

## Standard Terms and Condition Applicable for Sharia Compliant Facilities (All Facilities)

### Standard Terms and Condition Applicable for Sharia Compliant Facilities (All Facilities):

The Parties agree as follows:

- (a) Each Customer hereby irrevocably authorizes the Bank to debit any of its bank accounts with all amounts owing under the Agreement or any other Finance Document including profits, Donation Amounts, fees, commissions, actual and reasonably incurred charges and expenses at such times as the same become due and payable under the Agreement and to transfer such sum to the Bank. If a Customer does not have sufficient credit balances on its accounts with the Bank to satisfy such amounts, such Customer shall remain liable and hereby agrees to make payment in full of all such sums to the Bank on demand in freely and immediately available funds.
- (b) A notice for payment of the Donation Amount issued by the Bank to the Customer, upon there being a non-payment of the Due Amount by the Customer, shall constitute an obligation on the Customer to immediately pay such Donation Amount in accordance with this clause. . If the Customer fails to make the payment of the Donation Amount then the Bank shall be entitled to deduct such Donation Amount from any account of the Customer held with the Bank without further notice.
- (c) The Donation Amount collected from the Customer shall be paid to the designated charity by the Bank (on behalf of the Customer) under the supervision of its Internal Sharia Supervision Committee ("ISSC") after deducting its actual collection expenses (attributable to the subject transaction) as per the approved policy of the ISSC.
- (d) For the purpose of this clause and subject to the provision of the notice under the sub-clause (b) above, the Customer shall be considered a procrastinator until the Customer proves otherwise.

### Murabaha OD

The Parties agree as follows:

- (a) If the Customer fails to pay any amount due and outstanding under the Murabaha Overdraft Facility (the Due Amount) despite a demand from the Bank, the Customer undertakes to donate an amount calculated at the rate set out in the Murabaha Agreement and other Finance Documents (the Donation Amount), to a charity designated by the Bank.
- (b) A notice for payment of the Donation Amount issued by the Bank to the Customer, upon there being a non-payment of the Due Amount by the Customer, shall constitute an obligation on the Customer to immediately pay such Donation Amount in accordance with this clause. If the Customer fails to make the payment of the Donation Amount then the Bank shall be entitled to deduct such Donation Amount from any account of the Customer held with the Bank without further notice.
- (c) The Donation Amount collected from the Customer shall be paid to the designated charity by the Bank (on behalf of the Customer) under the supervision of its Internal Sharia Supervision Committee ("ISSC") after deducting its actual collection expenses (attributable to the subject transaction) as per the approved policy of the ISSC.
- (d) For the purpose of this clause and subject to the provision of the notice under the sub-clause (b) above, the Customer shall be considered a procrastinator until the Customer proves otherwise.

## Term Financing

The Parties agree as follows:

- (a) If the Customer fails to pay any amount due and outstanding under the Murabaha Overdraft Facility (the Due Amount) despite a demand from the Bank, the Customer undertakes to donate an amount calculated at the rate set out in the Murabaha Agreement and other Finance Documents (the Donation Amount), to a charity designated by the Bank.
- (b) A notice for payment of the Donation Amount issued by the Bank to the Customer, upon there being a non-payment of the Due Amount by the Customer, shall constitute an obligation on the Customer to immediately pay such Donation Amount in accordance with this clause. If the Customer fails to make the payment of the Donation Amount then the Bank shall be entitled to deduct such Donation Amount from any account of the Customer held with the Bank without further notice.
- (c) The Donation Amount collected from the Customer shall be paid to the designated charity by the Bank (on behalf of the Customer) under the supervision of its Internal Sharia Supervision Committee ("ISSC") after deducting its actual collection expenses (attributable to the subject transaction) as per the approved policy of the ISSC.
- (d) For the purpose of this clause and subject to the provision of the notice under the sub-clause (b) above, the Customer shall be considered a procrastinator until the Customer proves otherwise.

## Miscellaneous

The Parties agree as follows:

- (a) If the Customer fails to pay any amount owing pursuant to a Facility when that amount is due (the Due Amount) despite a demand from the Bank, the Customer undertakes to donate an amount calculated at the rate of %2 above the profit rate set out in the Finance Documents and shall be calculated and payable for each day of delay by the Customer (the Donation Amount), to a charity designated by the Bank.
- (b) A notice for payment of the Donation Amount issued by the Bank to the Customer, upon there being a non-payment of the Due Amount by the Customer, shall constitute an obligation on the Customer to immediately pay such Donation Amount in accordance with this clause. If the Customer fails to make the payment of the Donation Amount then the Bank shall be entitled to deduct such Donation Amount from any account of the Customer held with the Bank without further notice.
- (c) The Donation Amount collected from the Customer shall be paid to the designated charity by the Bank (on behalf of the Customer) under the supervision of its Internal Sharia Supervision Committee ("ISSC") after deducting its actual collection expenses (attributable to the subject transaction) as per the approved policy of the ISSC.
- (d) For the purpose of this clause and subject to the provision of the notice under the sub-clause (b) above, the Customer shall be considered a procrastinator until the Customer proves otherwise.