AL MAL MENA INCOME FUND
Subscription Agreement

To: The Administrator
Al Mal Capital PSC
Cayan Business Tower
Office 801,
Al Sufouh 3
Tecom Area,
Dubai, UAE

Tel: +971 43601111
Fax: +971 43601122

By signing below I/we confirm and acknowledge having received and read a copy of the Private Placement Memorandum ("**PPM**") dated January 06, 2009 relating to Al Mal MENA Income Fund (the "**Fund**"), the section "**Representations and Warranties of the Subscriber**" at the end of this Subscription Form and the information set out herein is true and correct. Capitalized terms in this Subscription Agreement will have the same meaning given to them in the PPM.

1. REGISTRATION ☐ Individual ☐ Joint ☐ Corporation

FIRST APPLICANT:

Name of Applicant: .....

Nationality: .....

Passport/CPR No.: .....

Registered Address: .....

.....

.....

Mailing Address: .....

.....

Telephone No.: .....

Fax No.: .....

E-mail: .....

JOINT APPLICANT:

Name of Applicant: .....

Nationality: .....

Passport/CPR No: .....

2. SUBSCRIPTION

A. Subscription Amount: USD .....
(Minimum USD 50,000 plus multiples of USD 1,000)

B. Placement Fees: USD .....
2% of (A)

C. Total Payment: USD .....
(A) + (B)

3. DETAILS OF PAYMENT

☐ Wire transfer

By wire transfer in accordance with the wire transfer instructions below:

US Intermediary Institution:	Standard Chartered Bank, New York
Swift Code:	SCBLUS33
A/c with Institution:	Standard Chartered Bank, Dubai (UAE)

Swift Code:	SCBLAEAD
Beneficiary Account Name:	ALMAL CAPITAL PSC
Beneficiary Account No.:	02 - 4212940 - 01 (USD)
Beneficiary IBAN:	AE630440000102421294001
Remittance Details:	AL MAL MENA INCOME FUND SUBCRIPTION

☐ **Cheque**

Cheque Drawn on: .....

Account Number: .....

Cheque Number: .....

Communication Method with the Investors ☐Post Address ☐Fax ☐E-mail

Investor's Bank Name & Branch Address: .....

Swift Code: .....

Investor's Account Name: .....

Investor's Account Number: .....

Investor's IBAN (If Applicable): .....

Important Notes:

a) Subscription monies must originate from the Applicants cash account and should be as per the Passport Copy for Individuals and as per the Certificate of Incorporation for Others. Payment(s) that appear to originate from third parties may not be considered as payment of the subscription monies for the purpose of this Application Form.

b) The cut-off date / time for wiring funds to the Subscription cash account with Standard Chartered Bank, Dubai (UAE) is Sunday 1100 Hours (UAE Time) in order to be eligible for the valuation day that comes next to the remittance of subscription amount in addition to submitting the subscription application.

c) The cut-off date / time for receipt of investor subscription form (duly completed in all respects and duly signed by the investor) by Standard Chartered Bank, Dubai (UAE) is Sunday 1200 Hours (UAE Time) in order to be eligible for the valuation day that comes next to submitting the subscription application in addition to the remittance of subscription amount as per (b) above.

4. MONEY LAUNDERING PROTECTION

The Fund, in order to comply with Cayman Islands Monetary Authority's(CIMA) Money Laundering regulations of the year 2015 (Revision) with respect to Prohibition and Combating Money Laundering and the various circulars issued with regard thereto and Terrorist Financing from time to requires additional documentation along with the subscription request for Units. In addition, the Fund will comply with all circulars issued by the Cayman Islands Monetary Authority pertaining to the anti-money laundering and terrorist financings which are in force from time to time.

I / We hereby attach the following certified documents in support of this application for Subscription in Units:

FOR INDIVIDUAL APPLICANTS:

- Individual's Passport

- Any other government issued forms of identification (e.g.: driver's license, national ID, etc.) provided that one is a picture identification.
- Proof of the individual's current address (e.g., current utility bill), if not included in the form of picture identification.

Note: The name of the investor under the subscription application should be as per the passport copy for Individual / Joint subscription application.

