



**SUBSCRIPTION AGREEMENT – DSAM KAUTHAR GOLD FUND (A Shariah compliant Fund)**

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**INVESTOR**

Individual

Corporate

Name \_\_\_\_\_

Name \_\_\_\_\_

Joint Tenant (if applicable) \_\_\_\_\_

Company Type \_\_\_\_\_

Residential Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel \_\_\_\_\_

Tel \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

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**SUBSCRIPTION**

DSAM Kauthar Gold Fund, Ltd. US\$ \_\_\_\_\_ Amount (Minimum US\$5,000) Class A Shares

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**PAYMENT**

Give the details of the bank transferring the subscription amount

Name of Bank \_\_\_\_\_

ABA Routing Number \_\_\_\_\_

Swift Code \_\_\_\_\_

Investor Account Name \_\_\_\_\_

Investor Account Number \_\_\_\_\_

Bank Address \_\_\_\_\_

Name of Account Representative at Bank \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

(Redemption proceeds will be remitted back to this account)

**DOCUMENTATION** - Please note: In certain limited circumstances the documentation requirements described below may be reduced. The Administrator will advise applicants if the circumstances apply on an individual basis.

*Individuals*

- Certified copies of the first two passport pages, including the photograph page
- Original or Certified copies of two of the following showing the subscriber's address: (i) current valid driver's license or government issued identity card, (ii) recent utility bill (e.g. electricity, gas, telephone, mobile telephone), or (iii) recent bank or other financial institution statement.

Copies can be certified by a police officer, chartered and certified public accountant, notaries public, solicitor, practicing attorney, embassy and consular staff, the subscriber's bank or the subscriber's financial advisor (when previously approved by the Administrator in consultation with the Asset Manager).

*Corporate*

- Copy of Certificate of Incorporation (or equivalent)
- Copy of Memorandum and Articles of Association (or equivalent document showing registered corporate office)
- copy of the corporation's or entity's list of authorized signers
- List of directors, such list to include name, residential address, date of birth and occupation

*For shareholders owning more than 20%:*

- Certified copy of their passport (or national identity card), including the photograph page
- Certified copies of two different recent utility bills showing a street address
- Certified copies of one recent utility bill and a recent bank statement (not more than 3 months old) accompanied by a letter from the bank that the account holder resides at a certain street address

*For two company directors or one director and one authorized signatory:*

- Name, title, residential address, business address, date of birth
- Certified copy of their passports (or national identity card), including the photograph page  
Certified copies of (i) two different recent utility bills showing a street address or(ii) one recent utility bill and a recent bank statement (not more than 3 months old) accompanied by a letter from the bank

*For Trusts*

Certified copy of true ink copy of the Trust Deed;  
The names of the trustees and the settler (if not detailed in (a));  
A list of all beneficiaries including the name, permanent address, nationality, occupation and date of birth of each beneficiary;  
In respect of the Settlor (owning more than 20%) and Trustees which are natural persons please provide a certified copy of his/her passport or driver's license and original or certified true ink copies of two items of proof of address  
In respect of the Settlor (owning more than 20%) and Trustees which are corporate entities please provide the documents required for a corporate applicant as described above;

Certified\*\* copy of the corporation or entity's list of authorised signatories;  
List and Identification documents of Beneficiaries holding 20% or more of the capital

## TRANSFER INSTRUCTIONS

Subscriptions are by bank transfer only. No checks. Transfers should be net of all bank charges and include the subscriber's name. Funds must be received one business day before Subscription Date.

<b>DSAM Kauthar Gold Fund, Ltd.</b>	Bank	<b>HSBC Bank New York</b>
	BIC	<b>MRMDUS33</b>
	ABA #	<b>021001088</b>
	For the account of	<b>Citco Bank Nederland</b>
		<b>N.V. Dublin Branch</b>
	Account Number	<b>000306487</b>
	For further credit to	
	BIC	<b>CITCIE2D</b>
	Beneficiary International	
	Bank Account Number (IBAN)	<b>IE44 CITC 0000 0021 7426 01</b>
	Beneficiary Account Name	<b>DSAM Kauthar Gold Fund – Investor</b>

## COMPLETED DOCUMENTS

All completed documents must be received two business days prior to the Subscription Date.

