



MADA MONEY MARKET INVESTMENT FUND “AWAYD”

(Local, Public, Open-ended, Money
Market Investment Fund with
Cumulative Daily Returns)

The Fund was established and licensed
by the Securities and Commodities
Authority in United Arab Emirates

Target Size of the Fund at the time of the Initial Offering is AED 100 million
Minimum Initial Subscription Size of the Fund AED 1 million

Subscription price and Nominal Value of the Investment Unit: AED 1.00	
The start date of Subscription Period:	30/10/2023
The end date of Subscription Period:	10/11/2023

(The end date may be extended to Friday 01/12/2023)

The Fund's Investment Units shall be offered and promoted to the public in the United Arab Emirates

Founder & Investment Manager:



**MADA CAPITAL INVESTMENT
MANAGEMENT (PJSC)**

Custodian:



FIRST ABU DHABI BANK

- This Prospectus has been approved by the Securities and Commodities Authority in the United Arab Emirates on 26/10/2023
- The approval to establish and license the Fund was issued by the Securities and Commodities Authority on 14/12/2023
- This Public Offering Prospectus "Prospectus" is governed by Federal Law No. (4) of 2000 on UAE Authority and Exchange Market of Securities and Commodities and Authority's Board of Directors Resolution No. (1/ Chairman) of 2023 on Investment Funds Regulation "Resolution" and all laws, regulations and resolutions applicable in the State.

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FOUNDER & INVESTMENT MANAGER



MADA CAPITAL INVESTMENT
MANAGEMENT (PJSC)

ADMINISTRATION & REGISTRAR



MADA CAPITAL INVESTMENT
MANAGEMENT (PJSC)

CUSTODIAN



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BDO CHARTERED ACCOUNTANTS

RECEIVING BANK



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FIRST ABU DHABI BANK

THIS PROSPECTUS IS:

1. A call to the public Offering on (100,000,000) one hundred million Investment Units in MADA Money Market Investment Fund "Awayd", hereinafter referred to as the "Fund", which is a Local Open-ended Money Market Investment Fund with a cumulative daily returns.
2. It includes all the Fund-related information and data which are audited and reviewed by the Fund Manager and Legal Counsel (each in their respective areas of speciality) independently and under their responsibility.
3. This Prospectus does not constitute or represent any offer or call to sell, issue or solicit any offer to subscribe or purchase or invest in any securities other than Investment Units of the "Fund"; the subject matter of this Prospectus.
4. It shall be updated periodically to reflect the amendments made thereto whenever material events so require, and upon obtaining the approval of the Authority to the application of approving these amendments.
5. Any Unit Holder shall be entitled to be served an updated copy of the Prospectus to the addresses set out hereunder at the end of the Prospectus;
6. Subscription Price is one AED (1) for each investment unit.
 - Subscription Start Date: 30/10/2023.
 - Subscription End Date: 10/11/2023, and the same may be extended to the end of business day on Friday corresponding to 01/12/2023, in case of extending the Subscription Period.

AMENDMENT TO THE PROVISIONS OF PROSPECTUS:

- The data set out herein in this Prospectus have been provided as is at the date of its issue, unless other date is set relating to this data. However, no publication or delivery of this Prospectus (or any Subscription made hereby or any action taken in accordance herewith), under any circumstances, shall mean as an implicit reference that no change has been made to the information or data set out therein since the date of approving this Prospectus.
- This Prospectus may subsequently be amended if material events affect the performance or legal status of the Fund, after obtaining a prior approval from the UAE Securities and Commodities Authority. However, no amendments to this Prospectus shall be effective unless they are publicized to the Unit Holders on the Fund Manager Website.

DISSEMINATION OF PROSPECTUS

- Other than any reference thereto in this Prospectus, no person is authorized to provide any information, representations or warranties other than those contained in this Prospectus with respect to the Offering or the Investment Units offered to the public. However, this Prospectus may not be used by any person in any jurisdiction or in any circumstances for the purpose of making an offer, Offering or call to purchase; (1) in which such offer or call is illegal or unlicensed; (2) in which the person making the offer or call is not qualified to do so; or (3) made by any person who is officially prohibited or unlicensed to make such offer or call.
- The contents of any website, which is non-referred to herein, shall not be considered as part of the contents herein. Besides, neither the Fund Manager, financial advisor, co-advisors or any other advisor participating in the Offering shall take responsibility regarding the appropriateness, accuracy, adequacy or credibility of any of such information or publications provided by the press or other media nor for the integrity, credibility or appropriateness of any expectations, points of views or opinions expressed by the press or other media relating to the Fund, its Offering or its Investment Units offered except as evidenced to be issued by them.

SUBSCRIBERS' ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE PROSPECTUS:

- This prospectus shall be deemed the contract and agreement made between the Fund's Founder & Investment Manager and the Fund's Unit Holders. Accordingly, the acquisition of any Fund Units by the investor shall be deemed as an acknowledgement of his/her knowledge of the Terms and Conditions of the Fund and acceptance of all the rights and obligations contained in this Prospectus. Besides, the Subscriber of the Investment Units offered under this Prospectus declares that (1) he/she has made his/her investment decision based on the information contained in this prospectus; (2) he/she has read all the information, terms, conditions and obligations contained in the Prospectus and that he/she has accepted adherence thereto; and (3) the investor's acquisition to any Fund Units shall be deemed as an acknowledgement of his/her acceptance of all the Terms and Conditions of the Fund contained herein and consent thereby that the Fund Investment Manager shall invest the Subscription amounts on his/her behalf.
- The recipients of this Prospectus shall be authorized to use the same only for considering the feasibility of investing in the Investment Units of the Fund. However, none of them may copy or distribute this Prospectus, whether in whole or in part, nor to use the information contained herein for any purpose other than considering the feasibility of investing in the Fund noting that Subscribers desiring to invest before taking any decision of investing in the investment units offered must read this entire Prospectus whenever considering the investment in the Fund and making a decision to Subscribe to or Purchase the Fund's Investment Units.

LANGUAGE USED:

- The Fund Manager issued this copy of the Terms and Conditions in English, which is a translation of the Fund's Terms and Conditions published in Arabic, and the Arabic version made available on the Fund Manager's website shall be the official version. In the event of a difference in meaning between the Arabic and English versions, the Arabic text shall prevail.

IMPORTANT NOTICE FOR INVESTORS

ALL INVESTORS ARE KINDLY REQUESTED TO READ THE FOLLOWING NOTICE CAREFULLY

- The main objective of preparing this Prospectus is to inform potential investors of the key information that can assist them take their investment decisions on investing in the Fund offered. Before Subscription, each and every investor must carefully and thoroughly examine all the data contained in this Prospectus, to decide on whether it is appropriate to invest in this Fund or not. Furthermore, each investor must seek necessary advice on investing in the Fund offered for Subscription from his/her financial and legal counsel. In addition, reader of the prospectus must also take into account that words and phrases indicating that the data are estimates and forecasted relating to the future and are intended to clarify that they are uncertain data. Moreover, these future estimates should not be relied on entirely as they are subject to change because it is impossible to predict future circumstances with certainty, which may lead to actual results differing from expected results.
- The investment in the Fund set forth may involve a high degree of risk, so the investor must not invest any money in this Fund unless he/she is able to afford loss of his/her investment. Furthermore, Terms and Conditions of the Fund must be entirely read, especially the section of "Investment Risk", which explains the factors and risks that must be taken into consideration before taking any decision on investing in the Investment Units offered.
- This Prospectus contains data provided in accordance with the rules of issuance and disclosure issued by the UAE Securities and Commodities Authority (the "Authority"). Moreover, the Fund's Founder and Investment Manager, whose names are included in the contents of this Prospectus, shall jointly and severally, take full responsibility with regard to the validity of the information and data contained in the Prospectus. They also confirm, to the best of their knowledge and belief, and after exercising due diligence and conducting possible and reasonable studies, that there is no other information, facts or substantive information that, if not included in the Prospectus, shall make any statement contained therein misleading or affecting the investment decision of the Subscribers or lead to violation of the Resolution provisions, and that the Resolution shall apply and prevail in all cases to what is stipulated in the Prospectus.
- No amendment, modification or addition shall be made to information contained in this Prospectus except after obtaining the approval of the Authority and serving a notice to the Unit Holders on the approval issued by the Authority.
- The Offering of the Fund under this Prospectus has been presented to the Authority, for the purpose of Offering the Fund within the United Arab Emirates. Accordingly, in the event that the Fund is offered in any other country, the Fund Manager shall take responsibility for taking all necessary measures and obtaining necessary approvals from the concerned authorities in those countries before Offering the Fund.

- Parties responsible for the operations of the Fund undertake to fully comply with all laws, regulations and resolutions in force and applicable in the State and with those issued at any time by the UAE Securities and Commodities Authority.
- This Prospectus has been approved by Securities and Commodities Authority in United Arab Emirates on 26/10/2023. However, no approval of this Prospectus by Authority shall constitute as an approval of the feasibility of the investment or a recommendation to subscribe in the Fund's units but only means that this Prospectus includes the minimum required information in accordance with the rules of issuance and disclosure applicable by the Authority. Furthermore, the Authority shall take no responsibility for the accuracy, completeness or adequacy of the information contained in this Prospectus and shall take no responsibility whatsoever for any damage or loss suffered by any individual by virtue of relying on this Prospectus or part hereof.
- This Prospectus has been prepared in accordance with all laws, regulations and resolutions applicable in the State. Any violation to those laws, regulations and resolutions which is provided in Prospectus shall make the same null and void. Therefore, Fund Manager shall take the responsibility of all consequences arising from such violation unless a special resolution thereon has been issued by the Authority.
- This Prospectus was issued on 26/10/2023.

DEFINITIONS, TERMINOLOGY, ACRONYMS AND ABBREVIATIONS

Phrases and words shall have the meanings assigned thereto herein respectively and this section called "Definitions, Terminology, Acronyms and Abbreviations" shall include a list of definitions, acronyms and abbreviations set out within the data and information contained in this Prospectus, unless otherwise is required by the context:

Terminology	Description
UAE or State	The state of United Arab Emirates.
Authority	UAE Securities and Commodities Authority.
Resolution / Regulation	The Authority Board of Directors' Resolution No. (01/Chairman) of 2023 concerning the regulation of Investment Funds, as amended.
Anti-Money Laundering and Combating the Financing of Terrorism System (AML/CFT)	The Authority Board of Directors' Resolution No. (21 Chairman of 2019) on Procedures for Anti-Money Laundering and Combating Financing of Terrorism, as amended.
Similar Investment Funds	Mean Money Markets Investment Funds whose investment strategy is reasonably aligned and consistent with the strategies of the Fund.
AED or Dirham	The official currency of the United Arab Emirates.
Fund / "Awayd"	MADA Money Market Investment Fund "Awayd" – A Local, Public, –Open-ended Money market Investment Fund with cumulative daily returns, established and licensed by Securities and Commodities Authority.
Fund Manager / Investment Manager	MADA Capital Investment Fund Manager (Private Joint Stock Company), licensed by the Authority under License No. 202000000014 issued to practice the activity of establishment and management of Investment Funds.
Fund Management Agreement	The agreement which was concluded between the Fund and the Fund Manager, under the provisions of which, the Fund Manager shall act as the investment manager of the Fund.

Fund Service Providers Agreements	Agreements concluded between the Fund and the Fund service providers (the "Service Providers") pursuant to which service providers are assigned to the Fund; including administrative services, custodian, unit registrar, auditor, legal counsel, subscriptions and purchase requests recipients, and any other entities required by the operational processes of the Fund.
Head of Activity	Means the person approved by the Authority and assigned by the Fund Manager to take responsibility and general supervision for all activities, processes and procedures of the Fund.
Fund's Investment Officer (Investment Officer)	Means the natural person approved by the Authority and assigned by the Fund Manager to take responsibility for the duties of managing the investment decisions of the Fund and follow-up on all investment and operational processes of the Fund in light of directives and strategies agreed upon with the Investment Committee.
Administrator	Means MADA Capital Investment Fund Manager (PJSC), or any other person or entity assigned by the Fund Manager. The Administrator shall abide to its obligations set out in this Prospectus or any other obligations entrusted thereto from time to time up on him.
Auditor	The auditor who takes responsibility for auditing the annual financial statements of the Fund in accordance with international auditing standards.
Custodian	The legal person who takes responsibility of maintaining the Fund's assets documents and is licensed to practice the custody services in accordance with relevant legislations and regulations.
Promotor of Fund Units	Means MADA Capital Investment Fund Manager (PJSC) and any other entity assigned by the Fund Manager to carry out the duties of promoting the Fund units to investors and implement its obligations under this Prospectus and any other related responsibilities assigned by the Fund Manager from time to time.
Registrar & Transfer Agent	The entity responsible for keeping and maintaining an accurate register of Fund Unit Holders and conducting and registering the issuance and transfer of units' ownership.
Legal Counsel	The legal counsel assigned to review all contracts, agreements and legal transactions of the Fund, follow up on legal complaints and violations, provide legal advice, represent the Fund in internal and external disputes, follow up on the execution of judicial decisions and maintenance of lawsuits records.

