

## TERMS AND CONDITIONS FOR COMMODITY MURABAHAH CURRENT/SAVINGS ACCOUNT-*i*

**IMPORTANT:** You must read these Terms and Conditions before completing the Application Form.

### STANDARD TERMS AND CONDITIONS

#### 1.1 Application and Relationship with Specific Terms and Conditions

These general terms and conditions apply to the Commodity Murabahah Current/Savings Account-*i* unless provided otherwise.

#### 1.2 Applicable Shariah Contract

The applicable Shariah contract shall be:-

- (i) Contract of *Murabahah* in commodities with deferred term (under the *tawarruq* concept). A sale and purchase transaction of an identified commodity whereby the cost and profit are made known and agreed to by all parties involved; and
- (ii) Contract of *Wakalah bil Ujrah (Agency with Fee)*. You will pay an agency fee to an agent appointed by you to act on your behalf in the Commodity Murabahah Transaction(s) (as defined herein).

#### 1.3 Procedures to Conclude Placement of Deposit

The following procedures are required to complete the placement of deposit under this Commodity Murabahah Current/Savings Account-*i*:-

- (i) The Deposit placed for the Commodity Murabahah Transaction(s) will be credited by the Bank into an idle account and the Bank undertakes not to utilise the said Deposit until the Murabahah Purchase Transaction(s) is performed;
- (ii) You will appoint an agent identified by us to perform the Commodity Murabahah Transaction(s)(as defined herein) on your behalf;
- (iii) Your agent will purchase identified commodities on your behalf from commodity suppliers; and
- (iv) Upon completion of the purchase, your agent will sell the commodities on your behalf to us and we will pay you the Murabahah Sale Price in accordance with these Terms and Conditions

## 1.4 Definitions

### **Account**

means the Commodity Murabahah Current or Savings Account-*i*, as the case may be. The Account is a deposit product based on Shariah contract of Commodity Murabahah;

For avoidance of doubt, the Account qualifies as Islamic deposit defined under IFSA 2013;

### **Accountholders**

means collectively the accountholders of the Account and references to the "Accountholder" shall include references to any one or more of them;

### **Agent**

means an agent to be appointed by you to facilitate the completion of Commodity Murabahah Transaction(s) on your behalf. The appointment of the agent is pursuant to the contract of Wakalah bil Ujah. The Agent will not perform any other task except as provided in Clause 3.1 herein.

The Agent is **AL RAJHI NOMINEE (TEMPATAN) SDN BHD (Co. No. 910910-A)**, a company incorporated in Malaysia and having its registered office at Ground Floor, East Block, Wisma Golden Eagle Realty, 142-B Jalan Ampang, 50450 Kuala Lumpur. The Agent has established a dedicated unit known as "Commodity Trading Unit" to undertake this agency function and as such the Agent expenses shall be paid from the Agency Fee;

<b>Agent Account</b>	means the collection account maintained by the Agent with the Bank for the Agency Fee to be credited into;
<b>Agency Fee</b>	means the fee payable to the Agent which is based on the contract of <i>Wakalah bil Ujah</i> . The Agency Fee will be deducted from the Murabahah Sale Price. Please refer to Appendix 1 for illustration of Agency Fee calculation. The Bank is authorised by the Customer to determine the Agency Fee from time to time;
<b>Agency Appointment Form</b>	means the form filled in by you to appoint the Agent to undertake the Commodity Murabahah Sale Transactions. The Form outlines the specific tasks the Agent has to perform on your behalf;
<b>Bank, us or we</b>	means AL RAJHI BANKING & INVESTMENT CORPORATION (MALAYSIA) BHD (Co. No. 719057-X);
<b>Bank's Rules and Regulations</b>	means our general rules and regulations governing the deposit accounts, facilities and services provided by us to our customers as prescribed or stipulated by us at any time;
<b>Business Day</b>	means any day (other than Saturday, Sunday or a public holiday) on which we are open for business in Kuala Lumpur. For all outstation branches (outside Klang Valley) which has different banking days, the definition of Business Day will follow the banking day in Kuala Lumpur;
<b>Commodity</b>	include any commodities permissible by Shariah except: <ul style="list-style-type: none"> <li>(i) gold, silver and currencies;</li> <li>(ii) assets to be constructed or under construction; and</li> <li>(iii) assets which are debt in nature</li> </ul>
<b>Commodity Murabahah Transaction(s)</b>	means collectively, the Purchase Transaction and the Murabahah Sale Transaction;
<b>Customer or You</b>	means the Accountholder;
<b>Deposit</b>	means the amount of money deposited into the Account from time to time by you;

