.

33. Amendments to the Terms and Conditions of the Fund:

- The Fund Manager shall disclose to the Authority and the unitholders any exceptional circumstances that may materially and adversely affect the Fund's assets.
- The Fund Manager may make any material changes to the Fund's Terms and Conditions only after obtaining the approval of the Authority and the resolution of the general assembly of the Fund's unitholders approving such changes.

- The Fund Manager may also implement any significant or notifiable changes to the Terms and Conditions of the Fund, and unitholders as well as the Securities Authority will be notified of such changes and provided with a copy of the amended Terms and Conditions.
- Details of such changes shall be disclosed on the Fund Manager's website at least five (5) business days prior to the effective date of the change.

Material Changes to the Fund shall mean any of the following:

- A material change in the Fund's objectives or nature.
- Considering the merger of the Fund with another fund.
- A change that would have a material adverse effect on the rights of the Fund's unitholders.
- A change that would have a material adverse impact on the risks associated with the Fund.
- Considering material cases of conflicts of interest.
- Replacing the Fund Manager with a new fund manager.

Significant Changes shall mean any change that affects the assets or liabilities of the Fund and would:

- Fundamentally cause unitholders to reconsider their investment in the Fund.
- Result in an increase in the types of payments made from the Fund's assets.

Notifiable Changes:

- Any change that does not qualify as a material or significant change but is deemed to require notification to the Fund's unitholders as determined by the Fund Manager or as otherwise required by the Authority.

Exceptional Circumstances:

- Refers to economic and/or political and/or regulatory or other extraordinary events which the Fund Manager believes, if they occur, may materially and adversely affect the Fund's assets.

34. Disclosure Rules and Provision of Information and Reports

Disclosure of Financial Reports:

The Fund Manager is obligated to disclose the financial reports as follows:

- a. **Reviewed semi-annual financial statements** by the independent external auditor, within a period not exceeding forty-five (45) days from the end of the semi-annual period.
- b. **Audited annual financial statements** by the independent external auditor, within a period not exceeding three (3) months from the end of the Fund's financial year.

- c. **Semi-annual and annual performance reports**, within a period not exceeding forty-five (45) days from the end of the semi-annual period, and within a period not exceeding three (3) months from the end of the Fund's financial year. These reports shall include the Fund's performance, activities, any material developments or changes, and risks related to its performance.
- d. **Any reports or financial statements required by the Authority.**
- e. **Publishing all reports issued by the Investment Fund** in Arabic and any other languages on the Fund's website.

▪ **Provision of Information and Reports to Unitholders:**

The Fund Manager is obligated to provide information to unitholders as follows:

- Exercise due care to provide sufficient and accurate information to current and prospective unitholders to enable them to make informed investment decisions.
- Disclose to unitholders all data and information or any material events that have affected or may affect the Investment Fund, via the Fund Manager's website.
- Disclose any act or transaction that may give rise to a conflict of interest when investing the Fund's assets and the manner in which such conflicts are addressed.
- Maintain all documents, records, and accounting books related to the Fund's operations for a period of not less than ten (10) years, along with backup copies for the same duration, and protect them from any causes of damage or loss.

35. Internal Governance Framework of the Fund:

The Fund Manager is obligated to implement a governance framework for the Fund that includes the following:

- Establishing an Investment Committee responsible for planning the execution of the investment policy, monitoring actual performance, and overseeing investment activities.
- Providing and applying an effective internal control system and an operational risk management manual.
- Establishing a professional code of conduct for employees, overseeing them, and monitoring their personal transactions in securities to ensure their compliance with the laws, regulations, and resolutions issued by the Authority, particularly those concerning honesty, integrity, and conflict of interest.
- Establishing necessary rules for regulating insider transactions involving investment units issued by the funds under management and monitoring all transactions conducted by the Fund Manager.
- Enabling the internal audit department to verify the Fund Manager's and employees' compliance with the applicable laws, regulations, resolutions, internal policies, and procedures, and notifying the Authority of any violations thereof.
- Managing conflicts of interest between the Fund and clients whose assets are managed by the Fund Manager, and immediately notifying concerned clients in writing upon the occurrence or potential occurrence of any conflict of interest.
- Establishing appropriate procedures to ensure full segregation between the accounts of the management company and the accounts of the Fund, as well as between accounts of multiple funds managed by the same company.