Buyer / Investor / Subscriber / Unit Holder	Synonymous terminology, each of them is used to refer to any natural or legal person who applies to subscribe/ purchase to the Fund Investment Units. Thereafter, the same owns Investment Units, representing a part of the Fund capital, with an intent of investment
Investment Fund	A financial base that initiates the activity of accumulating funds from investors for investing them in exchange for issuing investment units in the fund of equal value.
Local Investment Fund	An Investment Fund established in the State and registered with the Authority.
Public Investment Fund	An Investment Fund established in the State (open-ended or closed) directed and addressed to all investors.
Open-ended Investment Fund	A Investment Fund with a variable capital that increases with the issuance of new units, and decreases with the redemption of existing units.
Money Market Investment Fund	It is an Open-ended Local Investment Fund whose investment policy requires to invest in money markets instruments, including treasury bills, commercial papers, certificates of deposit and medium-term bonds, in accordance with the restrictions of the Money Markets Investment Fund annexure of the Authority's Regulation of Investment Funds.
Fund Assets / Investments	All assets of the Fund, including but not limited to (investments, short-term securities, fixed income instruments, cash assets and other investment instruments, asset-backed securities (ABS), repurchase agreement, amounts receivables, advance payments, cash, Murabaha, cash market transactions, tangible and intangible properties and all balance sheet items of economic value owned by the Fund and can be converted into cash).
Fixed-Income Instruments	Securities issued by companies, governments, public bodies or public institutions that provide their bearer with future returns in the form of fixed periodic payments.
Securitization	Pooling of a package of illiquid assets with cash flows and issuing securities secured by those assets.
Asset-Backed Securities	Securities backed by illiquid assets such as loans or debts with cash flows.
Repurchase Agreement	An agreement to be made between an original owner (REPO Seller) of (securities, treasury bills or financial instruments) and another party (REPO Buyer) having desire to invest the liquidity for a specified period. Besides, the agreement includes the sale by the original owner of (securities, treasury bills or financial instruments) to the REPO Buyer, along with an undertaking to repurchase them at a specified date and an agreed price.

Reverse Repurchase Agreement (Reverse REPO)	From the Repo Buyer perspective, it is the opposite of Repurchase Agreement since the REPO Seller conducts Repo process and the REPO Buyer conducts the Reverse Repo process. The Reverse Repo agreement includes the purchase of securities or assets at a specified price, with an undertaking to resell them to the REPO Seller on a specified date at an agreed price.
Islamic Money Markets Transactions	Murabaha transactions and short-term deposits with Islamic banks.
Net Asset Value of the Fund (NAV)	The total fair market value of the investment fund's assets less all expenses, fees and liabilities, which is calculated at the Valuation Point.
Investment Unit (Unit)	A security representing its owner's share in the Net Asset Value (NAV) of the Investment Fund or in its assets in accordance with its nature.
Offering Document (Prospectus)	This public Offering Document for the Investment Units of MADA Money Market Investment Fund "Awayd".
Key Terms, Conditions and Rules of the Fund (Terms and Conditions)	They are set of rules, provisions and clauses related to the MADA Money Market Investment Fund, which regulates and governs the operation of the "Fund" and regulates the contractual relationship between the Unit Holders and the Fund Manager and set out in this Prospectus.
Offering	The public offering of the Fund Investment Units to natural and legal persons.
Subscription Period Start Date	It is the start date of the Fund's subscription period i.e. the start date of the Initial Public Offering (IPO) Period of the Fund Investment Units to the public which shall be on 30/10/2023.
Subscription Period End Date	It is the subscription period expiry date i.e. the end of the Initial Public Offering (IPO) Period of the Fund Investment Units to the public which shall be on 10/11/2023. The subscription period end date may be extended to the end of business day of Friday, 01/12/2023, in case an extension was made to the subscription period.
Subscription & Purchase Orders Receiving Agents (Receiving Agents)	MADA Capital Investment Management (PJSC) and any banks or financial institutions to be contracted by the Fund Manager to receive Subscription and Purchase Orders from investors. Names of all Receiving Agents will be posted on the Fund Manager's website.
Local Investment Fund	An Investment Fund established in the State and registered with the Authority.

Subscription/Purchase Order	A request to Subscribe/Purchase Fund Units
Redemption Order	A request to Redeem Fund Units
Subscription/Purchase Order Form	The form of Subscription/Purchase Order to the Fund Investment Units annexed to this Prospectus, which must be filled out and signed by the investor and submitted to a Receiving Agent for the purpose of acquiring Fund's Units, accompanied by any documents or information required to be attached in accordance with the Authority's regulations and rules of Anti-Money Laundering and Combating the Financing of Terrorism System (AML/CFT).
Subscription to Fund Units (Subscription)	Is to apply for subscription to the Investment Units of the Fund during the Initial Public Offering (IPO) Period, in accordance with the conditions specified in the section entitled (Subscription to Investment Units).
Subscription Price (Nominal Value)	Means the price to be paid by the investor in consideration for the Subscription of one Investment Unit of the Fund during the Subscription Period. The subscription price is one (AED 1) per each Investment Unit in the Fund, which is equivalent to the nominal value of a Fund Unit excluding any subscription fees.
Purchase of Fund Investment Units (Purchase)	Means that investors purchase of the Fund Units after the closing of the Initial Public Offering (IPO) Period, through the Fund Registrar and Transfer Agent, or any of the Receiving Agents. Purchase orders are received throughout the life cycle of the Fund, as the Fund is a variable capital fund (Open-ended Investment Fund) which allows Redemption of Units and issuance of new Investment Units on a daily basis.
Redemption	Means that investor receives the cash amount equal to the net value of the Investment Units owned by him/her which is outstanding on the date of redemption, based on the redemption orders submitted by the investor. It shall be calculated as described in Section entitled (Redemption of Units) of this Prospectus.
Net Asset Value Per Unit (NAVPU)	The monetary value of any Investment Unit of the Fund shall be calculated on the basis of the total value of the assets of Fund less the value of liabilities, expenses and obligations (NAV), and then the output is divided by the total number of Units outstanding at the Valuation Date.
Units' Redemption Value	Means the NAVPU to recover the Investment Units from the net market value of the Fund's assets to be determined by the Fund Administrator as described in Section entitled (Valuation of the Fund Investment Units) and declared on the day of Redemption on the website of the Fund Manager.
Resale/Reissuance of New Investment Units	The Fund Manager issues and sells new Investment Units or in lieu of the Investment Units that are redeemed.
Fund Manager Fees	Compensation, fees and expenses due to the Fund Manager in consideration for the management of the Fund's assets.

Fees/Remuneration	Amounts considered to be payable by the Fund to the Fund Manager and the other Fund Service Providers i.e. Fund Administrator, Custodian, Legal Counsel, Unit Registrar, Auditor and other service providers who provide services to the Fund under contracts made with the Fund Originator.
Expenses and Charges	Amounts deemed payable by the Fund as fees or charges to any other parties or entities which are necessary for the exercise of the Fund activity, such as renewal of the Fund license, brokerage expenses, transaction fees, and any other operating expenses.
Official Business Days (Business Days)	The official business days of banks operating in the United Arab Emirates.
Valuation Day	The day on which the Net Asset Value of the Fund is calculated.
Point of Valuation	It is at the end of business in the last market relating to the Fund investments on each valuation day.
Trading Day	Means the day on which Purchase or Redemption Orders of the Fund Units may be submitted which shall be an Official Business Day.
Dealing Day	Means the day on which the Investment Units are being issued for the investor against his/her Purchase Orders or the entitlement to the Investment Units Redemption value in consideration to the Redemption Orders submitted by an investor.
Financial Year	The financial year of the Fund shall commence on January 1st and ends on December 31st of each year, with the exception of the Fund's first financial year which shall begin from the date of the Fund's licensing until the end of the following financial year on December 31st, provided that the total duration of the financial period does not exceed 18 calendar months.
Related Parties	<ol style="list-style-type: none"> 1. Local fund service providers. 2. The Chairman and members of Board of Directors, and senior management of any providers of a local fund service providers, contractors/operators, and their respective spouses and minor children. 3. Lenders / creditors to a local fund. 4. Whoever owns or is considered as a beneficial owner, directly or indirectly, of investment units representing at least (5 %) or more of the fund units. 5. Any person having control over any of the aforementioned. 6. Any person controlled by any of the aforementioned. 7. Any person who proves that there is an agreement or arrangement made with him/her, directly or indirectly, relating to the local fund. 8. Any person who was a related party to the local fund during the six months prior to conducting the trading or transaction related to the fund. 9. Any person who becomes aware that he/she will be a related party to the local fund within the six months subsequent to conducting the trading or transaction related to the fund. 10. Any other person who is classified as a related person to the local fund as may be issued by the Authority in this regard.

Fund Services Providers	<p>The person who provides its services to the Investment Fund, for example:</p> <ol style="list-style-type: none"> 1. Fund Manager 2. Administrator 3. Custodian 4. Auditor 5. Legal Counsel 6. Any other persons associated with the Fund in accordance with its nature and investment policy
Unit Holders Register	<p>It is the register including the data, actions and dispositions made by Unit Holders, which is managed, updated, and maintained by the Fund Manager in its capacity being the Registrar of the Fund Units and the Transfer Agent.</p>
Investment Committee	<p>The committee that is constituted by the Fund Manager having jurisdiction over the duties of planning in order to implement the investment policy developed by the investment management and follow-up and control the actual performance.</p>
Value Added Tax (VAT)	<p>Value Added Tax (VAT), which is levied on the import and supply of commodities and services at each stage of production and distribution and which is applicable in the United Arab Emirates in accordance with Federal Decree-Law No. (8) of 2017 on Value Added Tax (VAT), and Cabinet Resolution No. (52) of 2017 on Executive Regulation of Federal Decree-Law No. (8) of 2017 on Value Added Tax (VAT).</p>

NOTES:

1. Any reference to singular in this Prospectus shall also include the plural and vice versa.
2. Any phrase containing the terms “including, i.e.,” “include”, “in particular, especially, particularly” or any similar or equivalent expression, shall be construed and interpreted as illustrative and none such expressions or phrases shall limit or restrict the meaning of words preceding such terminology.
3. Any reference in this Prospectus to MADA Investment Management (PJSC) and/or the Fund Manager shall also include its successors and assignees.
4. Any reference in this Prospectus to persons shall include a reference to legal persons and any other natural persons, entities or legal entities.
5. References to periods of time in this Prospectus shall be construed and interpreted in accordance with the Gregorian calendar except as explicitly provided otherwise.
6. The amended version of this Prospectus or the Appendices and amendments thereto shall apply from time to time.

OFFERING DOCUMENT SUMMARY (KEY INVESTOR INFORMATION DOCUMENT “KIID”)

This summary should be read as an introduction to this Prospectus, and the same may not be relied upon on its own, apart from the information set out in-detail in the Terms and Conditions contained in the Prospectus which includes more detailed information. However, any investment decision must be based on considering all information of the Prospectus since there are some terminologies mentioned in the Terms and Conditions whenever they are mentioned in this Prospectus, they have the same meaning assigned thereto in the section entitled “ Definitions, Terminology, Acronyms and Abbreviations “.

Item	Description
Name of Fund	MADA Money Market Investment Fund (Awayd).
Type of Fund	Money Market Investment Fund, Local, Open-ended, not following a particular index, with a cumulative daily returns and is publicly offered to natural and legal persons.
Founder, Fund Manager & Investment Manager	MADA Capital Investment Management PJSC, licensed by Securities and Commodities Authority to practice the activity of establishing and managing investment funds in the State under License No. 202000000014.
Fund Initial Target Size	The initial target size of the Fund's capital is one hundred million Dirhams (AED 100,000,000) divided into one hundred million (100,000,000) Investment Units with a Nominal Value of one Dirham (AED 1) per each Investment Unit.
Fund's Base Currency	United Arab Emirates Dirham (AED).
Investment Units Class(es)	The Fund will have only one class of Investment Units.
Nominal Value of Investment Unit (Subscription Price)	One Dirham (AED 1) for each Investment Unit.
Subscription Fees	There are no Subscription fees charged to investors.
Redemption Fees	There are no Redemption fees charged to investors. However, the Fund Manager is entitled to impose fees not exceeding 2% of the net value of the redeemed Units added to the total assets of the Fund, in accordance with the terms and conditions mentioned in Section entitled "Expenses, Commissions and Fees – Redemption Fees".
Establishment Expenses	The Fund shall not incur any establishment expenses.
Investor Eligible to Subscribe / Invest in the Fund's Investment Units	There shall be no restrictions on any person to subscribe and purchase the units of the Fund by the public citizens and foreigners, whether they are natural or legal persons. There will be no restrictions on Subscription to or taking ownership of units, except for Prohibited Persons.