FOR CORPORATIONS:

- Certified copy of Incorporation.

- Certified copy of Memorandum and Articles of Association.

- Certified copy of commercial registration certificate.

- Names and addresses of all directors or and authorized signatories along with their passport copies

 ID documents of majority owners or partners if the entity is not listed.

Note: The name of the investor under the subscription application should be as per the Certificate of Incorporation for Corporate subscription application.

5. EXEMPT FUND

Being an exempt fund, investment in Al Mal MENA Income Fund is open only to Eligible Investors as defined in the section 7.7 of the PPM. An Eligible Investor is any person who is a sophisticated investor (i.e. has the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund, is aware of the risks inherent in investing in the assets in which the Fund will invest and the method by which these assets will be held and/or traded, and can bear the loss of their entire investment in the Fund), is able to acquire and hold units without violating applicable laws..

Based on the above provided information, subscribers must warrant on the appropriate subscription agreement that they have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund, are aware of the risks inherent in investing in the assets in which the Fund will invest and the method by which these assets will be held and/or traded, and can bear the loss of their entire investment in the Fund. Any transferee of units will be required to warrant in like terms before any transfer is registered.

6. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

Upon signature on Section 14 titled Signature(s), I/we hereby undertake, represent and warrant to the Fund and the Fund Company:

a) I/We have had the opportunity to review the Private Placement Memorandum (**"PPM"**) (including the section headed **"Risk Factors"**) and to ask questions and receive answers concerning the Fund and the terms and conditions of this information from authorized representatives of the Fund Company and the Placement Agent and agree to be bound by the terms of this Subscription Agreement and the PPM from time to time. I/We acknowledge that in making a decision to subscribe for Units, I/we have relied solely upon the PPM and this Subscription Agreement. The Placement Agent made available for our review the Fund Management Agreement, the Administration and Placement Agent Agreement, the Custody Agreement, the Registrar Agreement.

b) I am/we are aware of and understand the risks involved in investing in the Fund.

c) In the case of individual Investors - I am/We are 21 years of age or over.

d) I/We qualify as an Eligible Investor; have the legal capacity and authority and am/are permitted by applicable law to execute and deliver this Subscription Agreement.

e) I/We have such knowledge and experience in financial and business matters that I am/we are capable of evaluating the merits and risks of my/our acquisition of the Units.

f) (i) I am/We are not a U.S. Person and am/are not acquiring Units on behalf of or for the benefit of, a U.S. Person nor do I/we intend on selling or transferring any Units which I/we may purchase to any person who is a U.S. Person under the laws and regulations in force in the United States and that I was/we were not in the U.S. at the time any Units were offered to me/us or at the time I/we executed this Subscription Agreement.

(ii) I/We agree that I/we will promptly notify the Fund Company at any time when I/we become a U.S. Person, and I/we agree that in such event the Fund will be entitled to (but will not be obliged to) repurchase or to require me/us to redeem at a price equal to the redemption price per Unit as calculated by the Administrator, on the basis of the Fund's aggregate Net Asset Value as determined on the Valuation Day immediately preceding the relevant date of the repurchase or sale or as at the date of any unauthorized transfer giving rise to such repurchase or sale.

(iii) I/We will supply the Fund Company with such other facts as from time to time are deemed reasonably necessary or desirable by the Fund Company to enable the Fund Company to determine that I am/we are not U.S. Person(s).

(iv) I/We acknowledge and agree that the Investment Manager may in its sole discretion refuse to accept any transfers to U.S. Persons, and prior to the registration of any transfer the Directors may require of a proposed transferee or transferor such documentation, certifications, notifications, agreements, warranties, legal opinions of duly qualified counsel as they may reasonably require (including but not limited to, in the case of transferees that are U.S. Persons as defined in Regulation S, an opinion of counsel to the effect that the transferee will not be counted as more than one beneficial owner of the Units (for purposes of the Fund Company's reliance upon Section 3(c)(1) of the US Investment Company Act)) and such other information as the Directors may consider appropriate to ensure the proposed investor or transferee would be entitled to hold Units and that all applicable laws will be or would have been complied with.