36. Activities That the Fund Manager May Outsource to Specialized Advisory Entities:

Subject to the outsourcing conditions issued by the Authority, the Fund Manager may outsource certain functions to third parties while retaining responsibility for such functions under the following conditions:

- Obtaining prior approval from the Authority for any outsourcing arrangement.
- Outsourcing activities related to licensed functions only to parties licensed by the Authority to perform those functions, provided that conflicts of interest with clients are managed.
- The Fund Manager may outsource all or some of the following functions:
 - Compliance Officer functions
 - Internal Control (Internal Auditor) functions
 - Disciplinary Officer functions
 - Risk Management functions (Risk Officer)
 - Internal Audit
 - Human Resources
 - Accounting
 - Information Technology
 - Any other tasks or functions permitted by the regulations and rules issued by the Authority.

37. Rights of the Unitholder, His Heirs, and Creditors Over Fund Assets:

Unitholders, their heirs, or their creditors may not request the allocation, segregation, seizure, or control of any of the Fund's assets in any form, nor may they obtain any lien or preferential right over them.

38. General Assembly of the Unitholders of the Fund:

▪ First: Convening of the General Assembly

The General Assembly of the Fund's unitholders shall convene after obtaining the approval of the Authority in the following cases:

1. When the Fund Manager deems it necessary to invite the unitholders to decide on specific matters.
2. Upon a written request from the Custodian after obtaining the Authority's approval in cases where the Custodian deems it necessary to convene the unitholders.
3. Upon a written request from one or more unitholders who individually or collectively hold at least 50% of the value of the Fund units.
4. Any other cases specified in this Prospectus.

▪ Second: Notice of the General Assembly Meeting

1. The invitation to convene the General Assembly, after obtaining the Authority's approval, shall be addressed to all unitholders in accordance with the Offering Document, provided that:
 - The notice is announced at least 21 days prior to the date set for the meeting.
 - The notice and invitation to the General Assembly shall be published on the Fund Manager's official website.
2. A copy of the announcement must be sent to the Authority, the Custodian, and the Auditor on the same day the invitation is published.
3. The invitation to the General Assembly meeting shall include the following:
 - The meeting agenda.
 - The location, date, and time of the first meeting, and the second meeting in case the quorum for the first meeting is not met.
 - A statement indicating the right of unitholders to attend the meeting and their right to delegate a representative by means of a written proxy.
 - A statement confirming the right of the unitholder to discuss the items on the agenda and address questions to the Fund Manager, the board of a self-managed fund, or the Auditor.
 - The quorum required for the validity of the General Assembly meeting and its resolutions.
 - A statement specifying who is entitled to receive distributions, if any.
4. The General Assembly meetings may be held, and unitholders may attend and vote on decisions, via modern technological means in accordance with the regulations issued by the Authority.

39. Anti-Money Laundering and Counter-Terrorism Financing:

- The Fund Manager undertakes to operate and manage the Fund in compliance with the applicable laws and regulations concerning anti-money laundering and counter-terrorism financing in the United Arab Emirates, including, to the extent applicable to the Fund, the relevant circulars and instructions on (AML/CFT) Anti-Money Laundering and Combating the Financing of Terrorism
- For the purposes of satisfying internal monitoring and AML procedures applicable to affiliates of the Fund Manager, including its custodians and directors, the Fund Manager reserves the right to exchange relevant information related to investors.
- As a result of the applicable AML laws, the Fund Manager or its representatives and the subscription receiving entities reserve the right to request additional documents or clarifications with the subscription/application for units regarding the identity and the source of funds of each potential investor or the person or entity on whose behalf the subscription is being made.

40. Termination and Liquidation of the Fund:

a. Termination of the Fund:

- Expiry of the term specified in the Prospectus.
- Fulfillment of the purpose for which the Fund was established.