1. *Fax or email (pdf) signed Subscription Agreement and required documentation to*

**Fax: 00 353 21 636 0459 attn. Investor Relations Group**  
**Email: [dubirorders@citco.com](mailto:dubirorders@citco.com)**

2. *Courier all original documents to*

DSAM Kauthar Funds  
c/o Citco Fund Services (Ireland) Limited  
3<sup>rd</sup> Floor, Tellengana House  
BlackRock Road  
Cork, Ireland  
Attn. Investor Relations Group  
Tel. 00 353 21 483 6600

The Subscriber acknowledges receipt of the Offering Memorandum for the DSAM Kauthar Gold Fund, Ltd. dated 22 December 2011 (the "Offering Memorandum"), the Amended and Restated Articles & Memorandum of Association of the Fund dated 15 December 2011, the Information Memorandum for the Al Safi Trust dated 15 September 2008 and the other documents included as exhibits to the Offering Memorandum (each as amended or supplemented from time to time, collectively, the "Offering Documents"). The Subscriber represents and warrants as follows: (i) the Subscriber has such knowledge and experience in investing (either alone or together with a financial adviser) to adequately evaluate the merits and risks of an investment in the Fund, (ii) the Subscriber has carefully read the Offering Memorandum and other Offering Documents, and in particular has reviewed the risk factors related to an investment in the Fund, (iii) the Subscriber has had the opportunity to ask any questions concerning an investment in the Fund of the Asset Manager and the investor's financial adviser and (iv) if the Subscriber's investment in the Fund is to be less than \$100,000, then such investment in the Fund is not in excess of 10% of the total net worth of the investor (with net worth determined in accordance with International Financial Reporting Standards.) The foregoing representations and warranties will be relied upon by the Asset Manager, the Administrator and all other stakeholders related (directly or indirectly) to the Fund.

The Subscriber recognizes that the Fund will protect and indemnify its officers, Directors, and other representatives against liability to the extent set forth in the Articles and other applicable documents. The Subscriber agrees that the Fund and the Asset Manager and its agents, including, but not limited to, the Administrator, may rely conclusively upon, and shall incur no liability in respect of, any action taken upon any notice, consent, request, instructions, or other instrument believed, in good faith, to be genuine or to be signed by properly authorized persons, including any document transmitted by facsimile or electronic means. The Fund's indemnification obligation set forth in this paragraph shall be limited to the aggregate net asset value of the Fund. The Subscriber agrees that it will indemnify and hold harmless the Fund, the Asset Manager, and the Administrator, and their respective officers, directors, employees, and affiliates (collectively, the "**Indemnified Parties**") from and against any and all direct and consequential loss, damage, liability, cost or expense, (including reasonable attorneys' and accountants' fees, whether incurred in an action between the parties hereto or otherwise) (collectively, "**Losses**"), which the Indemnified Parties may incur by reason of or in connection with, whether directly or indirectly, any misrepresentation made by the Subscriber or any of the Subscribers' agents, any breach of any

declaration, representation or warranty of the Subscriber, the failure by the Subscriber to fulfill any covenants or agreements under this Subscription Agreement, or an Indemnified Party's reliance on instructions sent by facsimile or electronic means.