Prohibited Person	<p>The person whose transfer of ownership or Subscription of the Fund Investment Units, whether directly or indirectly, shall:</p> <ul style="list-style-type: none"> – Constitute a breach of any applicable legislation or regulations of any country or official authority whether singly or in conjunction with any other relevant circumstances; – Result in legal responsibility or tax or financial obligations incurred by the Fund that the same would never incur or would assume without them; or <p>Cause that the Fund complies with additional regulatory requirements or complies with requirements of any registration with respect to any of its units in any country in which the Fund has not registered and has no intention to do so.</p>
Minimum Subscription	<p>The minimum amount for Subscription is set out at one hundred Dirhams (AED 100) equivalent to one hundred (100) Investment Units. However, any additional investment shall be made in increments of not less than one Dirham (AED 1) and its multiples.</p>
Maximum Subscription	<p>There is no maximum limit for Subscription to the Investment Units of the Fund and the founder and Manager of the Fund investment may subscribe to the Investment Units of the Fund, whether directly, indirectly or through their subsidiaries and within the limits specified by the Authority.</p>
Initial Public Offering (IPO) Period (Offering Period)	<p>The offering period shall be 10 Business Days commencing from Monday, 30/10/2023, and ending at 12:00 PM on Friday, 10/11/2023. This period may be extended for a further period of 15 Business Days, commencing from Monday, 13/11/2023, and ending at 12:00 PM on Friday, 01/12/2023, in the event that submitted Subscription(s) do not cover the Fund Minimum Capital, which is set to one million Dirhams (AED 1,000,000).</p>
Closing Date of Subscription Period	<p>It is the closing date of Subscription, corresponding Friday, 10/11/2023, or Friday, 01/12/2023, in the event that the Subscription Period is extended.</p>
Term of the Fund	<p>It is 99 years starting from the date of Fund licensing by the Authority to conduct its business.</p>
Fund's Date to Commence Practicing its Activities	<p>The Fund shall commence practicing its activity after the expiry of the Subscription Period and as soon as the Fund obtains its license from the Authority to practice its activities.</p>
Financial year of the Fund	<p>The financial year of the Fund shall commence on January 1st and end on December 31st of each year, excluding the first financial year, which shall commence as of the date of licensing the Fund until the end of the subsequent financial year on December 31st, provided that the total financial period does not exceed 18 calendar months.</p>

Investment Committee	<p>The Fund Manager, through the internally formed Investment Committee, shall be entrusted with all the business of managing the Fund in accordance with the investment objectives, policy and investment restrictions set out in this Prospectus.</p> <p>The Fund shall be charged no fees, charges or expenses in connection with the formation and work of the Investment Committee or its members, and the Fund Manager shall bear all such costs and expenses.</p>
Objectives of the Fund	<p>MADA Money Market Investment Fund “Awayd” is a low-risk fund that aims to preserve and maintain capital and materializes returns on excess cash liquidity of institutions and individual investors, by providing a savings and investment liquidity pool that provides a cumulative daily return by distributing its investments over short-term financial instruments. The Fund accrues a cumulative daily return on the Fund’s investments, while providing cash to investors upon request through the daily Redemption mechanism of the issued Fund Investment Units.</p>
Fund Investment Markets	<p>Include all local, regional and international money markets, which include investment instruments denominated in AED, USD or any other currencies with a fixed exchange rate or can be hedged against the risk of fluctuating exchange rates against the AED.</p>
Investment Policy of the Fund	<p>The Fund’s investment portfolio of financial assets is mainly based on investing in short-term and medium-term money markets instruments, including but not limited to:</p> <ul style="list-style-type: none"> – Cash. – Deposits and money market transactions, provided that they are concluded with a bank or banks licensed in the State or licensed outside the State by a regulatory authority similar to the UAE Central Bank. – Debt instruments. – Derivatives contracts. – Units of public money market funds with an investment policy similar to the Fund. – Units of public investment funds specialized in fixed-income debt instruments.
Investment Constraints	<ul style="list-style-type: none"> – Commitment to retain at least (10%) of the total value of the Fund’s assets in the form of cash or investments with a maturity date or a 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 (5) Business Days. – The maximum weighted average of the Fund’s investments maturity shall not exceed (180) days. – Valuation of the Fund’s assets in accordance with the Section entitled “Valuation of the Fund 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.

Investment Constraints	<ul style="list-style-type: none"> - Refrain from borrowing or entering into transactions that entail obligations, with the exception of borrowing to cover Redemption Orders up to a maximum of (10%) of the Fund's NAV. - The Fund's investments in debt instruments from one issuance shall not exceed (10%) of the Fund's total asset value. - The Fund's investments in securitization shall not exceed (10%) of the Fund's total asset value. - The Fund's investments in deposits, debt instruments, derivatives or investment units with one or more entities belonging to the same group shall not exceed (25%) of the total value of the Fund's assets, unless such entity is a local government entity. - Investing in investment funds in other money markets not to exceed (15%) of the total value of the Fund 's assets, provided that investment in funds managed by one manager does not exceed (10%) of the total value of the Fund's assets. - The Fund may not invest in derivatives contracts except for the purpose of hedging, provided that the value of that investment does not exceed (5%) of the of the Fund NAV, and that the issuer of such contracts is subject to capital adequacy rules issued by a regulatory authority equivalent to the Authority. <p>The Fund Manager shall constantly comply with the investment restrictions for a Money Market Investment Fun, stipulated in the Regulation and as amended from time to time by the Authority.</p>
The Fund investments in other Investment Funds	The Fund may invest in other Investment Funds in accordance with the controls developed by the Authority in this regard
Periodicity to Calculate the Fund Net Asset Value (NAV):	On daily basis during official business days
Type of Management	An fund manager licensed-entity by the UAE Securities and Commodities Authority
Fund's Administrator	MADA Capital Investment Management Company (PJSC)
Fund's Units Registrar and Transfer Agent	MADA Capital Investment Management Company (PJSC)
Fund's Custodian	First Abu Dhabi Bank
Fund's Legal Counsel	Bonnard Lawson
Fund's Auditor	BDO Chartered Accountants
Fund's Promoter	MADA Capital Investment Management Company (PJSC)
Fund's Receiving Agents	MADA Capital Investment Fund Manager (PJSC) and any banks or financial institutions to be contracted by the Fund Manager to receive Subscription and Purchase Orders from investors

<p>Redemption, its Periodicity and Mechanism</p>	<p>Units Holders or their legal representative may redeem some or all of the Investment Units' value during the official working hours, provided that the orders submitted until 10:00 AM on each Official Business Day are processed during the same day so that the Dealing Day is the same day of submitting the Redemption Order. Orders submitted after 10:00 AM will be processed on the next Business Day so that the Dealing Day is the Business Day following the submission of the Redemption Order.</p> <p>The value of the units to be redeemed shall be determined on the basis of the Investment Unit share in the net market value of the Fund's assets (Net Asset Value Per Unit "NAVPU") of the previous day and declared on the respective Dealing Day on the Fund's webpage, in accordance with the equation referred to in Section entitled (Valuation of Investment Units) in this Prospectus.</p>
<p>Purchase after the Expiry of the Initial Public Offering (IPO) Period</p>	<p>Orders to Purchase new Investment Units shall be received during the official working hours of the Fund's Receiving Agents. Orders submitted until 10:00 AM on each of the Official Business Days will be processed during the same day so that the Dealing Day is the same as the day of submitting the Purchase Order. However, orders submitted after 10:00 AM will be processed on the next Business Day so that the Dealing Day is the Business Day following the submission of the Purchase Order. The amount to be invested shall be paid via transfer from a bank account to the Fund's account with proof substantiating completion of the transfer along with the Purchase Order.</p> <p>The value of the Units to be purchased shall be determined on the basis of the Investment Unit share in the net market value of the Fund's assets (Net Asset Value Per Unit "NAVPU") of the previous day declared on the respective Dealing Day on the Fund's webpage, in accordance with the equation referred to in Section entitled (Valuation of Investment Units) in this Prospectus.</p>
<p>Receipt the Forms of Subscription and Redemption</p>	<p>Subscription, Purchase and Redemption forms shall be received by the Units Registrar and Transfer Agent (through the Fund's Receiving Agents as assigned by the Fund Manager, from time to time, and published on the Fund's webpage) in accordance with the forms specified in this Prospectus.</p>
<p>Basis to Calculate the Net Asset Value Per Unit (NAVPU)</p>	<p>The Fund's Net Asset Value shall be determined by the Fund Administrator on a daily basis during the Official Business Days. It is calculated by deducting all liabilities accrued by the Fund from the total value of the Fund's assets and adding any income or profits recognized during the period. Any expenses or provisions for fees due, regardless of their settlement, shall be deducted from it, with the addition or deduction of any other items in accordance with International Accounting Standards. The Net Value of the Fund's assets and Units will be denominated in AED. In the event of any items denominated in other currencies, they will be converted into AED based on the exchange rates prevailing at the time of the valuation and as determined by the Fund Administrator.</p>
<p>Investments of the Fund Manager in the Fund</p>	<p>The Fund Manager (Mada Capital Investment Management) may ensure covering part of or the whole value of the Subscription and invest in the Fund Investment Units directly for its own account or indirectly or through an associated group.</p>

<p>Periodic reports that will be made available to the Unit Holders</p>	<ul style="list-style-type: none"> - Annual financial statements approved by the Fund Manager and audited by the Fund's Auditor. - A semi-annual report (reviewed) by the Fund's Auditor. - Daily statement of the Net Asset Value Per Unit (NAVPU) during official business days. - The Fund Manager will provide additional periodic reports to investors from time to time, in accordance with the requirements of the events and the resolution of the Fund Manager. <p>These reports shall be declared and posted to the Unit Holders on the Fund Manager's website.</p>
<p>Rights of the Unit Holders in the ownership of the Fund's assets</p>	<ul style="list-style-type: none"> - The Fund Investment Unit is a security representing a share in the Fund and it directly affords its owner all the rights arising therefrom. - Investors collectively own the assets and participate on a pro rata basis in the increase or decrease in the value of the assets resulting from gains, losses, income, profits, dividends (if any) as well as costs associated with the activities of the Fund, in accordance with the number of units they own. - The Fund Units shall grant their owners equal rights, and the Unit Holder shall share in the profits and losses resulting from the Fund activity in proportion and in pro rata to the Units owned and the total outstanding Units of the Fund. - The acquisition of the Fund Units shall not confer to the Unit Holders the rights conferred to the holders of shares in commercial companies, nor shall the same confer any ownership rights, voting rights, control rights or any other rights in the underlying Fund assets, except as provided in this Prospectus. - No acquisition of Fund Units shall grant investors any voting rights or other rights relating to any individual right to receive dividends or other allocations from the Fund or from the underlying Fund assets, or any other rights relating to the underlying Fund assets, except as expressly set forth in this Prospectus.
<p>Index / Benchmark</p>	<p>The Fund will not follow a specific index or benchmark</p>
<p>Type of Capital</p>	<p>Open-ended</p>
<p>Periodicity of Redemption</p>	<p>Daily on Official Business Days</p>
<p>Fund Distributions</p>	<p>The Fund will not distribute any profits. The Fund Administrator shall calculate the cumulative daily return of the Fund, on the basis of which the share of the Investment Unit in the net market value of the Fund's assets is calculated with its net share of the realized returns. Monetizing the value in the share of the Fund profits, is realized by redeeming the equivalent number of Investment Units.</p>
<p>Compliance with Shariah</p>	<p>Non-Shariah Compliant.</p>
<p>Activities to be Outsourced</p>	<p>No activities have been outsourced to third parties. However, the Fund Manager has the right to outsource some activities and duties in accordance with the regulations and provisions issued by the Authority in this regard.</p>

Remuneration of Fund Manager (Management Fee)	The Fund Manager/Investment Manager shall be entitled to an annual fee of 0.5% (plus VAT) of the Fund Net Asset Value. The Management Fee shall be accrued daily and paid monthly in arears. The Fund Manager may, at its sole discretion, waive part or all of the Management Fee at any time.
Remuneration of Custodian (Custodian Fee)	0.04% per annum for ICSD Euroclear eligible assets fixed-income securities and 0.05% per annum for Money Market products for example Wakala Deposits booked directly by the Custodian. In addition a settlement fee per transaction of USD 10/-. The Custodian Fee is subject to an annual minimum amount of AED 168,000 and VAT. The Custodian Fee is calculated on the net asset value of the Fund assets under custody and is accrued daily and paid monthly in arears.
Remuneration of Fund Administrator (Administration Fee)	The rate of 0.04% (plus VAT) per annum is calculated on the Fund Net Asset Value. The Administration Fee and is accrued daily and paid monthly in arears.
Remuneration of the Fund Units' Registrar (Registrar Fee)	The rate of 0.01% (plus VAT) per annum is calculated on the Fund Net Asset Value in consideration for providing the services of the Units Registrar and Transfer Agent to the Fund. The Registrar Fee is accrued daily and paid monthly in arears.
Remuneration of the Fund Auditor (Auditor Fee)	An amount of USD 15,000 (plus VAT) per annum shall be made in consideration for auditing the annual and reviewing the interim financial statements of the Fund. The Audit Fee shall be accrued daily and paid semi-annually. Moreover, such fees shall be negotiated during the years of the Fund operation in accordance with the size and transactions of the Fund, and the rates of fees prevailing in the market.
Remuneration of Fund Units Promoter (Promotion Fee)	No promotion fees shall be incurred by the Fund since the Fund Manager will promote the Fund units without fees.
Remuneration of Legal Counsel of the Fund (Legal Fee)	An amount of USD 8,200 (plus VAT) per annum shall be paid in consideration for providing legal advice to the Fund, and these fees shall be accrued daily and paid semi-annually. In the event that the said work duties exceed more than 20 hours in any calendar year, additional fees will be charged, to be calculated on the hourly rate basis of the consulting office, which ranges between AED 740 - AED 2,940 per hour. Moreover, such fees shall be negotiated during the years of the Fund operation in accordance with the size and transactions of the Fund, and the rates of fees prevailing in the market.
Index / Benchmark	The Fund will not follow a specific index or benchmark
Administrative Expenses and Fees in consideration for services due to Third-Parties	The following expenses and other fees shall be incurred by the Fund: <ul style="list-style-type: none"> - The expenses of trading the securities in which the Fund invests. - Operating processes expenses, bank fees and legal fees. - Fees imposed by the government and regulatory bodies and authorities. - Any taxes stipulated on its business. - Any other fees related to the management and operation of the Fund.