- Merger or liquidation in accordance with the Authority's regulations.
- Issuance of a resolution by the Authority declaring termination due to material violations or in accordance with the public interest.
- Issuance of a final court judgment for dissolution of the Fund.
- Inability of the Fund Manager to continue fulfilling the purpose for which the Fund was established.
- If the Fund is unable to carry out its activities for a period of twelve (12) months.
- If the Fund does not commence its operations within twelve (12) months from the date of notification of its incorporation approval.
- Total or substantial loss of the Fund's assets in a manner that renders investment of the remaining assets impracticable.
- Approval by the Authority for early voluntary termination of the Fund.

The termination of the investment fund and the cessation of its legal personality shall be established by a resolution of the Authority or a final judgment of the competent court declaring its termination.

b. Liquidation of the Fund:

- Unitholders may request the dissolution and liquidation of the Fund by a special resolution of the General Assembly of Unitholders in the event the Fund Manager fails to reach an agreement with an alternative Fund Manager or alternative Board of Directors within six (6) months from the decision of removal. A special resolution is one passed by a majority of the votes of Unitholders holding no less than three-quarters of the investment units represented at the General Assembly meeting. Liquidation procedures may not be initiated or announced unless the Fund Manager submits an application to the Authority and the Authority approves the liquidation procedures, the appointed liquidator, and its fees.
- The Authority may request the dissolution and liquidation of a public investment fund whenever required by the public interest.
- The proceeds from the liquidation of the Fund's assets shall be distributed among the Unitholders pro rata to their respective ownership interests. The Fund shall retain its legal personality during the liquidation period to the extent necessary for completing the liquidation process.

41. Investment Risks:

In general, money market funds do not generate high levels of returns like those investing in long-term instruments. Investors may consider a fund that invests a significant portion of its net asset value in money market instruments as an alternative to depositing funds in a bank account. Investors should note, however, that investment in such a fund is not a bank deposit and is not insured or guaranteed by any government or governmental agency or any other protection scheme that may be available to safeguard bank depositors. Investors should be aware that holdings in the Fund are subject to the risks associated with investing in a collective investment undertaking, particularly that the value of invested capital may fluctuate in line with changes in the Fund's net asset value. Therefore, maintaining a stable value of the Fund's assets is not guaranteed.

1. Rate of Return Risk:

This refers to the risk of a decline in the value of Islamic income instruments due to fluctuations in return levels within the Fund's portfolio, which may negatively impact income due and thus the net asset value of the Fund's units.

2. Credit Risk:

The Fund may incur losses if the issuer or guarantor of an income instrument (including securities acquired through securities financing), or a repurchase agreement, or securities financing transaction, becomes unable or is rated as unable to make timely payments of principal and/or profits or meet their obligations. A downgrade in the credit rating of a security held by the Fund may reduce its value. Securities are subject to varying degrees of credit risk, often reflected in their credit ratings. Sukuk instruments are exposed to risks of litigation, legislative amendments, political events, domestic business developments, or economic conditions that may affect the issuer's ability to repay the principal and/or returns.

3. Asset-Backed Securities Risk:

Asset-backed securities such as those supported by real-estate financing, consumer financing, carry additional risks, making them more sensitive to changes in interest rate levels. Consequently, during periods of rising rates, these securities may exhibit heightened volatility. Additionally, such securities are subject to prepayment risk—when rates decline or remain low but are expected to rise, financiers may repay financing earlier than expected, reducing the Fund's returns as it may have to reinvest these prepaid funds at lower prevailing yields. This is also referred to as contraction risk. These securities may also be at risk of default on the underlying assets, especially during economic downturns.

4. Market Risk:

The market price of the Fund's securities may rise or fall, sometimes rapidly or unexpectedly. Securities may lose value due to factors affecting capital markets generally, such as actual or expected economic conditions, interest rate or currency changes, or broad investor sentiment. Security values may also decline due to sector-specific or economic issues such as labor shortages, rising production costs, or competitive pressures. During broad market downturns, multiple asset classes may decline simultaneously. Price volatility tends to be lower in sukuk instruments.