The Subscriber acknowledges that as part of the Fund's responsibility for the prevention of money laundering, the Asset Manager or the Administrator may require additional information and/or a detailed verification of the Subscriber's identity, any beneficial owner of the Subscriber, and/or the source of the Subscriber's subscription payment. The Asset Manager and the Administrator reserve the right to request such information as they deem necessary to verify such information. The Subscriber acknowledges that in the event of delay or failure by the Subscriber to produce any information required for verification purposes, the Asset Manager or the Administrator (as the case may be) may refuse to accept a subscription or process a redemption request or may compulsorily redeem such Shares and/or payment of redemption proceeds may be delayed, and the Subscriber acknowledges and confirms that the Indemnified Parties shall be held harmless and indemnified against any Loss arising as a result of (a) a failure to process this Subscription Agreement or a redemption application, (b) the compulsory redemption of Shares, or (c) any delay in payment of redemption proceeds, in each case where such information has been required by the Asset Manager or Administrator and has not been satisfactorily provided by the Subscriber. The Subscriber acknowledges that the Asset Manager or the Directors may, by written notice to any Shareholder, suspend the payment of redemption proceeds payable to such Shareholder if it or they reasonably deem it necessary to do so to comply with anti-money laundering regulations applicable to the Fund, the Asset Manager, the Administrator, or any other service providers to the Fund. The Subscriber will comply with the requirements of any anti-money laundering programs and procedures maintained or adopted by the Asset Manager and/or the Administrator.

The Subscriber acknowledges that the Fund, the Asset Manager, or the Administrator may disclose information regarding prospective investors and Shareholders, which may constitute personal data under data protection legislation, to certain parties (including without limitation affiliates, attorneys, auditors, administrators, or regulators) in connection with the operation of the Fund to facilitate the transfer of the Shares, including but not limited to in connection with anti-money laundering and similar laws. The Subscriber acknowledges that the Fund or the Administrator or other service providers may also release information if directed to do so by the Asset Manager, if compelled to do so by law, or in connection with any government or self-regulatory organization request or investigation related to anti-money laundering or any other laws or regulations. The Subscriber acknowledges that, in connection with the establishment of anti-money laundering procedures on behalf of the Fund, the Administrator may implement additional restrictions on the transfer of the Shares.

In accordance with the preceding paragraph, the Subscriber consents to the Administrator, its delegates, authorized agents and associated or affiliated companies using, disclosing, processing and transferring outside the European Union (to countries which may not have equivalent data protection legislation in place) the Subscriber's personal data which is revealed on this form or is disclosed by the Subscriber subsequently.

The Subscriber consents to the recording of telephone calls made to and received from the Subscriber by the Administrator, its delegates, and its duly appointed agents, and any of their respective related, associated or affiliated companies for recordkeeping, security and/or training purposes.

The Subscriber acknowledges and agrees that Shares in the Fund may not be issued until such time as the Administrator has received and is satisfied with all the information and documentation requested to verify the Subscriber's identity. Where, at the sole discretion of the Administrator, Shares are issued prior to the Administrator having received all the information and documentation required to verify the Subscriber's identity, the Subscriber will be prohibited from redeeming any Shares so issued, and the Fund or the Administrator on its behalf reserves the right to refuse to make any redemption payment or distribution to the Subscriber, until such time as the Administrator has received and is satisfied with all the information and documentation requested to verify the Subscriber's identity.

The Subscriber hereby acknowledges and agrees that the Fund or the Administrator as its delegate may deliver and make reports, statements and other communications available in electronic form, such as e-mail or by posting on a website.

The Subscriber hereby acknowledges and agrees that the Administrator will process subscription, redemption and transfer requests which are received by facsimile or other electronic means. The original document should follow by courier thereafter and the Subscriber agrees to keep each of the Fund and the Administrator indemnified against any loss of any nature whatsoever arising to either of them as a result of either of them acting upon instructions received by facsimile or other electronic means. The Administrator and the Fund may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

The Subscriber hereby acknowledges and agrees that neither the Fund nor the Administrator shall be responsible for any mis-delivery or non-receipt of any facsimile or email if they have not acknowledged receipt of the facsimile, email or original document. Facsimiles or emails sent to the Fund or the Administrator shall only be effective when actually acknowledged by the Fund or the Administrator. In the event that no acknowledgement is received from the Administrator within five (5) days of submission of the request, the Subscriber agrees that it should contact the Administrator on telephone number + 353 21 483 6600 to confirm receipt by the Administrator of the request. The Subscriber agrees that the foregoing shall also apply to any subscription request made using the short form subscription application form.

This Subscription Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Subscription Agreement. A set of counterparts executed by each party hereto shall be lodged with the Asset Manager and the Administrator.