g) All consents required to be obtained and all legal requirements necessary to be complied with or observed in order for this Subscription Agreement or the issuance of the Units to be lawful and valid under the laws of any jurisdiction to which I am/we are subject, have been obtained, complied with and observed.

h) I/We understand that my/our Subscription cannot be withdrawn from the Fund except by way of redemption of the Units in accordance with the terms outlined in the Private Placement Memorandum, that a portion of my/our Subscription may be invested in securities that are illiquid.

i) I/We will repeat these undertakings, representations and warranties to the Fund and the Fund Company on such future occasions as the Fund Company may request, and will provide on request such certificates, documents or other evidence as the Fund may reasonably require to substantiate such undertakings, representations and warranties.

j) I/We will notify the Fund immediately if I/we become aware that any of these undertakings, representations and warranties are no longer accurate and complete in all respects, and agree immediately either to sell or to tender to the Fund Company for redemption a sufficient number of Units to allow the undertaking, representation or warranty to be made.

k) I/We understand that if any of the representations, warranties, agreements or certifications given by me/us in this Subscription Agreement are untrue, the Directors in their sole discretion may require a retroactive redemption of all or part of the Units.

l) Except for some limited voting rights as provided in the Second Schedule to the Instrument, I/we understand that the Units have no voting rights and, therefore, I/we will not be able to exercise any management or control functions with respect to the Fund's or the Fund Company's operations.

m) I/We will not duplicate or furnish copies of the PPM, or divulge any of its contents, to any other person other than my/our investment, legal or tax adviser (who may use such documents solely for purposes related to my/our investment in the Fund).

n) The acceptance of my/our application for Subscription in Units together with the appropriate remittance will not breach any applicable money laundering rules and regulations and I/we undertake to provide verification of my/our identity and source of funds reasonably satisfactory (on a confidential basis), to the Fund Company, the Placement Agent or the Administrator and Registrar promptly on request, and I/we agree to the release of any information provided by me/us to the Cayman authorities by the Fund Company, the Placement Agent, the Administrator, the Registrar or its delegate.

o) The person signing this Subscription Agreement on my/our behalf has full power and authority to do so.

p) I/We understand that the Units will be issued on a fully paid basis in uncertificated form and maintained in book form in the register held at the offices of the Registrar, and such register will be and will remain the sole and conclusive proof of ownership of the Units.

q) I/We acknowledge(s) that due to money laundering requirements operating within their respective jurisdictions, the Fund, the Fund Company, the Placement Agent, the Investment Manager, the Custodian, the Registrar and/or the Administrator may require further identification of the applicant(s) and source of funds before applications for Subscription in Units can be processed.

r) I/We have been advised of, and hereby consent to, the compensation arrangements payable to any placement entity or individual, including the Placement Agent, in respect of my subscription for Units. Without prejudice to the section titled Nominees below, if I am/we are executing this Subscription Agreement as a nominee I/we further represent that I/we have advised my/our client and/or underlying beneficial owner of, and have obtained its/their consent to, such compensation arrangements.

s) If I am/we are a non-U.S. banking institution (a "**Foreign Bank**") or if I/we receive deposits from, make payments on behalf of or handle other financial transactions related to a Foreign Bank, I/we represent and warrant to the Fund that:

i. the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities;

ii. the Foreign Bank employs one or more individuals on a full-time basis;

iii. the Foreign Bank maintains operating records related to its banking activities; and

iv. the Foreign Bank is subject to inspection by the regulatory authority that licensed the Foreign Bank to conduct banking activities.

7. INDEMNITY

I/We agree to indemnify and hold harmless the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Custodian, the Administrator and the Registrar, their affiliates and each other person, if any, who controls or is controlled by any one of the said persons, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses and costs (including attorneys' fees) reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based on:

i. any false representation or warranty or breach or failure by me/us to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with the transaction; or

ii. any actions for securities or money laundering laws violations instituted by or against me/us which is resolved by judgment against the undersigned; or

iii. my/our failure to provide source of funds information.

