



MASTER COMMODITIES SALE AGREEMENT

DATE:

BETWEEN

AL RAJHI BANKING & INVESTMENT CORPORATION (MALAYSIA) BHD (719057-X), a banking corporation incorporated in Malaysia under the Companies Act 1965 with its registered address at **Ground Floor, East Block, Wisma Selangor Dredging, 142-B, Jalan Ampang, 50450 Kuala Lumpur ("Bank")** which expression shall include all of its branches of the one part,

AND

NAME HASNAN BINTI LATIFF IC P51122-08-5566
ADDRESS NO-15 ANGLERIK ALIA CONDOMINIUM, JALAN 1/5 DAMAJARA HEIGHT 40250 PJ

WHEREAS:-

- A. This Agreement provides for multiple sale transactions between the Parties hereto of identified deliverable commodities that are permissible by the Shariah other than gold, silver or currencies owned by the Bank pursuant to the Islamic principle of Al-Bai' Bitbaman Ajil.
- B. Pursuant to Recital A above, the Bank via the Letter of Offer (as defined herein) grants the Customer the Trading Limit (as defined herein) upon which each Sale Transaction with the Bank shall be subject to.
- C. The Bank at the request of the Customer agrees to offer for sale the Commodities (as herein defined) to the Customer and the Customer shall if he is so agreeable to the terms of the Bank's Offer for Sale (as defined herein) accepts the offer to purchase the Commodities at the Bank Sale Price on a deferred payment term subject to the terms and conditions herein contained in this Agreement.
- D. Further and pursuant to Recital C above, the Parties hereby agree that the delivery of the Commodities shall be at the instruction of the Customer as set out in the Delivery Instruction hereto.
- E. For avoidance of doubt, the sale arrangement contained in this Agreement is of non-committal in nature. Accordingly, notwithstanding any other provisions hereof, there is no obligation on either Party to enter into a Sale Transaction (as defined herein).

NOW IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including the Recitals), unless the context otherwise requires:

Agreement	means this Agreement and includes any variation, addition or supplemental as mutually agreed by the Parties hereto.
Available Trading Limit	in relation to the Facility means the available trading limit for the Customer following the completion of a Sale Transaction in accordance with this Agreement.
Bank	means Al Rajhi Banking & Investment Corporation (Malaysia) Bhd (719057-X), a banking corporation incorporated in Malaysia under the Companies Act 1965 with its registered address at Ground Floor, East Block, Wisma Selangor Dredging, 142-B Jalan Ampang 50450 Kuala Lumpur and includes its successors in title and permitted assigns.
Business Day	means a day other than Saturday or Sunday or public holiday on which banks are generally open for business in Kuala Lumpur.
Bank Sale Price	means the price at which the Bank sells the Commodity to the Customer as stated in the Bank's Offer for Sale.
Bank's Offer for Sale	in relation to each Sale Transaction means an offer for sale of the Commodities by the Bank to the Customer in the form set out in the Schedule 2 hereof.
Commodity or Commodities	means the commodities comprised or intended to be comprised in each Sale Transaction that are permissible by the Shariah other than gold and silver and currencies.
Customer	means the customer whose name and particular as set out in this Agreement and includes his successors in title and permitted assigns.
Customer's Acceptance	in relation to each Sale Transaction means a confirmation on the acceptance of the Bank's Offer for Sale in the form set out in the Schedule 3 hereof.
Delivery Instruction	in relation to each Sale Transaction means an instruction in the form set out in the Schedule 4 hereto issued by the Customer to the Bank for delivery of the Commodities in accordance with the Customer's instruction.
Events of Default	means the events described in Clause 10 hereof and the expression "Event of Default" means any one of them.
Facility	means the trade line facility pursuant to the Islamic principle of Al-Bai' Bitbaman Ajil of an aggregate sum as stated in the Letter of Offer.
Letter of Offer	in relation to the Facility means the letter of offer issued by the Bank and duly accepted by the Customer.
Parties	means collectively the Bank and the Customer and "Party" shall refer to one of them.
Sale Transaction	means an agreement between the Parties for the sale and purchase of the Commodities on a deferred payment term as constituted by the issuance of the Bank's Offer for Sale and Customer's Acceptance pursuant to Clause 2 hereof.
Stamp Duty	means any stamp, registration, documentation or similar duty or tax imposition.
Trading Limit	in relation to the Facility means the trading limit granted to the Customer as stated in the Letter of Offer.

1.2 Interpretation

Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of the Agreement. In this Agreement, unless the context otherwise requires, references to clauses and schedules are to be construed as references to the clauses of and schedules to this Agreement and references to this Agreement include its schedules; words importing the plural shall include the singular and vice versa; the male gender shall include the female and neuter genders, and references to a person shall be construed as including references to an individual, firm, bank, corporation, unincorporated body of persons or any state or any agency thereof. No rule of construction shall apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.

2. IMPLEMENTATION PROCEDURE

2.1 Sale Transaction

- 2.1.1 Whenever the Customer desires to buy Commodity from the Bank he shall make a written request to the Bank of his intention in the form set out in Schedule 1 hereof. Such a request shall not be binding on the Parties.
- 2.1.2 If the Bank agrees to respond to the Customer's request to sell an identified and deliverable Commodity, the Bank shall issue its offer to sell to the Customer the Commodity owned by the Bank in accordance with the Bank's Offer set out in Schedule 2 hereto.
- 2.1.3 If the Customer accepts the offer of the Bank, he shall issue his acceptance of the offer to the Bank in accordance with the Customer's Acceptance set out in Schedule 3 hereto.
- 2.1.4 Upon the issuance of the Customer's Acceptance, a Sale Transaction shall be concluded on the terms and conditions of this Agreement. The Customer shall pay the Bank Sale Price on a deferred payment term in accordance with the payment instructions contained in the Bank's Offer for Sale.
- 2.1.5 The Bank shall immediately thereafter enable the Customer to take possession of the Commodity or deliver the Commodity to the Customer or the