This Subscription Agreement constitutes the entire agreement and understanding between the Subscriber, the Fund, and the Asset Manager in relation to the subject matter hereof and this Subscription Agreement may not be rectified by reference to evidence of any prior oral agreement (save to the extent that there is any ambiguity or lack of clarity in this Subscription Agreement).

Dubai Shariah Asset Management (the "Asset Manager") and Citco Fund Services (Ireland) Limited (the "Administrator") will rely on the information provided by the Subscriber and all such information shall be continuing and shall survive the execution of this Subscription Agreement. Subscriber's above statements shall constitute representations and warranties of the Subscriber. Subscriber agrees to notify the Fund, the Asset Manager, and the Administrator promptly if any such statement becomes incomplete or inaccurate.

**QUESTIONNAIRE FOR ALL SUBSCRIBERS  
GENERAL ELIGIBILITY INFORMATION**

**PLEASE COMPLETE ALL APPROPRIATE ITEMS:**

1. Are you an existing Shareholder?

YES  NO

If yes, and all information provided in your original Subscription Agreement remains accurate, please complete an "Additional Subscription Request Form" (available upon request from the Administrator) instead of this Subscription Agreement.

2. If an individual, type of Subscriber (check one):

Individual  Joint Tenants (with rights of Survivorship)  Other: \_\_\_\_\_

3. If an entity, type of Subscriber (check one):

<input type="checkbox"/> Corporation	<input type="checkbox"/> Endowment
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Employee Benefit Plan
<input type="checkbox"/> Partnership	<input type="checkbox"/> Keogh Plan
<input type="checkbox"/> Trust	<input type="checkbox"/> Individual Retirement Plan
<input type="checkbox"/> Foundation	<input type="checkbox"/> Other: _____

If the Subscriber is an entity, please contact the Administrator concerning documentation to be provided to subscribe to a Fund.

4. Is the Subscriber subject to any legal constraint or is the Subscriber aware of any reason which may preclude or limit the Subscriber's participation in the Fund?

YES  NO

If "Yes", please explain \_\_\_\_\_

5. For anti-money laundering purposes, please describe with particularity the source of the funds being used for this investment (e.g. income, inheritance, savings, sale of assets) : \_\_\_\_\_

6. Is the Subscriber regulated by a governmental or quasi-governmental regulator?

YES  NO

If "Yes", please provide name and address of that regulator: \_\_\_\_\_

7. Is the Subscriber a "benefit plan investor" and/or are investing on behalf of a "benefit plan investor"? Subscribers who indicate that they are benefit plan investors or that they are investing on behalf of a benefit plan investor MUST contact the Administrator to obtain a copy of the Administrator's benefit plan questionnaire.

YES  NO

8. (i) Does the Subscriber have such knowledge and experience in investing (either alone or together with a financial adviser) to adequately evaluate the merits and risks of an investment in the Fund and (ii) has the Subscriber carefully read the Offering Memorandum and the other Offering Documents, and in particular reviewed the risk factors related to an investment in the Fund as described in the Offering Memorandum?

YES  NO

9. An upfront Sales Fee of up to 5% may be paid on your subscription value to your financial advisor or distributor. **A Sales Fee of 5% will be added to your subscription price unless otherwise specified.** Sales Fees must be in increments of 100 basis points.

I otherwise specify a Sales Fee of \_\_\_% (no more than 5%) and confirm with my signature \_\_\_\_\_

10. If the investment in the Fund proposed by the Subscriber is less than \$100,000, is the amount of the investment not in excess of 10% of the Subscriber's total net worth (determined in accordance with International Financial Reporting Standards)?

YES  NO

11. If the Subscriber is investing less than \$100,000 in the Fund, has the Subscriber discussed with a financial adviser dealing through or affiliated with a distributor of the Fund the merits and risks of investing in the Fund, and the suitability of the Fund's risk profile for the Subscriber?

YES  NO

**SIGNATURE**

Signature \_\_\_\_\_

Signature of Joint Tenant (if applicable) \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

I hereby certify that the passport and other identification materials are those of the subscriber:

Name \_\_\_\_\_ Signature \_\_\_\_\_

(Distributor Representative)

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