8. ADDITIONAL KNOW YOUR CUSTOMER AND COMBAT OF MONEY LAUNDERING CONSIDERATIONS

I/We represent, warrant and agree that the following representations and warranties are deemed to be continuous for this investment and for any subsequent purchase of Units:

i. I/We are purchasing the Units with lawfully acquired funds for investment.

ii. To the extent that I/we offer interest in the Units to my/our clients, or hold such Units for the benefit of such clients, I/we represent and warrant with respect to the Units subscribed for hereby and all other Units subsequently acquired by me/us:

a) that each such client could make the representations in (i) and (ii) above;

b) that due to the application of money laundering, tax or similar requirements, or otherwise, upon request from time to time by or on behalf of the Fund, the Fund Company, the Investment Manager, the Registrar, the Placement Agent, the Administrator or the Custodian, I/we will, with respect to such clients, provide such certifications, documents or other evidence as may be reasonably required to substantiate the representations made herein; and

c) that I/we satisfied myself/ourselves that all legal requirements in the country in which each relevant client is a resident have been fully observed in connection with the purchase of Units, including obtaining any governmental or other consents which may be required and that it has otherwise complied with all necessary formalities.

9. AUTHORISATION

The Administrator, the Investment Manager, the Registrar, the Placement Agent, the Fund Company and the Fund are each hereby authorized and instructed to accept and execute any instructions in respect of the Units to which this Subscription Agreement relates. If the instructions are given by me/us by facsimile, I/we undertake to confirm them in writing by mail. I/we hereby agree to indemnify each of the Administrator, the Investment Manager, the Registrar, the Placement Agent, the Fund Company and the Fund and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon facsimile instructions.

10. REGISTRATION OF UNITS

I/We request that the Units issued pursuant to this Subscription Agreement are registered in the name and address set out above. In respect of joint Subscriptions, we direct that on the death of one of us the Units for which we hereby apply be held in the name of and to the order of the survivor or survivors of us or the executor or administrator of each survivor or survivors.

11. CONFIDENTIALITY

Information provided in this Subscription Agreement will be treated confidentially by the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Registrar, the Administrator, and the Custodian provided that they may present this Subscription Agreement and the information provided herein to such parties as deemed advisable if:

a) called upon to establish that the offer and sale of the Units is exempt from registration under applicable law;

b) the information is requested by any regulatory agency with jurisdiction over the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Registrar, the Administrator and the Custodian; or

c) the information is relevant to an issue in any action, suit or proceeding to which the Fund, the Fund Company, the Directors, the Placement Agent, the Investment Manager, the Registrar, the Administrator or the Custodian or any of their affiliates is a party or by which they are or may be bound.

12. NOMINEES (TO BE FILLED OUT IN THE CASE OF NOMINEES)

I hereby make the following declarations:

 I am/We are investing as a nominee for, or otherwise for or on behalf of, a party (or parties) other than myself/ourselves.

If the above box is checked, the person for whom I am/we are acting:
 is an individual.

 is an entity, but is not an investment company.

 is an investment company (including any family investment vehicle, trust, hedge fund company, investment club or other entity, group or association by means of which more than one individual makes investments).

13. JOINT ACCOUNT

In case we are joint account holders, unless we notify you otherwise and provide such documentation, as you require, our subscription shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Subscription Agreement. You shall be fully protected in acting upon the instructions of either of us. Each of us shall be liable, jointly and severally, for any obligations due to you pursuant to this Subscription Agreement.

14. CHOICE OF LAW AND FORUM

I/We agree to be bound by the laws in force in the Cayman Islands and in addition to the non-exclusive jurisdiction of the relevant courts of the Cayman Islands subject to which laws this Subscription Agreement will be governed and interpreted.

15. DISCLAIMER

The Cayman Islands Monetary Authority shall take no responsibility for the accuracy of the statements and information contained in this Subscription Agreement or the performance of this Fund, nor shall they have any liability to any person, investor or otherwise for any loss or damage resulting from reliance or any statement information contained herein.

16. SIGNATURES

Signed: .....
o
Printed Name: .....

Title *: .....

Signed: .....

Printed Name: .....

Title *: .....

*Not applicable in case of individuals

FOR OFFICIAL USE ONLY

Accepted and Approved by: .....

Signature of Representative: .....

Date: .....

Relationship Manager: .....