<b>Effective Profit Rate (EPR)</b>	means the actual rate used to compute the Profit credited. Actual rate may vary from time to time, depending on changes in Overnight Policy Rate (OPR) announced by Bank Negara Malaysia (BNM);
<b>End of Day Balance (EOD Balance)</b>	means end of day credit balance in the Account. Any deposited amount after cut-off time (as identified by the Bank) will be captured as next day end of day credit balance;
<b>IFSA 2013</b>	refers to Islamic Financial Services Act 2013 and includes any rules, regulations, supplemental and amendments thereof;
<b>Maturity</b>	means 24 hours after the Commodity Murabahah transaction, or also known as daily maturity.
<b>Murabahah Sale Transaction</b>	means the sale of Commodity to the Bank, under the contract of <i>Murabahah</i> , by the Agent on your behalf on deferred payment basis at the Murabahah Sale Price;
<b>Murabahah Sale Price</b>	means, the sale price (equivalent to Purchase Price plus Profit) to be paid by the Bank to you for each of Commodity Murabahah transaction(s). Please refer to Appendix 1 for illustration of calculation of Murabahah Sale Price;  For avoidance of doubt, the Murabahah Sale Price comprises of two portions; the first portion being the principal to be paid upon maturity and the second portion being the profit to be paid in accordance with these Terms and Conditions;
<b>Profit</b>	means sum of daily profit which is calculated on daily EOD Balance based on EPR. Profit shall be payable to you monthly and the total aggregated profit payable to you shall be credited in the Account on the last day of each calendar month;
<b>Purchase Price</b>	means the purchase price of the Commodity for the Purchase Transaction (which is equivalent to the end of day balance);



**Purchase Transaction**

means the purchase transaction of the Commodity by the Agent on your behalf from the commodity trader or supplier;

**2. AUTHORISATION AND REQUEST**

You hereby authorise and request us to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes that are drawn, signed, accepted, endorsed or made on your behalf drawn upon or addressed to or made payable by us.

**3. SPECIFIC CLAUSES FOR COMMODITY MURABAHAH**

**3.1 Appointment of Agent**

- (a) To facilitate efficient execution of the Commodity Murabahah Transaction(s) for the placement of Deposit, you agree to appoint the Agent to undertake on your behalf the tasks provided herein. You are required to fill in the Agency Appointment Form. The appointment of the Agent shall continue until the Account is terminated by you or by us (as the case may be). The Agent has established a dedicated unit known as "Commodity Trading Unit" to undertake these tasks. Specific roles undertaken by the Agent as agreed by you as follows:
  - (i) to purchase the Commodity on your behalf from the commodity trader or supplier on cash basis;
  - (ii) upon completion of the purchase of the Commodity (which includes completion of transfer of ownership and possession of the Commodity represented by certificate(s) on behalf of the group of customers), to sell the Commodity to the Bank at the Murabahah Sale Price; and
  - (iii) generally, to execute all acts for the completion of the Commodity Murabahah Transaction(s) in accordance with this Terms and Conditions.
- (b) The Agent will only act on your behalf and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with you other than those specific tasks mentioned in this Clause 3 and in this Terms and Conditions.
- (c) The Agent in performing its duties to you in the Commodity Murabahah Transaction(s), shall look after your best interest and act in good faith.
- (d) You will authorise the Bank to monitor and ensure the Agent performs the tasks assigned to it efficiently, in ethical and professional manner.
- (e) You acknowledge and agree that the appointment of the Agent to perform the Commodity Murabahah Transaction(s) on your behalf is part of the product features of the Account and the purpose of appointment is solely to facilitate the smooth execution of your placement of Deposit in the Account.



### 3.2 Payment of Agency Fee

- (a) You agree to pay the Agency Fee to the Agent for the functions as provided in Clause 3.1 (a)
- (b) The Agency Fee will be credited into the Agent's account maintained with the Bank. You authorise and agree for the Bank to determine from time to time as the Bank deems necessary the percentage rate of the Agency Fee.
- (c) The Agency Fee will be used for the payment of the Agency expenses.
- (d) The Agent and/or the Bank shall not be obliged to enter into any transaction, nor follow any of your instruction, if in the opinion of the Agent and/or the Bank by entering into such transaction or following such instruction, the Agent and/or the Bank would be in contravention or violation of any law, policy, rule or regulation.