5. Hedging:

The Fund may use a range of Shariah -compliant financial instruments to hedge against declines in investment values resulting from currency rate fluctuations, market changes, interest rate movements, and other events. Hedging does not eliminate the risk of value fluctuations or prevent losses but aims to offset declines by creating counterbalancing positions. Such transactions also limit potential gains. Hedge instruments may not effectively protect against all changes or events, and in some cases, no effective hedge may be available.

The success of hedging depends on the Fund Manager's ability to accurately predict the currency, interest rate, market movements, or other hedged events. Furthermore, the correlation between hedge instruments and the hedged positions may vary. The Fund Manager may also choose not to establish full hedging relationships, resulting in imperfect hedges that fail to protect or may even expose the Fund to additional losses.

6. Sukuk Risks:

Islamic debt instruments, such as sukuk, are subject to credit risks and yield level risks. Credit risk refers to the possibility that the issuer will be unable to make profit payments or repay the principal upon maturity. Changes in the issuer's creditworthiness or credit rating of the securities may affect their value. Yield risk refers to the risk of rising yield levels, which may decrease the resale value of certain sukuk. Sukuk with shorter maturities are generally less sensitive to changes in yield levels.

7. Risk of Economic Disruption:

The financial and economic sectors in general may face periods of imbalances and instability, the effects of which are difficult to predict. Financial markets may experience volatility and negative fluctuations associated with concerns about high levels of government debt, downgrades in credit ratings, and the risk of sovereign default or debt restructuring. Holders of sovereign debt, including banks and other financial institutions, may be adversely affected by the risk of economic disruption and the weakness of sovereign financiers.

8. Political Volatility:

There is a risk of political instability causing losses and disruptions in global markets. Economic or diplomatic sanctions may be imposed on certain countries, and military action may be initiated. The impact of such events is unclear but could materially affect general economic conditions and market liquidity.

9. Global Investment Risks:

Securities in certain jurisdictions may experience more rapid and extreme value fluctuations. The value of such securities may be affected by uncertainties including international political developments, changes in governmental policies, tax changes, foreign investment restrictions, currency volatility, and other developments in the laws and regulations of countries in which the fund may invest. Issuers in many countries may be subject to a high degree of regulation. Moreover, the legal infrastructure, accounting standards, auditing, and reporting practices in some countries may not provide the same level of investor protection or transparency as those generally applied in major securities markets. Adverse conditions in a specific region may negatively impact the securities of other countries whose economies appear unconnected.

10. Leverage Risk:

Certain transactions may result in a form of leverage. These may include, among other things, reverse repurchase agreements, securities financing, delayed delivery transactions, or forward commitments. To mitigate leverage risk, the management company generally segregates or “covers” liquid assets for transactions that may result in such risk. Leverage may force the fund to liquidate portfolio positions to meet its obligations or segregation requirements at times when it may not be advantageous to do so. Leverage may make the fund more volatile than it would be if leverage were not used.

11. Management Risk:

The fund is subject to management risk as it is an actively managed investment portfolio. The management company will apply investment strategies and risk analysis when making investment decisions for the fund; however, there is no guarantee that such decisions will produce the desired results. Additionally, restrictions, policies, legislative, regulatory, or tax developments may affect the investment strategies available to the management company or each portfolio manager in managing the fund, and may also adversely impact the fund’s ability to achieve its investment objectives.

12. Lack of Operating History:

The fund does not have an operating history upon which prospective investors may base an evaluation of its likely performance. The accumulated experience and past performance of the management company or its affiliates do not guarantee that the fund will achieve its investment objectives.

13. Financial Fraud:

Instances of fraud or other deceptive practices may potentially be committed by senior management of entities in which the fund may invest. If such fraud is discovered, it could negatively affect the valuation of the fund's investments. Additionally, when uncovered, financial fraud may contribute to general market volatility, which could adversely impact the fund's investment program.