<p>The Administrative Headquarters of the Fund</p>	<p>Office No. 2301 – 47 Marina Street – Floor No. 23, Marina Plaza Tower – Jumeirah – Dubai Marina – Dubai – United Arab Emirates. P.O. Box # 478513, Dubai Email: awayd@madacapitalfs.com Website: www.madacapitalfs.com/awayd Tel: +9714 371 8000</p>
<p>Number and Date of the Fund's License</p>	<p>License issued by the Authority No. 1485 / 2023 إ ت / خ Dated on: 14/12/2023.</p>
<p>Board of Directors of the Fund</p>	<p>No separate Board of Directors has been formed for the Fund, and no current organizational, administrative or supervisory structure has been made for the Fund other than the responsibility of the Fund Manager, the Investment Committee and the Fund Services Providers. The Authority shall be notified and the announcement shall be made to the Unit Holders on the Fund's website, if the Fund Manager decides to form a separate Board of Directors to be responsible for the general supervision of the investment, administrative and operational activities of the Fund.</p>
<p>Risks Profile of the Fund</p>	<p>Despite the low-risk of the investment nature of the Fund, it does not mean that the risks associated with assets to be invested therein are zero. Furthermore, the value of investments in the Fund and the income generated from the same can decrease in accordance with the markets fluctuations and the assets invested. Unit Holders must be also aware that there is no guarantee to be provided by the Fund Manager that the investment objectives mentioned in the Prospectus will be met. Therefore, kindly refer to the detailed Risks Profile within the Prospectus under the heading "Investment Risks".</p>
<p>Statement of Contacts concerned with providing information related to Subscription in the Investment Fund</p>	<ul style="list-style-type: none"> – Fund Manager, MADA Capital Investment Management Company (PJSC). – Receiving Agents, whose names are posted and updated on the Fund's webpage. – Promoters assigned by the Fund Manager, whose names are posted and updated on the Fund's webpage.
<p>Mechanism for obtaining any information related to the Fund</p>	<p>Through the Fund Manager, MADA Capital Investment Management Company (PJSC), the Prospectus, the Summary of the Key Information Document of the Offering, the annual and periodic reports, announcements, and any other information will be made available to Unit Holders on the Fund Manager's website (www.madacapitalfs.com). This information will be continuously update. Register of prior performance register and expected performance of the Fund will also be made available to the Unit Holders.</p>
<p>Valuation of Investment Units</p>	<p>The Investment Unit share of the Fund net assets, including the accumulated return (NAV), is calculated on daily basis by the Fund Administrator in accordance with the equation referred to in Section entitled (Valuation of Investment Units) in the Prospectus, which is the value on the basis of which the Purchasing and Redemption value of the Investment Unit are calculated throughout the life span of the Fund.</p>

1. Fund's Name:

MADA Money Market Investment Fund (Awayd).

2. Fund's Founder:

- MADA Capital Investment Management (Private Joint Stock Company), a company established in the Emirate of Dubai, licensed by the UAE Securities and Commodities Authority to practice the activities of establishing and managing investment funds of all kinds in the State and providing administrative services thereto, License No. 202000000014.
- MADA Capital Investment Management is a company specialized in the services of establishing and managing investment funds and providing administrative services to its funds. The founders of the company have a long experience with respect to investment and banking aspects of more than 20 years to provide investment structure and advisory solutions to individuals, institutions with a general focus on investment opportunities in assets management, wealth management, private equity and venture capital, including a wide range of diversified financial and investment assets categories.
- MADA Capital Investment Management has the ability to manage investments for its clients in addition to structuring the types of public and private funds that meet the requirements of the clients' investment objectives. Investment team of MADA Capital Investment Management provides research, investment strategies, investment advisory services and continuous investment management with a focus on vision, innovation and commitment to integrity and professional values.

3. Fund's category and type & method of Offering:

MADA Money Market Investment Fund "Awayd" is an investment base that aims to collectively pooling investors' funds for the purpose of investing the contributions to achieve the Fund investment objectives and policy set out herein in this Prospectus. MADA Money Market Investment Fund "Awayd" has been established and licensed by the UAE Securities and Commodities Authority as a Local, Money Market Investment Fund with an Open-ended and variable capital and cumulative daily returns. The Fund is governed by the Regulations issued by the Authority which regulates Investment Funds in addition to the controls of Money Market Investment Funds, as amended from time to time. Subscription in the Fund Investment Units shall be offered publicly to natural and legal persons.

4. Fund's legal form:

- The Fund shall acquire a legal personality and an independent financial liability upon the issuance of its license certificate by the UAE Securities and Commodities Authority. The Fund shall have a legal personality during the period of its establishment to the extent necessary for the procedures required for establishment and licensing in accordance with Regulations issued by the Authority in this regard.
- All expenses paid by the Fund Manager to complete the process of establishing and licensing the Fund with the authority shall be charged to the accounts of the Fund. All legal effects resulting from the procedures and contracts made by the Fund Manager during the establishment and licensing process shall be devolved to the Fund on the date of the Fund's approval by the Authority for the practice of its activities.

5. Fund's premises:

Office No. 2301– Floor No. 23, Marina Plaza Tower,
Marina Street – Dubai Marina District,
Dubai – United Arab Emirates.

6. Fund's Term:

It is 99 years commencing from the date of licensing the Fund to conduct its activities by the Securities and Commodities Authority.

7. Fund's website:

www.madacapitalfs.com/awayd

8. Date and number of the Fund's license issued by the Authority:

The license to establish the Fund was issued on 14/12/2023.

9. Fund's investment objectives:

MADA Money Market Investment Fund "Awayd" aims at maintaining the capital, materializing returns on excess liquidity of institutions and individual investors, by providing a savings and investment liquidity pool that grants a cumulative daily return by distributing its investments on short-term financial instruments such as debt instruments issued by government and banks, treasury bills and bonds, high credit-rated corporate bonds, repurchase agreements, deposits, bank savings certificates, sukuk, and other money market funds units. The Fund has a low investment risk profile and accrues a cumulative daily return on the Fund's underlying investments. The Fund provides daily liquidity to its investors through the daily Subscription and Redemption mechanism in the Fund Investment Units.

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

The Initial Target Size of the Fund, at the time of its Offering, is one hundred million Dirhams (AED 100,000,000) divided into one hundred million (100,000,000) Investment Units with a Nominal Value of one Dirham (AED 1) per each Investment Unit. If the Subscription Orders in the Units exceed the Initial Target Size of the Fund, the Fund Manager may increase the target size of the Fund to accommodate the excess Subscription Orders, after obtaining the approval of the Authority, or allocate the required units to the Subscribers in proportion to Subscriptions made by each of them, taking into account rounding all fractions arising from the allocation process for the benefit of small subscribers.

11. Fund's Minimum Capital:

The Minimum Capital of the Fund is one million Dirhams (AED 1), divided into one million (1,000,000) Investment Units with a Nominal Value of one Dirham (AED 1) per each investment unit. In the event that the Minimum Capital of the Fund is not covered during the Subscription Period, the Fund Manager shall declare that the Subscriptions has been cancelled and return any amounts subscribed to investors.

12. Fund's Financial Year:

The financial year of the Fund shall commence from January 1st of each year until the end of December of the same year, provided that the first financial year includes the period that elapses from the date of Fund licensing by the Authority to practice its activities until the end of the financial year of the subsequent year, provided that the total duration of the financial period does not exceed 18 calendar months.

13. Fund's Base Currency:

The currency of the Fund is the AED which shall be used when valuating assets or liabilities and preparing the balance sheets and financial statements, as well as when Subscribing/Purchasing or Redeeming its Units and upon liquidation.

14. Fund's investment policies and practices:

The Fund's investment portfolio of financial assets concentrates on investing in short-term and medium-term money market instruments:

- Bank deposits and money markets transactions concluded with one of the banks licensed in the State or licensed outside the State by a regulatory body similar to the Central Bank of the UAE.
- Debt instruments.
- Derivatives contracts.
- Units of public money markets funds with an investment strategy similar to the Fund.
- Units of public investment funds specialized in fixed-income instruments.

In order to achieve the investment objectives of the Fund, the Fund Manager shall follow an investment policy aimed at achieving the maximum protection of the invested capital through the following general controls:

1. Fund's investments need to be focused on securities and financial instruments that are traded in AED, USD and currencies with a fixed exchange rate against AED, or currencies having hedging instruments that can mitigate losses resulting from changes in exchange rates.
2. The Investment Manager of the Fund shall adhere to the principle of risk allocation and decentralization, as well as adherence to the maximum and minimum investment ratios and limits of the investment ratios permitted for each type of invested assets which are set out in this Prospectus and in accordance with the relevant regulations issued by the Authority.
3. Not undertaking any lending or cash financing operations, and not using the fund assets in any measure, procedure or disposition leading to the Fund incurring a liability exceeding the value of its investment.
4. Maintaining at least 10 % of the total value of the Fund's assets as cash liquidity or investments with a maturity date or a remaining maturity period not exceeding 7 days to meet Redemption orders.

15. Fund's investment decision-making process:

The Fund's Investment Manager shall, through the internally formed Investment Committee, perform all the business of managing the Fund in accordance with the investment objectives, policy and investment restrictions specified in this Prospectus. The Fund investment decisions shall be taken through a meeting to be convened by the Fund Investment Committee as follows:

1. Weekly Meeting: For assessing the price of the Fund Unit and reviewing the daily executions, weekly performance, disclosures and their consistency with the Fund's policies and strategy.
2. Monthly Meeting: For reviewing and agreeing on policies, strategies and methods of maximizing returns, reviewing the status of markets and legislations, interest rate trends, liquidity levels, and economic indicators, and reviewing asset allocation policy and the average maturity periods.

The Fund shall be charged no fees, charges or expenses in connection with the formation and work of the Investment Committee or its members and the Fund Manager shall bear all such costs and expenses.

16. Fund's investment restrictions:

The Fund's Investment Manager shall comply with the investment ratios and determinants in accordance with the relevant regulations and resolutions issued by Securities and Commodities Authority and Resolution No. (1/Chairman) of 2023 and any update made thereon from time to time. Accordingly, the ratios and determinants mentioned below are automatically updatable and amendable upon the issuance of amendments or updates by the Authority in this regard:

- Commitment to retain at least (10%) of the total value of the Fund's assets in the form of cash or investments with a maturity date or a 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 (5) Business Days.
- The maximum weighted average of the Fund's investments maturity shall not exceed (180) days.
- Valuation of the of the Fund's assets in accordance with the Section entitled "Valuation of the Fund Investment Units".
- The credit rating of the invested debt instruments shall not be less than the "Investment Grade" by one of the rating agencies recognized by the Authority.
- Refrain from borrowing or entering into transactions that entail obligations, with the exception of borrowing to cover Redemption Orders up to a maximum of (10%) of the Fund's NAV.
- The Fund's debt instruments from one issuer shall not exceed (10%) of the Fund's total asset value.
- The Fund's investments in securitization shall not exceed (10%) of the Fund's total asset value.
- The Fund's investments in deposits, debt instruments, derivatives or investment units with one or more entities belonging to the same group shall not exceed (25%) of the total value of the Fund's assets, unless such entity is a local government entity.
- Investing in investment funds in other money markets not to exceed (15%) of the total value of the Fund's assets, provided that investment in funds managed by one manager does not exceed (10%) of the total value of the Fund's assets.
- The Fund may not invest in derivatives contracts except for the purpose of hedging, provided that the value of that investment does not exceed (5%) of the Fund NAV, and that the issuer of such contracts is subject to governed by financial capital adequacy rules issued by a regulatory authority equivalent to the Authority.

