

Salam Business Finance:

The Parties agree as follows:

- (a) In the event of Applicant's failure to deliver any Quantity of Commodities to the Bank on the relevant Delivery Date under this Agreement (the **Due Quantity**) despite a demand from the Bank, the Applicant shall undertake to donate an amount calculated at the rate of 24 per cent per annum (subject to a maximum of 32 per cent per annum) of the Salam Purchase Price in respect of the relevant Quantity for each day of delay beyond the relevant Delivery Date up to the date of actual payment (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 Applicant, upon there being a non-delivery of the Due Quantity by the Applicant, shall constitute an obligation on the Applicant to immediately pay such Donation Amount in accordance with this clause. . If the Applicant 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 Applicant held with the Bank without further notice.
- (c) The Donation Amount collected from the Applicant shall be paid to the designated charity by the Bank (on behalf of the Applicant) 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 Applicant shall be considered a procrastinator until the Applicant proves otherwise.