

## RAKislamic Trade (Trade Booklet):

### Master Agency Agreement

The Parties agree as follows:

- (a) In addition to the Buyer's liability under Clause 6.3, If the Buyer fails to pay any amount due and outstanding under this Agreement (the **Due Amount**) despite a demand from the Bank, the Buyer shall undertake to donate an amount on the amounts outstanding calculated at the rate of two percent (2%) above the prevailing quarterly EIBOR calculated from the due date to the date of actual payment of such amounts (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 Buyer, upon there being a non-payment of the Due Amount by the Buyer, shall constitute an obligation on the Buyer to immediately pay such Donation Amount in accordance with this clause. If the Buyer fails to make the payment of the Donation Amount then the Seller shall be entitled to deduct such Donation Amount from any account of the Buyer held with the Bank without further notice.
- (c) The Donation Amount collected from the Buyer shall be paid to the designated charity by the Seller (on behalf of the Buyer) 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 Buyer shall be considered a procrastinator until the Buyer proves otherwise.

### Schedule C - Part 4 - para 3

The Parties agree as follows:

- (a) We hereby authorize you to debit the amounts of the installments falling due in addition to the Donation Amount (if any) from all our accounts with you (Current/Saving/Investment Deposit) whether in local or foreign currency. We further authorize you to exchange foreign currency at the rate prevailing on the exchange date in a manner that fulfills the payment of such installments, irrespective whether such accounts existed at the time of the signing of this Contract or to be opened thereafter. Further, we, in case of default of payment of the Sale Price, authorize you to block the balances of such accounts and confirm that you shall have priority over other creditors with respect to collecting the outstanding Sale Price and any Donation Amount from the balances of such accounts.
- (b) A notice for payment of the Donation Amount issued by the Bank to us, upon there being a non-payment of the Due Amount by us, shall constitute an obligation on us 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.

### **Master Murabaha Agreement**

The Parties agree as follows:

- (a) Acceleration (c) take such steps before any judicial authorities in any jurisdiction to enforce its rights under the Finance Documents, including for any shortfall in the value of realized Security and the amounts due and unpaid by the Customer (inclusive of any Donation Amount, costs, fees and enforcement expenses).
  - (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.
- For the purpose of this clause and subject to the provision of the notice under the sub-clause (b) above, the
- (d) Customer shall be considered a procrastinator until the Customer proves otherwise.