17. Subscription into Investment Units

1. Eligibility for investment:

MADA Money Market Investment Fund is a public fund that allows Subscription to and Purchase of its Investment Units by the public, whether citizens or foreigners and whether they are natural or legal persons, excluding prohibited persons, provided that these persons are eligible to open a bank account in the UAE or a securities brokerage account that allows them to invest in the Fund Units. Therefore, the Subscription/Purchase Price is paid in the Fund's account with the Custodian, and all payments on which Subscription Orders are submitted shall be transferred from bank accounts or securities brokerage accounts specified by the investor on the Subscription or Purchase Order Form. Furthermore, the following documents must be provided when submitting the Subscription/Purchase Order:

For Individuals: Natural persons must provide identification documents sufficient to prove the identity of the applicant and to be accepted by the Units Registrar and Transfer Agent;

For Legal Entities: Companies, firms or other legal entities must provide a certified copy of the certificate of incorporation as well as any change in the name documents, memorandum of association (MOA) and articles of association (AOA) and / or any other incorporation documents, which confirm the powers vested to the authorized signatory on behalf of the company or any other legal entity;

For Minors and Incapacitated: Applications for Subscription must be submitted through parents or legal guardians along with a proof of their assignment as guardians.

2. Receiving Agents:

MADA Capital Investment Management Company (PJSC) and any banks or financial institutions to be contracted by the Fund Manager to receive Subscriptions and Purchase Orders from investors. Names of the Receiving Agents shall be posted on the Fund Manager's website.

3. Minimum and maximum Subscription:

- The minimum Subscription amount during the Initial Offering (IPO) Period is one hundred (100) Investment Units, equivalent to (AED 100) one hundred Dirhams.
- Any additional investment must be made in increments of not less than one Dirham (AED 1) and its multiples.
- There is no maximum Subscription amount for the Investment Units issued by the Fund.
- Subscribers or Buyers may trade on the Units of the Fund (by Redemption and Subscription) without any maximum or minimum limit upon the completion of the Offering process.

18. Where and how to get additional information about the Fund and Prospectus

1. Name and contact details of the Fund Manager's information officer:

Kindly visit the company's office or visit its website or contact the following information officer:

Tarek Adel Zaki Elshabrawy
Head of Financial and Administrative Affairs
Email: awayd@madacapitalfs.com
Tel: +971 4371800

19. Purchase of Units

- Orders to Purchase new Investment Units shall be received during the official working hours of the Fund's Receiving Agents. Orders submitted until 10:00 AM on each of the Official Business Days will be processed during the same day so that the Dealing Day is the same as the day of submitting the Purchase Order. However, orders submitted after 10:00 AM will be processed on the next Business Day so that the Dealing Day is the Business Day following the submission of the Purchase Order.
- The value of the Units to be purchased shall be determined on the basis of the Investment Unit share in the net market value of the Fund's assets (Net Asset Value Per Unit "NAVPU") of the previous day declared on the respective Dealing Day on the Fund's webpage, in accordance with the equation referred to in Section entitled (Valuation of Investment Units) in this Prospectus.
- The Fund Investment Units shall be purchased by conducting a book entry of the number of units purchased in the Unit Holders register as of the Dealing Day.
- The Fund Manager is entitled to assign Receiving Agents from time to time, and names of the Receiving Agents will be posted Fund Manager's website.

Obligations of the Receiving Agents:

- Providing means of communication with the Fund Manager and the Administrator.
- Adherence to place the Fund's advertisement in a visible place.
- Adherence to receive Subscription/Purchase and Redemption Orders, provided that such orders are implemented on the basis of the controls stipulated in Sections entitled (Subscription/Purchase of Units), (Redemption of Units).
- Adherence to provide the Fund Administrator and the Fund Manager with a statement of all Subscription/Purchase and Redemption orders at the end of each Official Business Day.
- Adherence to publicize the NAVPU daily as of the previous closing day according to the value calculated by the Fund Administrator.

20. Unit Holders' rights and responsibilities:

- Receiving the notice on material, significant or notifiable changes and any suspension of Subscription, Purchase and Redemption to the Units.
- Having access to the progress reports and audited annual reports.
- Voting on material changes proposed by the Fund Manager at the meeting of Unit Holders.
- The Unit Holder of the Fund Investment Units shall take no responsibility for the debts and obligations of the Fund, and his/her/its obligations are limited to the amount of his/her/its investment in the Fund Units.

21. Redemption of Units:

- Unit Holders or their legal representative may redeem some or all of the Investment Units' value during the official working hours, provided that the orders submitted until 10:00 AM on each Official Business Day are processed during the same day so that the Dealing Day is the same day of submitting the Redemption Order. Orders submitted after 10:00 AM will be processed on the next Business Day so that the Dealing Day is the Business Day following the submission of the Redemption Order.
- The value of the Units to be redeemed shall be determined on the basis of the Investment Unit share in the assets net market value of the Fund's assets (Net Asset Value Per Unit "NAVPU") of the previous day and declared on the respective Dealing Day on the Fund's webpage, in accordance with the equation referred to in Section entitled (Valuation of Investment Units) in this Prospectus.
- The value of the Units to be redeemed shall be assumed, paid and deducted from the net assets of the Fund on the respective Dealing Day.
- The Fund shall adhere to redeem the Investment Units once the Redemption Order is approved, subject to the circumstances of the temporary suspension of redemptions (if any), and the redemption of Units shall be made by entering the number of Units redeemed in the Unit Holders register with the Fund's Registrar and Transfer Agent.

22. Temporary suspension of Redemptions:

- The Fund Manager may, in extraordinary circumstances, resolve to make prorated payments or temporarily suspend Redemptions for no more than ten (10) Business Days, with the necessity to notify to the Authority of the adopted measures. Such resolution shall not be effective except after being approved by the Authority based on its review of the causes and the appropriateness of the suspension period or prorated redemptions to the extraordinary circumstances justifying it.
- The Authority may suspend Redemptions in accordance with the requirements of the public interest.

- The Fund Manager may, upon obtaining the approval of the Authority, suspend redemptions for a period exceeding ten (10) Business Days in the event of any of the following extraordinary circumstances:
 1. Submitted Redemption Orders have coincided to reach a significant extent that the Fund Manager is unable to deal with.
 2. Inability to liquidate the Fund's assets due to extraordinary circumstances.
 3. Sudden and abrupt drop in the value of the Fund's assets.
 4. Events of Force Majeure.
 5. Any other case approved by the Authority.
- The Fund Manager shall serve the Unit Holders a notice of the cases to suspend redemptions on the Fund's webpage and at the Receiving Agents.
- The Fund Manager shall not accept nor execute any new Purchase Orders during the period of Redemptions suspension except after obtaining the Authority's prior approval.
- Upon the expiry of the causes for suspension of redemptions, the Fund Manager shall notify the Authority and the Unit Holders the expiry of the temporary redemption suspension period.

23. Valuation of the Fund Investment Units

The Fund invests its contributions in fixed or variable return instruments and the daily return calculated for these instruments must be considered when valuating these instruments, each according to its type, regardless of the nominal value of those instruments or the cost price. The value of the Investment Unit shall be calculated daily as follows and pursuant to the following equation:

A. The Fund's total assets value shall be calculated as follows:

- Total cash, current accounts and bank deposit accounts.
- Total accrued revenues pertaining to the valuation period that has not yet been collected.
- The net value of investment units in other similar money markets funds on the basis of the last declared redemption value.
- The net value of government bonds, corporate bonds and treasury bills in accordance with the purchase price plus the interest due from the day of purchase until the valuation day according to the yield calculated on the basis of the purchase price.
- The net value of the savings certificates which are valuated according to the subscription price plus the return due for the period from the date of purchase or the last return distributed, whichever is earlier, until the day of valuation.
- The value of the remaining elements of the Fund's assets, such as advance payments, shall be added to the aforementioned, and are deducted the sum of what has been amortised.
- In case of securities that have no published market prices at the time of valuation or the last price declared thereto has passed three months or that their trading is limited and inactive; the valuation shall be made on its cost price or fair value.

B. The following shall be deducted from the total prior values:

Total liabilities for the period prior to valuation which have not yet been settled including bank accounts with credit balances such as:

- Credit facilities, if any.
- Bank accounts with credit balances and provisions originated during the period to meet a potential liability and can be reasonably measured.
- The share of the period from the remuneration of the Fund Manager fee, custody fees, administration services fees, brokerage commissions, publication expenses, auditor's remuneration, and any other fees or remuneration in accordance with the Fund's contracts.
- The share of the period from the costs paid in advance to obtain future economic benefits for the Fund.

C. Net Result (Net Asset Value Per Unit):

- The net proceeds of deducting the item (B) of the item (A) shall be divided by the number of Investment Units outstanding at the end of each Official Business Day, and the Net Asset Value Per Unit (NAVPU) shall be declared at the beginning of the next Business Day.

24. Profits and distributions of the Fund:

Profits Calculation:

The profits of the Fund shall be determined through the income statement that is prepared for the purpose of determining the net profit or loss for the covered period. The income statement shall be prepared in accordance with International Financial Reporting Standards, provided that it covers the following revenues:

- Distributions collected and due as a result of investing the Fund's money during the financial period.
- Accrued returns (collected and uncollected).
- Capital gains resulting from the sale of securities and investment units in other funds.
- Unrealized capital gains resulting from the increase in the net market value of securities.

And the following expenses shall be deducted therefrom:

- Capital losses resulting from the sale of securities and investment units in other funds.
- Unrealized capital losses resulting from decrease in the net market value of securities.
- The expenses of trading the securities in which the Fund invests.
- Fees imposed by government or regulatory bodies and authorities.
- Operating processes expenses, bank fees and legal fees.
- Administrative expenses and fees due to third parties as a result of the operation processes of the Fund.
- Advertising and publishing expenses.
- Fees of the Fund Manager and the Fund Services Providers.
- Provisions necessary to be formed and validated by the Auditor.
- Any taxes stipulated on its business.
- Any other expenses related to the management and operation of the Fund.

Distributions:

The Fund has a cumulative return, where the cumulative daily return of the Investment Unit is calculated and added to the value of the Investment Unit by calculating the share of Investment Unit of the Fund's net assets, including the cumulative return (NAV). Any amount of profit can be obtained through the daily redemption of the Units. Return is calculated as of the date of the day following the actual day of purchase.

25. Expenses, commissions and fees:

The following is an estimated schedule explaining the annual expenses and fees related to the Fund:

Subscription Fees

There are no Subscription fees charged to investors.