### 3.3 Commodity Murabahah Transactions

- 3.3.1 Subject to the terms and conditions herein contained, the Commodity Murabahah Transactions shall be completed in the following manner. Please refer to Appendix 2 for 'aqad' schedules:-

#### 3.3.1.1 Purchase Transaction(s)

On the placement day, the Agent will purchase the Commodity in accordance with your instructions and upon completion of such purchase transaction(s), the title, ownership, rights and interests of the Commodity shall be transferred to you. You acknowledge and agree that the Agent is authorized to choose any available Commodity in the market.

#### 3.3.1.2 Murabahah Sale Transaction(s)

3.3.1.2.1 Upon completion of purchase transaction (which includes completion of transfer of ownership and possession of the Commodity represented by certificate(s) on behalf of the group of customers) in accordance with Clause 3.3.1.1 above, the Agent will offer to sell, the Commodity to the Bank at an agreed sale price (Murabahah Sale Price) and payment term(s). The detail information of the Commodity shall be provided to the Bank.

3.3.1.2.2 If the Bank accepts the offer, it will issue its acceptance of the offer. Upon completion of the sale transaction, the title, ownership, rights and interests of the Commodity shall be transferred to the Bank. The Bank may sell the Commodity in



the market.

3.3.1.2.3 The Bank will make payment of the Murabahah Sale Price (net of Agency Fee) pursuant to the Murabahah Sale Transaction to you in accordance with the terms and conditions herein.

3.3.2 Your instructions pertaining to the Commodity Murabahah Transaction are irrevocable.

### **3.4 Bulk Purchase of Commodity**

The Commodity, being the underlying Commodity of the Commodity Murabahah Transactions will be purchased from the supplier(s) in bulk. You and each of the other customers acknowledge and agree that the ownership of the Commodity is shared among yourselves where each of you will own undivided share of the Commodity corresponding to the amount of Deposit which has been utilized to purchase the Commodity.

### **3.5 Payment in relation to the Murabahah Sale Price**

The Bank will pay you the Murabahah Sale Price and such payment will be credited into the account as instructed by you on monthly basis on the last day of each calendar month.

For avoidance of doubt, Murabahah Sale Price comprises of two portions; the first portion being the principal to be paid upon maturity and the second portion is the Profit to be paid monthly on the last day of each calendar.

### **3.6 Pre-mature Withdrawal**

As required by Bank Negara Malaysia's guidelines and directives with regards to rebate (*ibra'*) and as the Bank in its absolute discretion accepts, in the event of pre-mature withdrawal or termination of the Account prior to the maturity date in accordance with these Terms and Conditions, the Customer waives the entire or part of the Profit comprised in the Murabahah Sale Price as determined by the Bank. Such determination by the Bank, shall save for manifest error, be final, conclusive and binding on the Customer.

If Customer requests the Murabahah Sale Price be paid (entire or part) prior to the maturity date/ perform pre-mature withdrawal,

- (a) Customer hereby offers to waive his/ her unearned profit and authorise Bank to perform the necessary transaction, subject to Bank's acceptance
- (b) upon request by Customer, Bank shall notify the Customer the calculation of profit and *ibra'* accordingly.

Customer's request for a withdrawal is regarded as his/ her request to withdraw from Murabahah account and his/ her offers for *tanazul*.