14. Legal and Regulatory Risks:

Legal, tax, and regulatory changes may occur during the term of the Fund, which may affect the Fund's investment policy. In addition, securities and financial markets are subject to laws, regulations, and requirements that are subject to amendment by governmental and judicial actions. Any future legal or regulatory change may affect the performance of the Fund, whether negatively or positively. Many of the laws governing private and foreign investment, securities transactions in equities, and other contractual relationships in certain countries—particularly developing countries—are relatively new and largely untested. As a result, the Fund may be subject to a number of unusual risks, including inadequate investor protection, conflicting legislation, incomplete, unclear or changing laws, lack of effective legal remedies, and lack of enforcement of current regulations. Moreover, it may be difficult to obtain and enforce judgments in some jurisdictions where the Fund's assets are invested. There can be no assurance that such difficulty in protecting and enforcing rights will not have a material adverse effect on the Fund and its operations. In addition, the income and gains of the Fund may be subject to withholding taxes imposed by foreign governments, which unitholders may not be able to fully reclaim.

15. Net Asset Value Calculation:

The Net Asset Value (NAV) per unit is expected to fluctuate over time in parallel with the performance of the Fund's investments. Accordingly, the accuracy of the NAV per unit may be affected by the frequency of or ability to obtain valuations for these securities. The asset valuation method is based on the valuation principles set forth under the section titled "Valuation of the Fund Units' Net Asset Value," and may involve pricing by reference to valuation models rather than to market prices. These prices may not reflect those obtainable through the sale of the Fund's assets. Where there is any inconsistency between International Financial Reporting Standards (IFRS) and the

aforementioned valuation principles in calculating the NAV per unit, the latter shall prevail. A unitholder may not recover their full initial investment when redeeming their units or in a forced redemption if the NAV per unit of the relevant class at the time of redemption is less than the subscription price paid by that unitholder.

16. Effects of Large-Scale Redemptions:

Large redemptions of units within a short time period may require the Fund to liquidate positions more quickly than might otherwise be prudent, adversely affecting the value of both the redeemed and the outstanding units. Furthermore, regardless of the timeframe during which large redemptions occur, the resulting reduction in the Fund's NAV may impact the management company's ability to achieve targeted returns. However, the Fund Investment Manager is entitled to charge a fee not exceeding 2% of the net value of the redeemed units, to be added to the Fund's total assets, in accordance with the terms and conditions outlined under the section titled "Expenses, Charges, and Fees – Redemption Fees."

17. Fixed Fees and Expenses:

Certain fixed costs must be borne by the Fund, including but not limited to startup costs, regulatory expenses, ongoing administrative and operational costs, and advisory fees.

18. Investment Strategies:

There can be no assurance that the strategies employed will be successful under changing market conditions. In general, the investment strategies pursued by the Fund involve a degree of uncertainty.

19. Misconduct by Employees and Third-Party Service Providers:

Misconduct by employees or third-party service providers can adversely affect the performance of the Fund. Employee misconduct may include entering into transactions beyond permissible limits, involving unacceptable risk, or engaging in unauthorized trading activities. Risks may also arise from actions taken by third-party service providers, including, but not limited to, failure to confirm trades. Third-party providers may misuse or improperly disclose confidential information, potentially limiting the Fund's business opportunities or future marketing activities. Although the management company will implement measures to prevent and detect employee misconduct and select reliable service providers, these measures may not fully mitigate such risks in all circumstances.

42. Contact Information:

Capacity	Entity Name	Contact Details
Fund Establishing Entity, Fund Investment Manager, Administrative Services Provider, and Registrar of Units	Mada Capital for Investment Management	Address: Office No. (2301) – 23rd Floor – 47 Al Marsa Street – Marina Plaza Tower (Office) – Dubai Marina Area – Jumeirah – Dubai. Telephone: +97143718000 P.O. Box: 478513 Dubai – United Arab Emirates. Email: info@madacapital.com Website: www.madacapital.com
Custodian	First Abu Dhabi Bank (FAB)	Address: First Abu Dhabi Bank Building, Khalifa Business Park Telephone: +971 2 3053952 P.O. Box: 6316 Abu Dhabi, U.A.E. Email: gcf@bankfab.com Website: https://www.bankfab.com
Legal Advisor	Bonnard Lawson International Law Firm	Address: Office 2501, Al Habtoor Business Tower, King Salman Bin Abdulaziz Street, Dubai Marina Telephone: +971 4 568 3200 Fax: +971 4 422 7076 P.O. Box: 450136 Dubai, U.A.E. Email: dubai@bonnard-lawson.com Website: www.bonnard-lawson.com
Shariah Supervisory Committee	Shariah Review Bureau	Address: 23rd Floor – Boulevard Plaza Tower 2, Emaar Boulevard – Dubai, U.A.E. P.O. Box: 124342 Dubai, U.A.E. Telephone: +97144096836 Website: www.Shariah.net
Auditors	BDO Chartered Accountants	Address: 23rd Floor, BurJuman Business Tower – Sheikh Khalifa Bin Zayed Street Telephone: +971 4 518 6666 Fax: +971 4 227 0151 P.O. Box: 1961 Dubai, U.A.E. Email: info@bdo.ae Website: www.bdo.ae