Redemption Fees	<p>There are no Redemption fees charged to investors. However, the Fund Manager for protecting the net value of the Fund's assets and the net value of the Investment Units of the remaining Unit Holders, is entitled, at its discretion, to impose fees not exceeding 2% of the net value of the redeemed Units to be added to the total assets of the Fund, if the redemption of these Investment Units does negatively affect the net value of the Fund's assets, taking into account the following controls:</p> <ul style="list-style-type: none"> - The redemption fees will be applied only after using all available tools to provide the necessary cash for redemption (using the cash reserve of 10%, in addition to using the financing alternative of 10%) and will be applied only when the redemption ratio exceeds the limits of the emergency liquidity provision mechanisms (20%) and the inability of the Fund Manager to liquidate more assets without avoiding a negative and material impact on the net asset value of the Fund. - The Authority and the Units Holders shall be notified of the action taken on the same day of the application of the fees. - Determination of the time period during which the redemption fees shall apply, which must not be more than ten (10) Business Days. - These fees will be charged in favor of the Fund's net assets directly so as to ensure the stability of the value of the Fund's net assets. For the avoidance of doubt, these fees shall not be charged in favor of the Fund Manager. - The Authority and the Units Holders shall be notified of the details of the causes and circumstances that resulted in taking this decision by the Fund Manager, along with a clarification of the procedures and steps to be taken by the Fund Manager to address such circumstances and provide the necessary liquidity.
Pre-Incorporation Expenses	Not applicable. All expenses of incorporation and establishment of the Fund shall be incurred by the Fund Manager.
Remuneration of the Fund Manager	The Fund Manager/Investment Manager shall be entitled to a fee of 0.5% per annum (half per cent) out of the net returns of the Fund and shall be accrued daily and paid monthly in arears.
Remuneration of Custody Services (Custodian)	0.04% per annum for ICSD Euroclear Eligible Fixed Income Securities and 0.05% per annum for Money Market Instruments in addition to a settlement commission of USD 10/- per transaction, provided that the same shall not be less than AED 168,000 per annum plus VAT, to be calculated on the Net Asset Value of the Fund under custody. The Custodian Fee is accrued daily and paid monthly in arears.
Remuneration of the Fund Administrator	<p>The Administrator shall be entitled to a fee of 0.04% per annum on the Fund Net Asset Value. The Administration fee shall be accrued daily paid to the Administrator monthly in arears.</p> <p>The Fund shall be charged the actual cost for sending customers' statements of account which to be sent quarterly by the Administrator.</p>

Remuneration of the Auditor	The Auditor shall receive an amount of USD 15,000 per annum in consideration for auditing the annual and reviewing the interim financial statements of the Fund. The Auditor Fee shall be accrued daily and paid semi-annually.
Remuneration of Legal Counsel	The legal counsel shall receive an amount of USD 8,200 per annum for providing legal advice to the Fund. The Legal Fee is accrued daily and paid quarterly. In the event that the said work duties exceed more than 20 hours in any calendar year, additional fees will be charged, to be calculated on the hourly rate specified for the consulting office, which ranges between AED 740 - AED 2,940 per hour.
Remuneration of the Units Registrar	The Units Registrar received a compensation calculated at an annual rate of 0.01% of Fund Net Asset Value in consideration for providing the registry services to the Fund. The Registrar Fee shall be accrued daily and paid monthly in arrears.
Administrative expenses and fees in consideration for services due to third parties	<p>The Fund shall be charged the following other expenses and fees, including but not limited to:</p> <ul style="list-style-type: none"> - Trading expenses, commissions, trading and brokerage fees related to the subscription and sale of securities and financial instruments in which the Fund invests. - Advertising and publishing expenses. - General expenses and petty cash of the Fund, which include any fees or remuneration of any persons or entities dealing with the Fund in connection with its operation processes, for example (expenses related to printing and distributing the Fund's reports, and notices served to Units Owners). - Fees imposed by government or regulatory authorities which are due for renewal of registration, licensing, issuance of certificates and documentation necessary for the Fund to practice its activity. - Operating processes expenses, bank fees and legal fees. - Provisions necessary to be formed and validated by the auditor. - Any taxes stipulated on the Fund's business or resulting from transactions made with related and external parties. - Any other expenses related to the management and operation of the Fund.

26. Fund's Founder, Investment Manager, Administrator and Registrar

MADA Capital Investment Management (PJSC)

Address: Office No. (2301) – Floor No. 23,
Marina Plaza Tower (Administrative),
Marina Street – Dubai Marina District – Jumeirah – Dubai.
Tel: +9714 371 8000
P.O. Box # 478513, Dubai, United Arab Emirates.
Email: info@madacapitalfs.com
Website: www.madacapitalfs.com

Obligations of the Fund Manager:

- Offering the Fund's Units and managing the Subscription and allocation operations.
- Managing the assets and investment operations of the Fund for the benefit of Units Holders.
- Representing the Fund, which is legally established thereby, before third parties.
- Ensuring that the Terms and Conditions of the Fund and the Prospectus are accurate, complete, clear, correct and non-misleading.
- Developing effective investment policies in order to manage investments, liquidity and redemptions processes that ensure provision of liquidity amount commensurate with the nature of the Fund so as to meet the risks associated with the Fund investments.
- Assuming the duties of managing the investment of the Fund, promoting its Units, and supervising the same pursuant to its Offering Document and in accordance with the legislations applicable regarding the exercise of those duties, and so as to preserve the rights of the Fund and the rights of its Unit Holders.
- Non-receiving whether by itself or by any of its employees of any special gains or advantages from the Fund, except for the agreed Management Fee.
- Studying the financial positions of issuers of financial and investment instruments in which the Fund's assets are invested.
- Exercising due diligence in the course of performing of its duties.
- Managing risks and conflicts of interests between the Fund and other investment funds established, incorporated or managed by it.
- Assigning a custodian for the Fund, and not changing the custodian except upon the approval of the Authority.
- Developing the rules of professional conduct for its employees, supervising them, and organizing and monitoring their personal trading in securities, in order to ensure their compliance with the provisions of the law, regulations, resolutions, and circulars issued by the Authority, especially those related to honesty, integrity, and conflict of interest.
- Cooperation and coordination with the internal auditor and enabling the internal auditor to exercise duties entrusted upon him, and serving a notice to the Authority of any violation of the law, regulations, resolutions, circulars, or controls issued thereunder, or internal by-laws applicable in the markets.

Obligations of the Fund Administrator:

- Carrying out Subscription and Redemption processes in the market.
- Calculating the net value of the Fund's Units, preparing a daily statement of the number of existing Units of the Fund, disclosing the same at the beginning of each Business Day and serving a notice to the Authority of the same on the dates specified by the Authority.
- Making disclosure to Units Holders of all information of the Fund and any other disclosures related to its business, reports and Prospectus.
- Providing accounting services, and information, delivering reports to customers, and responding to their inquiries.
- Ensuring that the Fund's assets are maintained segregated from the Fund Manager's moneys and assets, and from the assets of any other fund it established, incorporated or managed by it.
- Ensuring that no payments or moneys are received from investors on behalf of the Fund.
- Making settlement of the Fund's dealings.

Obligations of the Fund Registrar:

- Entering the transactions carried out on the Investment Units and stating the Subscription, Purchase and Redemption processes of the Investment Units.
- Selling and redeeming the Fund's units at the price declared for the Net Asset Value of the Units and in accordance with the mechanism specified in this Prospectus.
- Preparing and maintaining an automatic register of Unit Holders which shall be considered a presumption and evidence for the ownership of the Fund Units.
- Entering the number of Units and the data of Unit Holders, including the date of registration in the automatic register, and name, nationality, address, personal identification number of natural persons, commercial registration number of legal persons, and the number of Units belonging to each of the Unit Holders.

Replacement of the Fund Manager:

- The Fund Manager may only be replaced involuntarily under a special resolution from the general assembly of Unit Holders upon the approval of the Unit Holders who own at least three quarters of the Investment Units represented at the general assembly meeting of Unit Holders and upon obtaining the approval of the Authority in accordance with its procedures.
- Voluntary withdrawal by the Fund Manager from the duties of managing the Fund, whereas the Fund Manager may voluntarily withdraw from the management of the Fund, provided that Units Holders are served a sixty (60) Business Day-notice of the same, and upon obtaining the approval of the Authority.
- Discontinuing the practice of the activity or permanent lack of one of the license condition without regularizing its status.
- Cancellation, withdrawal or suspension of a license practice by the Authority.
- Submission of an application to the Authority to voluntarily deregister the license of practicing the activity.
- If the Authority deems that the Fund Manager or the Fund Administrator has substantially and primarily violated its obligations.
- Any other cases which the Authority considers, based on reasonable grounds, to be of substantial importance.
- No replacement or discontinuation of the Fund Manager shall entail or result in the dissolution or lapse of the Fund.

27. Fund's Custodian:

Name: First Abu Dhabi Bank (FAB)

Nationality: United Arab Emirates

Legal Form:

A public joint stock company licensed by the Central Bank of the United Arab Emirates

Address of Headquarters in United Arab Emirates:

First Abu Dhabi Bank Bldg., Khalifa Business Park, Abu Dhabi

P.O. Box: 6316, Abu Dhabi

Website: www.bankfab.com

Email: gcf@bankfab.com

Tel: +971 2 3053952

Obligations of the Custodian:

- Opening an account for the Fund's securities, and preparing an independent file including all papers, documents and transactions made on its account.
- Keeping and maintaining the securities in which the Fund invests its moneys and exercising the rights associated therewith, including the collection of interest or profits and the right to subscribe.
- Informing the Fund of all resolutions and actions taken by issuers of securities related to the rights associated with its securities in accordance with the means of communication agreed thereupon as soon as possible and taking into account the interest of the Fund.
- Registering or freezing mortgages of securities at the request of the Fund Manager or his representative, or foreclosing the same at the request of the competent official authorities.
- Transferring securities to the broker (seller), and accepting the transfer of securities from the broker (buyer) on behalf of the Fund in accordance with the procedures approved by the Authority.
- Submitting an application to transfer ownership of securities within the cases excluded from trading.
- Failing to dispose the securities maintained thereby except in accordance with the provisions of the Act of the Authority and regulations and resolutions issued thereunder, in accordance with the clauses of the agreement concluded with the Fund.
- Providing the Authority with the details, data and properties of the Fund whenever requested to do so.
- Collecting the proceeds of the securities in which the Fund invests.

The right of the Custodian to assign a sub-custodian:

- The custodian may assign one or more third party(s) having a license to practise the activity of the custodian in accordance with the controls issued by the Authority on outsourcing, in order to carry out the sub-custody works. However, the Custodian shall assume the fees and expenses of any sub-custodian.

Cases in which the Custodian shall be dismissed or substituted:

- The custodian discontinues practicing its activity.
- The Custodian's license to practice the activity of custody has been cancelled, deregistered, withdrawn or suspended by the Authority.
- The Custodian has submitted an application to the Authority to cancel and deregister its license to practice the Custody activity.
- If the Fund Manager deems that the Custodian has materially violated its responsibilities.
- If the credit rating of the Custodian has been downgraded.
- In the event that the remunerations of the Custodian do not comply with remunerations recognized in the market.
- In any other cases the Authority deems necessary to change the Custodian.

28. Fund's Auditor:

Name: BDO CHARTERED ACCOUNTANTS

Nationality: United Arab Emirates

Legal Form: Professional License

Address of Headquarters in United Arab Emirates:

Floor No. 23, Burjman Business Tower, Sheikh Khalifa Bin Zayed Street

P.O. Box: 1961, Dubai, UAE.

Website: www.bdo.ae

Email: info@bdo.ae

Tel: +971 4 518 6666

Fax: +971 4 227 0151

Tasks, duties, and responsibilities of the Auditor:

- Auditing and reviewing the annual and interim financial statements in accordance with International Financial Reporting Standards, taking into account the provisions of the Investment Funds Law, the Terms and Conditions of the Fund and the Offering Document (Prospectus).
- Obtaining a reasonable degree of certainty that the financial statements are correct and free from material misstatement, by obtaining sufficient evidence supporting the values registered in the financial statements and preparing an annual report containing the findings and comments concluded thereby in accordance with International Financial Reporting Standards.
- Conducting a periodic examination every six months of the financial statements of the Fund and issuing semi-annual reports on the activity of the Fund and the findings of its business for this period. Therefore, the report prepared in this regard shall include the Auditor opinion on the extent to which the aforementioned financial statements fairly express the financial position of the Fund and the Auditor opinion on the findings of its activity, indicating whether there is a need to make any significant or influential amendments to the aforementioned financial statements that should be made or not.
- Evaluating the appropriateness of accounting policies considered and the reasonableness of accounting estimates made by the Fund.
- Examining the internal controls relevant to the preparation of the financial statements of the Fund.

Cases in which the Auditor shall be substituted:

- The lapse of three years since the Auditor audited the accounts of the Fund.
- Cases of professional misconduct made by the Auditor related to the performance of its duties are substantiated.
- If the Auditor of the Fund ceases to be independent.
- If the Fund Manager resolves that the Auditor has failed to perform his duties professionally or satisfactorily.
- In the event that the remunerations of the Auditor do not comply with remunerations recognized in the market.
- If the Authority are requested to do so as a result of complaints against the Auditor or the same committed any violations.

29. Fund's Legal Counsel:

Name: BONNARD LAWSON INTERNATIONAL FOR LEGAL CONSULTANCIES

Nationality: United Arab Emirates

Legal Form: Branch of Foreign Company

Address of Headquarters in United Arab Emirates: King Salman Bin Abdulaziz St., Dubai Marina

P.O. Box 450136, Dubai, UAE.

Website: www.bonnard-lawson.com

Email: dubai@bonnard-lawson.com

Tel: +971 4 568 3200

Fax: +971 4 4227076

Tasks, duties, and responsibilities of the Legal Counsel:

- Preparing, drafting and reviewing all contracts, agreements and legal transactions of the Fund and its assets and reporting legal advice and consultancies in order to ensure the legality of its actions and dispositions and the absence of any restrictions on its ownership.
- Following up, examining and conducting the necessary investigations on complaints and violations and providing recommendations to the Fund Manager.
- Developing and preparing legal guidance and participating in the preparation and development of the internal legal regulations and rules of the Fund.
- Maintaining the rights of the Fund with third parties, filing lawsuits and following up proceedings filed by third parties in order to preserve the rights of the Fund.
- Drafting and consolidating agreements, contracts, investments, legal forms and other legal documents in order to secure the full legal rights of the Fund.
- Participating in the investigation committees conducted by the supervisory bodies on matters related to the Fund.
- Following up the implementation of resolutions rendered against the Fund or on behalf of the Fund against others.
- Maintaining dockets of lawsuits and internal and external investigation committees and ensure their confidentiality.
- Continuous following-up in order to identify the amendments and legal legislations related to the work of the Fund and making the Fund Manager aware of the same.

30. Fund borrowing:**The Fund may borrow to meet redemption orders in accordance with the following controls:**

- The term of the loan shall not exceed twelve months.
- The value of the loan shall not exceed 10% of the net asset value of the Fund at the date of submitting the borrowing application..

31. Recourse to the assets of other Investment Funds belonging to the Founder or Fund Manager:

- It is not permissible to recourse in order to meet the obligations of the Fund to the assets of other investment funds affiliated with the Founding Entity or managed by the Fund Manager.
- In the event that the Fund invests in other similar funds, it (the same as other investors) shall have the right to recourse to the assets of this fund in which it invested in order to meet its obligations towards the same, and this shall be possible if something necessitates its occurrence, subject to the provisions and laws regulating the same.

32. Changes to the Terms and Conditions of the Fund:

- The Fund Manager shall disclose to the Authority and the Unit Holders any extraordinary circumstances that may lead to the Fund's assets being adversely and materially affected.
- The Fund Manager may make any material changes to the Terms and Conditions of the Fund after obtaining the approval of the Authority, and upon obtaining a resolution of approval by the general assembly of the Unit Holders.
- The Fund Manager may also make any important or noticeable changes to the Terms and Conditions of the Fund. Therefore, the Unit Holders and the Authority will be served a notice of such changes in addition to providing them with a copy of the changes and modifications made to the Terms and Conditions of the Fund.
- Details of the changes and modifications shall be disclosed on the Fund Manager's website within five (5) Business Days prior to the effective date of the change or modification.

Material changes and modification made to the Fund mean any of the following cases:

- Material change or modification made to the objectives or nature of the Fund.
- Consideration on cases of merger of the Fund with another Investment Fund.
- A change having a material adverse effect on the rights of the Fund Unit Holders.
- A change that has a material adverse effect concerning the risks associated with the Fund.
- Consideration of the material conflicts of interests.
- Substitution of the Fund Manager and replacing the same with a new fund manager.

Significant changes mean any significant change affecting the Fund's assets or liabilities that:

- Essentially cause the Unit Holders to reconsider their investment in the Fund.
- Cause an increase in the types of Fund payments made from the Fund's assets.

Amendments requirement notification:

- Means any change not listed under the material and significant changes and require serving a notice to the owners of the Investment Units at the discretion of the Fund Manager and other cases decided by the Authority.

Extraordinary circumstances:

- Means economic, political, regulatory or other contingencies in which the Fund Manager believes that, should they occur, the Fund's assets could be materially and adversely affected.

33. Disclosure rules and provision of information and reports:

Disclosure of financial reports:

The Fund Manager shall disclose the financial reports as follows:

- A. Semi-annual financial reports audited by the independent external auditor, within a period not exceeding (45) days as of the end of the semi-annual period.
- B. An annual financial report audited by the independent external auditor, within a period not exceeding three (3) months as of the end of the Financial Year of the Fund.
- C. An annual performance report, within a period not exceeding three (3) months as of the end of the Financial Year of the Investment Fund, including the Fund's performance, activity and investments, and any significant updates, modifications or changes in the risks related to its performance.
- D. Any reports or financial statements required by the Authority.
- E. Publishing the reports issued by the Investment Fund in Arabic and in any other languages on the website of the Fund.

Providing information and reports to Fund Unit Holders:

The Fund Manager shall provide information for the Fund Unit Holders as follows:

- Exerting due diligence to provide sufficient and accurate information for current and prospective Unit Holders so as to enable them to make their investment decisions.
- Disclosing to Unit Holders all data and information or any substantial events that have affected or would affect the Fund on the Fund Manager's website.
- Disclosing every act or conduct that would create a conflict of interests when making investment of the Fund's assets and how to deal with the conflict.
- Maintaining the documents, records, registers and accounting books related to the Fund's business for a period not less than (10) years, while keeping backup copies of the same for the same period, and disallowing any damages to be incurred thereby for any reason whatsoever.

34. Fund's internal organization and governance:

The Fund Manager shall provide a system for the governance of the Fund including the following:

- Constituting an investment committee assuming responsibilities of planning the implementation of investment policy necessary to manage the investment and follow-up and monitor the actual performance.
- Providing and implementing an effective system of internal control in addition to an operation manual of risk management.
- Developing the rules of professional conduct for employees, supervising them, and controlling and monitoring their personal trading in securities, in order to ensure their compliance with the provisions of the law, regulations and resolutions issued by the Authority, especially those related to honesty, integrity, and conflict of interests.
- Developing the rules necessary to regulate the purchase and sale made by the insiders of the investment units issued by the funds managed thereby, and monitoring all the transactions made by the Fund Manager.
- Enabling the Internal Control Division to verify whether the Fund Manager and its employees comply with the provisions of the law, regulations, and resolutions issued thereunder, and the internal policies, rules, procedures, and regulations, and serving a notice to the Authority of any violation to the law, regulations, resolutions or controls rendered thereunder.
- Observing the management of conflict of interests process between the Fund and the clients whose moneys are managed by the same and notifying the concerned clients in writing upon arising a realized potential event of conflict of interests.
- Developing the procedures necessary to ensure the complete segregation between the accounts of the Fund Manager and the accounts of the Fund, as well as the segregation between the accounts of the funds themselves if they are many.

35. Activities that the Fund Manager can outsource:

Subject to the conditions of outsourcing issued by the Authority, the Fund Manager may outsource some of its duties to third parties while continuing to be responsible for those duties in accordance with the following conditions:

- Obtaining the approval of the Authority for any outsourcing process.
- Assigning duties related to activities licensed by the Authority to entities licensed thereby to carry out those duties, provided that Fund Manager manages conflicts of interests with customers.
- The Fund Manager may outsource all or some of the following duties:
 - Duties of compliance officer.
 - Internal control works (Internal Controller).
 - Duties of the discipline officer.
 - Risk management (risk management officer).
 - Internal audit.
 - Human resources.
 - Accounting business.
 - Information technology (IT).
 - Any other duties, tasks or functions permitted by the regulations and rules issued by the Authority.

36. The rights of Unit Holders, their heirs and creditors over the Fund assets:

- Unit Holders, their heirs or their creditors shall not have the authority to request the allocation or setting aside, sort or control over any of the assets of the Fund in any way whatsoever, or have the right of jurisdiction over the same.

37. Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT):

- The Fund Manager undertakes to manage the Fund and conduct its business in a manner consistent with the relevant applicable laws and provisions concerning criminalizing the money laundering and combating terrorism in the United Arab Emirates, including, to the extent applicable to the Fund, circulars and instructions related to Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT).
- For the purposes of meeting the internal control and anti-money laundering procedures of the Fund Manager including its trustees and directors, reserves the right to share and exchange relevant information regarding investors.
- As a result of the applicable anti-money laundering provisions, the Fund Manager or its representatives and Receiving Agents reserve the right to request additional documentation or clarifications along with the Subscription / Purchase Order about the identity and source of moneys in respect of each prospective investor or the person or entity on whose behalf the Subscription/Purchase Order is made.

38. Termination and liquidation of the Fund:

A. Termination of the Fund:

- The expiry of its term specified in this Prospectus.
- The termination of the purpose for which the Fund was established.
- Merger or liquidation in accordance with the Authority's regulations.
- A resolution rendered by the Authority to terminate the Fund due to fundamental violations made thereby or as may be dictated by public interest.
- Judgment rendered on dissolution of the Fund
- If it is impossible for the Fund Manager to continue to execute the purpose for which the Fund was established.

- If the Fund experiences circumstances preventing the same from practicing its activity for a period of twelve (12) months.
- If no activity of the Fund has been commenced within twelve (12) months as of the date of serving a notice of its incorporation approval.
- The depletion of all or most of the Fund's moneys so that the remainder moneys cannot be invested.
- The approval of the Authority to make an early voluntary termination of the Fund.
- The termination of the Fund and the expiry of its legal personality shall be substantiated upon rendering a resolution by the Authority or a final judgment from the competent court to terminate the same.

B. Liquidation of the Fund:

- Unit Holders may request to dissolve and liquidate of the Fund by a special resolution from the general assembly of Units Holders in the event that the Fund Manager fails to agree with a manager of an alternative fund or an alternative board of directors within a period of six (6) months from the decision taken to change the Fund Manager. The special decision is the decision issued by a majority of the votes of Units Holders who own at least three quarters of the Investment Units represented at the general assembly meeting of Units Holders. However, no liquidation procedures may be initiated or declared except after the Fund Manager submits an application to the Authority, and upon its approval of the liquidation procedures and the entity that will undertake the liquidation and its fees.
- The Authority may request the dissolution and liquidation of the Public Investment Fund, whenever necessary, as may be dictated by the public interest.
- The proceeds of the liquidation of the assets of the Fund shall be distributed to each of the Units Holders in pro rata to the Units owned by each of them. Furthermore, the Fund shall retain its legal personality, during the liquidation period, to the extent necessary for liquidation.

39. Investment Risks

In general, Money Market Investment Funds do not achieve high level of return such as moneys invested in long-term instruments. Investors may consider a fund that invests a large amount of its net assets value in money market instruments in lieu of depositing moneys in a bank account. However, investors should note that investing in such Fund is not a deposit in a bank account and is not protected by any government or government agency or any other guarantee plan, which may be available for the protection of a bank deposit account holder. In addition, investors should note that the possession in this Fund is subject to the risks associated with investing in a collective investment undertaking, especially if the value of the invested capital is able to fluctuate with the fluctuation of the net asset value of the Fund. Therefore, maintaining a fixed value of the Fund's assets is not guaranteed.

1. Interest Rate Risk:

Interest rate risk is the risk of impairment of fixed income and other non-fixed income instruments due to interest rate fluctuations in the Fund's portfolio, which may adversely affect the income accrued from these instruments and thus the net asset value of the Fund's units.

2. Credit Risks:

The Fund may suffer losses if the issuer or guarantor of the fixed income instrument (including securities purchased with securities lending collateral), or the counterparty to a derivatives contract, repurchase agreement or securities loan, is unable or is classified as unable to make timely capital and/or interest payments or meet its obligations. The reduction of the credit rating of a security held by the Fund may reduce its value since securities are subject to varying degrees of credit risk, which is often reflected in a credit rating. Fixed income instruments are subject to the risk of litigation, amendment of legislations, change of political events, local businesses or economic conditions or default of the issuer and which may affect the issuer's ability to repay capital and/or interest.

3. Asset-Backed Securities (ABS) Risks:

Asset-Backed Securities such as mortgage loans, consumer loans, or receivables are subject to some additional risks making them more sensitive to changes in interest rates. Consequently, during high interest rates, these securities may exhibit additional fluctuations. In addition, these securities are subject to prepayment risk, which is the risk occurs when interest rates fall or becomes low but are expected to rise and borrowers can repay their debts sooner than expected. This can reduce the returns of the fund because the fund will have to reinvest these prepaid funds at lower prevailing interest rates. This is also known as the risk of recession. Furthermore, these securities are also at risk of default on underlying assets, especially during periods of economic downturn/recession.

4. Market Risks:

The market price of the securities owned by the Fund may rise or fall, sometimes quickly or unexpectedly. In addition, securities may depreciate due to factors affecting securities markets in general, such as real or expected economic conditions, changes in interest rates or currencies or negative investor sentiment in-general. The value of the security may also decrease due to factors affecting the economy or certain industries, such as lack of labor or increased production costs and competitive conditions. During general recession in the securities markets, multiple asset classes may decline at the same time and price fluctuations are usually lower in the case of fixed income instruments.

5. Derivatives Risks:

Derivatives are financial contracts whose value depends on the value of the underlying asset, reference rate, or indicator. The Fund typically uses derivatives as an alternative to investing in the underlying asset and / or as part of a strategy designed to limit exposure to other risks, such as interest rate or currency/exchange risks. Therefore, the use of derivative instruments by the Fund involves risks that are different from, or perhaps greater than, the risks associated with investing directly in other traditional investments. Derivatives are subject to number of risks described elsewhere in this section entitled (Investment Risks), such as liquidity risks, interest rates risks, market risks, credit risks, inaccurate valuation risks and the risk that changes in the value of the derivative may not be fully related to the underlying asset, base rate or key indicators. Furthermore, appropriate derivative transactions may not be available in all circumstances and there can be no assurance that the Fund will undertake transactions to minimize exposure to other risks when the same would be beneficial.