Annex (A)

Group of Undertakings Related to the Establishment of Nama'a Shariah -Compliant Money Market Fund ("Nama'a")

1. Undertaking of the Fund Founder:

We **Mada Capital for Investment Management (PJSC)**, the founder of Nama'a Shariah - Compliant Money Market Fund ("Nama'a"), hereby undertake the following:

- a. To bear full responsibility regarding the accuracy of the information and data contained in the Offering Document.
- b. That the information and data included in the Offering Document are sufficient to assist the investor in making an informed decision on whether to invest in the Fund or not, and that there is no other information or data, the exclusion of which from the Offering Document would mislead or affect the investor's decision.
- c. That we have exercised due diligence to ensure that the information and data contained in the Offering Document are consistent with the facts stated in the other documents and materials related to the offering.
- d. To pay any license or license renewal fees for the Fund, or any other fees as determined by the Authority pursuant to its applicable regulations in this regard.
- e. To ensure that the subscriber in the Fund has received a paper or electronic copy of the Fund Prospectus prior to subscription, provided that the delivered copy is identical to the version approved by the Authority.
- f. To make available the summary of the Offering Document to unitholders electronically or in printed form, on a continuous basis or upon request and free of charge, and to ensure that it is continuously updated, including the Fund's historical and potential performance.
- g. Not to use any means of public offering in the promotion or advertisement of the Fund, particularly not to use advertisements, articles, or any other public communication methods such as publication in newspapers, magazines, news media, or broadcasting via visual, audio, or written media, except after obtaining the Authority's approval to license the Fund.

2. Undertaking of the Fund Investment Manager:

We, **Mada Capital for Investment Management (PJSC)**, the Investment Manager of Nama'a Shariah -Compliant Money Market Fund ("Nama'a"), hereby undertake the following:

- a. To bear full responsibility regarding the accuracy of the information and data contained in the Offering Document.
- b. That the information and data included in the Offering Document are sufficient to assist the investor in making an informed decision on whether to invest in the Fund or

not, and that there is no other information or data, the exclusion of which from the Offering Document would mislead or affect the investor's decision.

- c. That we have exercised due diligence to ensure that the information and data contained in the Offering Document are consistent with the facts stated in the other documents and materials related to the offering.
- d. Not to use any means of public offering in the promotion or advertisement of the Fund, particularly not to use advertisements, articles, or any other public communication methods such as publication in newspapers, magazines, news media, or broadcasting via visual, audio, or written media, except after obtaining the Authority's approval to license the Fund.

3. Undertaking of the Legal Advisor:

We, the legal advisor of Nama'a Shariah -Compliant Money Market Fund ("Nama'a"), hereby undertake that all documents, contracts, procedures, and legal aspects related to the Fund and the public offering of its units have been reviewed and examined from a legal perspective, and that we have obtained sufficient information and confirmations to enable us to issue our legal opinion in this regard. We confirm that there are no legal violations in the Fund and that all documents, procedures, and contracts are legally sound and do not result in any undisclosed future liabilities on the investors that are not disclosed in the public offering prospectus. We further confirm that all procedures and legal aspects related to the public offering of the Fund units are in compliance with the applicable laws and regulations of the United Arab Emirates and of any other jurisdictions in which the Fund or its units are offered, if any.