6. Hedging:

The Fund may use a variety of financial instruments, such as derivatives, options, interest rates swaps, and forward contracts, in pursuit of hedging against declines in the value of investments as a result of changes in currency exchange rates, some changes in securities markets, market interest rates, and other events. Hedging against the depreciation of positions does not eliminate fluctuations in the values of these positions or prevent losses if the values of these positions fall. However, the same creates other positions designed to take advantage of those same developments, thereby offsetting the decline in positions "value". These hedging transactions also limit the opportunity for making profit since an investment instrument may not be able to hedge against any change or event, at a price sufficient to protect its assets from a decline in the value of its expected positions as a result of such change. In addition, it may not be possible to hedge against certain changes or events at all.

The successful execution of hedging transactions depends on the ability of the Fund Manager to correctly predict movements in the direction of the currency, interest rates, financial markets, or other events being hedged against. In addition, the degree of correlation between the price movements of the instruments used in hedging strategies and the price movements in the position where the hedge is taking place may vary. Furthermore, for number of reasons, the manager may not seek to establish a full relationship between these hedging instruments and the positions being hedged. Such an imperfect association may prevent the Fund Manager from achieving the intended hedge or expose an investment vehicle to additional loss risks.

7. Debt Instruments Risks:

Debt instruments, such as sukuk, bonds, and treasury bills, are subject to credit risks and interest rate risks. Credit risks is the possibility that an issuer will be unable to make interest payments or repay principal when due. Changes in the creditworthiness of an issuer or as a result of changes in the credit ratings of securities may affect their value. Interest rate risks are the risks of increase in interest rates, which reduces the resale value of some debt instruments. Debt instruments with shorter maturities are generally less sensitive to interest rate changes. Changes in market interest rates do not affect the outstanding rate on the existing security of the debt, unless the instrument has adjustable or variable features, which can reduce its exposure to interest rate risks.

8. Economic Disruptions Risks:

The financial and economic sector in general may face periods of disruptions and instability and their effects are difficult to be predicted. Financial markets may experience volatility and negative fluctuations related to concerns about high levels of government debt, credit rating downgrade, and the possible default of government debts or restructure them. Holders of sovereign debts, including banks and other financial institutions, can be adversely affected by the risk of economic disruptions and the vulnerability of sovereign borrowers.

9. Political Volatility:

There is a risk of political volatility causing losses and disruptions in global markets. There may be economic or diplomatic sanctions being applied to certain countries, and military action may begin. Despite the impact of these events is unclear, it can have a material impact on overall economic conditions and market liquidity.

10. Global Investment Risks:

Securities in some jurisdictions may experience more rapid and more extreme changes in value since the value of these securities may be affected by uncertainty such as international political updates, changes in government policies and in taxes, restrictions on foreign investment, currency fluctuations and other updates in the laws and regulations of the countries in which the Fund may have investments. Issuers in many countries may be subject to a high degree of regulation. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in some countries in which investments may be made may not provide the same degree of investor protection or information to investors as generally applies in major securities markets. Adverse conditions in a particular region can negatively affect the securities of other countries whose economies appear to be unrelated.

11. Financial Leverage Risks:

Some transactions may result in some form of financial leverage. These transactions may include, inter alia, reverse repurchase agreements, securities loans and the use of late delivery or future obligation transactions. To mitigate financial leverage risks, the Fund Manager typically segregates or "allocates" liquid assets or covers transactions which may lead to such risks since financial leverage may cause the Fund to liquidate portfolio positions to meet its obligations or to meet segregation requirements when it is not beneficial to do so. Therefore, leverage may cause the fund to be more volatile than if the fund had not used leverage.

12. Governance Risks:

The Fund is subject to management risks because it is an investment portfolio which is actively managed. The Fund Manager shall apply investment approaches and risks analysis in making investment decisions for the Fund. However, there can be no guarantee that these decisions will achieve the intended outcomes. In addition, restrictions, policies, or legislative, regulatory or tax updates may affect the investment approaches available to the Fund Manager and each individual portfolio manager in relation to the management of the Fund. However, the same may also adversely affect the Fund's ability to achieve its investment objectives.

13. Lack of Operation Date of the Fund:

The Fund does not have an operation date based on which potential investors can assess the potential performance of the Fund. Therefore, the accumulated experience and past performance of the Fund Manager or its subsidiaries does not guarantee that the Fund will achieve its investment objectives.

14. Financial Fraud:

Likely, there may be cases of fraud and other deceptive practices that may be perpetrated by senior management of some entities in which the Fund may invest. If the same is detected, it may adversely affect the valuation of the Fund's investments. In addition, whenever detected, financial fraud may contribute to overall market fluctuations which may adversely affect the Fund's investment program.

15. Legal and Regulatory Risks:

Legal, tax and regulatory changes may occur during the term of the Fund and the same 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 through government and judicial procedures. Therefore, any future legal or regulatory change could affect the performance of the Fund negatively and positively. Many of the laws governing private and foreign investment, securities transactions in equities and other contractual relationships in some countries, particularly in developing countries, are new and substantially untested. Consequently, the Fund may be subject to number of extraordinary risks, including inadequate protection of investor, inconsistent legislations, incomplete, unclear and variable laws, lack of effective avenues for legal redress, and lack of enforcement of existing regulations. Furthermore, in some countries where the Fund's assets are invested, it may be difficult to be rendered a judgment and enforce the same. There can be no assurance that this difficulty on protection and enforcement of rights will not have a tangible negative impact on the Fund and its processes. Moreover, the Fund's income and gains may be subject to withholding taxes imposed by foreign governments from which Unit Holders may not receive a full foreign tax return thereon.

16. Calculation of Net Assets Value:

It is expected that the Net Asset Value (NAV) Per Unit may fluctuate over time in parallel with the performance of the Fund investments. Consequently, the accuracy of the Net Asset Value (NAV) Per Unit may be affected by the frequency or ability to obtain valuations of these securities. The approach of assets valuation is established on the valuation principles described under the heading "Valuation of Fund Investment Units" which may result in prices being valued by reference to valuation models rather than by reference to market prices. These prices may not reflect what can be obtained by selling the Fund's assets. Wherever there is any conflict between International Financial Reporting Standards (IFRS) and the aforementioned valuation principles, in calculation of Net Assets value (NAV) Per Unit, the latter principles shall prevail and take precedence. Therefore, the Owner shall not redeem his/her/its entire initial investment when he/she/it elects to repurchase his/her/its units or upon compulsory repurchase if the Net Asset Value (NAV) Per Unit of the relevant Class at the time of the repurchase is less than the Subscription Price paid by such Unit Holder.

17. Implications of large Redemptions:

Redemptions of a large number of Units within a limited period of time may require the Fund to liquidate positions more quickly than would otherwise be correct, adversely affecting the value of the repurchased Units and the pending Units. In addition, notwithstanding the period of time during which significant redemptions are made, the reduction resulting in the Net Asset Value of the Fund may affect the Fund Manager's ability to achieve the target profits. The Fund Manager shall have the right to impose fees not exceeding 2% of the net value of the Redeemed Units in order to be added to the total assets of the Fund in accordance with the terms and conditions mentioned in Section entitled "Expenses, commissions, and fees – Redemption Fees".

18. Fixed Fees and Expenses:

There are some fixed costs that are required to be covered by the Fund, including governmental expenses, ongoing administrative and operational expenses, and consultancy fees.

19. Investment Strategies

There is no guarantee that the strategies to be used will be successful under changing market conditions, and in general the Fund's investment strategies involve a degree of uncertainty.

20. Misconduct by Personnel and Third-Party Services Providers:

Misconduct by employees or by third-party services providers could adversely affect the performance of the Fund. Besides, misconduct by employees may include obligating the Fund to incur transactions exceeding the limits permissible thereto or which involve unacceptable risks and unauthorized trading activities. Moreover, risks can also result from actions taken by third-party services providers, including but not limited to, failure to recognize transactions. In addition, third-party services providers can improperly use or disclose confidential information, which may result in limiting opportunities of the Fund's business or future marketing activities. Although the Fund Manager will adopt measures to prevent and detect employees misconduct and select reliable services providers, such measures may not fully prevent those risks in all cases.

40. Addresses and means of communication:

Capacity	Name of Entity	Means of Communication
The Founding Entity, the Fund Investment Manager, the Fund Administrator and the Registrar.	MADA Capital Investment Management (PJSC)	Address: Office No. (2301) – Floor No. 23, 47 Marina Street – Marina Plaza Tower (Administrative) – Dubai Marina District – Jumeirah – Dubai. Tel: 00971 4 371 8000 P.O. Box # 478513, Dubai, United Arab Emirates. Email: info@madacapitalfs.com Website: www.madacapitalfs.com
Custodian	First Abu Dhabi Bank (FAB)	Address: First Abu Dhabi Bank BLDG., Khalifa Business Park, Tel: +971 2 3053952 P.O. Box 6316, Abu Dhabi, UAE. Email: gcf@bankfab.com Website: https://www.bankfab.com
Legal Counsel	Bonnard Lawson (Dubai Branch)	Address: Office No. 2501, Al Habtoor Commercial Tower, King Salman Bin Abdulaziz St., Dubai Marina, Tel: +971 4 568 3200 Fax: +971 4 4227076 P.O. Box 450136, Dubai, UAE. Email: dubai@bonnard-lawson.com Website: www.bonnard-lawson.com
Auditors	BDO Chartered Accountants	Address: Floor No. 23, Burjman Business Tower, Sheikh Khalifa Bin Zayed Street, Tel: +971 4 518 6666 Fax: +971 4 227 0151 P.O. Box 1961, Dubai, UAE. Email: info@bdo.ae Website: www.bdo.ae

SET OF COVENANTS RELATING TO INCORPORATION OF
MADA MONEY MARKET INVESTMENT FUND "AWAYD"

1. Covenants / Undertakings by the Fund Originator:

We, MADA Capital Investment Management (PJSC), the Founder of MADA Money Market Investment Fund (Awayd), undertake that:

- A. We shall take full responsibility with regard to the validity of the information and data contained in this Prospectus (Offering Document).
- B. The information and data contained in the Prospectus are sufficient to assist the investor in making an appropriate decision about whether or not to invest in the Fund, and there is no other information or data that, if not be included in the Offering Document, shall result in misleading or affect the investor's decision.
- C. We have taken due care and diligence to ensure that the information and data contained in the Prospectus are consistent with the facts contained in the other documents and exhibits relating to the Offering.
- D. We shall pay any licensing or renewal fees for the Fund or any other fees determined by the Authority in accordance with whatever issued thereby in this regard,
- E. To affirm that the investor in the Fund and before subscribing to or purchasing the Fund Investment Units, has received a printed or electronic copy of the Prospectus provided that the delivered copy is fully identical to the copy approved by the Authority,
- F. The Offering Document (Prospectus) Summary made available continuously to the Unit Holders in electronic or printed form, or upon request, and without any charge. The Prospectus Summary shall be updated continuously and include the historical and expected performance of the Fund.
- G. No means of public Offering shall be used in the activities of promoting or advertising the Fund, and in particular not to use advertisements, articles, or any means of addressing the public, including publication in newspapers, magazines or news media, or broadcasting on the visual, audio or print media, except after the issuance of the Authority's approval for the Fund licensing.

2. Covenants / Undertakings by the Fund Investment Manager:

We, MADA Capital Investment Management (PJSC), the Founder of MADA Money Market Investment Fund (Awayd), undertake that:

- H. We shall take full responsibility with regard to the validity of the information and data contained in the Prospectus,
- I. The information and data contained in the Prospectus are sufficient to assist the investor to make an appropriate decision about whether or not to invest in the Fund, and there is no other information or data that, if not be included in the Prospectus, shall result in misleading or affect the investor's decision,
- J. We have taken due care and diligence to ensure that the information and data contained in the Prospectus are consistent with the facts contained in the other documents and exhibits relating to the Offering.
- K. No means of public Offering shall be used in the activities of promoting or advertising the Fund, and in particular not to use advertisements, articles, or any means of addressing the public, including publication in newspapers, magazines or news media, or broadcasting on the visual, audio or print media, except after the issuance of the Authority's approval for the Fund Licensing.

3. Covenants / Undertakings by the Legal Counsel:

We, the Legal Counsel of MADA Money Market Investment Fund (Awayd), undertake that all documents, contracts, procedures and legal aspects related to the Fund and the Offering of its Units to the public Subscription have been legally accessed, read and reviewed, and that sufficient information and confirmations have been obtained that we could enable us to express our legal opinion thereon. Therefore, we confirm that there are no legal violations on the Fund, and that all documents, procedures and contracts are legally valid, and do not subsequent any future obligations against investors which are not disclosed in the Offering Document (Prospectus), and that all procedures and legal aspects related to the Offering of Units to the public Subscription are in line with the legislations and laws applicable in the United Arab Emirates and in other countries the same is offered therein (Fund Units/Fund, if any).

MADA MONEY MARKET INVESTMENT FUND "AWAYD"
SUBSCRIPTION/PURCHASE ORDER FORM

MADA MONEY MARKET INVESTMENT FUND “AWAYD”
REDEMPTION ORDER FORM