#### 4. OPERATION OF ACCOUNT

- 4.1 We are authorised to act on your instructions with regard to any transaction(s) of the Account provided that your instructions are in such form and contents as required by us and are:-
- (i) delivered electronically or by such mean(s) as may be agreed from time to time between the parties;
  - (ii) delivered in writing, with or without your stamp, if authorised by authorised signatory (ies) in accordance with the mandate provided to us;
- 4.2 The Account shall be maintained and operated subject to the applicable laws and regulations and you will fully cooperate with us, when any action is required to be taken under any law or regulation.
- 4.3 The Account must comply with our prevailing policies and rules for the maintenance and operation of the account. These include rules on operating business hours, procedures for opening and closing of account, minimum sum requirement, withdrawal, currency and treatment of unclaimed account(s).
- 4.4
- (i) If the Account is a joint account, the operations of the Account will be in accordance with the mandate given by the joint accountholders.
  - (ii) If a joint accountholder dies, the surviving account holder will have full authority to operate the Account. We will incur no liability in relying on the instruction of the surviving account holder.
  - (iii) Any notice given to one joint account holder is considered to be sufficient notice to all joint account holders.
  - (iv) We may suspend the operation of a joint account:-
    - (a) if there is any dispute between any of the joint account holders and the dispute has not been resolved to our satisfaction;
    - (b) if any joint account holder attempts to withdraw or notifies us of his or her intention to withdraw from the joint account;
    - (c) if any joint account holder has been declared bankrupt or that a petition of bankruptcy has been presented to any joint account holder; or
    - (d) any other situation deemed necessary as provided under legal or regulatory requirements
- 4.5 Every Deposit may be accompanied by a deposit slip or any appropriate form issued by us. A receipt issued by us is only valid if it is machine validated or acknowledged by our authorised officer. You must ensure that this is done before leaving our premises.
- 4.6 All instrument(s) deposited are accepted for collection only except by special arrangement may not be drawn against until the proceeds have been received by us.





## 5. **CHEQUES** *(applicable to current accounts only)*

You and the Bank agree that the following terms and conditions in relation to the cheques shall be applicable:

- a) the conditions printed on the cover of the cheque book are to be strictly observed;
- b) cheques may not be drawn on the Bank except on the forms supplied and registered for such purpose. Any application for cheque books will be on your written request;
- c) the Bank shall dishonour cheques on which (in the opinion of the Bank) the signature differs from the specimen supplied by you to the Bank;
- d) all instructions to stop payment of the cheques shall be in the form of fax or telephone or other means of communication as may be imposed by the Bank from time to time and it shall be effective immediately upon receipt of such instructions by the Bank;
- e) all cheques remain the property of the Bank and upon closure of the Account, all unused cheques which were issued to you shall be returned to the Bank.

## 6. **REQUIRED DOCUMENTS AND AUTHORISED SIGNATORIES**

- 6.1 You must provide us with documents or information as we may request for the purpose of "Know Your Customer", anti-money laundering requirements and opening of Account. These include mandate, copy of utility bills, trust deed, list of specimen signatures of authorised signatories and other officials authorised by you in relation to the Account.
- 6.2 You must promptly notify us in writing of any change in the identity of any authorised signatory and provide us the specimen signatures of any additional or substitute authorised signatories. The notification shall be effective only if given by the required number of then prevailing authorised signatories and is received and confirmed by us to be in order. We may rely on the current list of authorised signatories until the change is effective.
- 6.3 Limitation on the authority of the authorised signatories will be agreed between you and us. If there is no such limitation as agreed, we may at its discretion treat the authority of a single authorised signatory as sufficient for all purposes in relation to the Account.



## 7. 'KNOW YOUR CUSTOMER'

The Customer acknowledges that from time to time the Bank is required to carry out a due diligence to identify and to find out the background of its Customer. The Customer agrees to sign such declarations, do such acts and/or provide such documents requested by the Bank for this purpose within the required time period, and that by not doing so may result in the Bank suspending, closing or limiting the usage of the account including but not limited to disallowing any transfer of funds to third parties. If the account is to be closed, the Bank reserves the right to return the monies in the Account to the source where it came from.

## 8. INACTIVE/DORMANT ACCOUNTS/UNCLAIMED MONIES

- a) Dormant Account: If no transactions are carried out on any of the Account within the period specified by the Bank, the Bank may consider that Account dormant and may impose a charge or fee on that Account and close that Account with prior notice to the Customer. In the event the credit balance in the Account is remitted to the Registrar of Unclaimed Moneys pursuant the Unclaimed Monies Act 1965, the Account will then be closed. Account(s) with no debit and/or credit transaction for 1 year or more will be deemed as Dormant Account(s).
- b) For Account(s) which has been classified as dormant pursuant to Clause (a) above, no credit and/or transaction on the Account(s) shall be allowed unless and until the Account(s) has been reactivated pursuant to Clause (c) below.
- c) To activate a dormant Account(s), the Customer must initiate an over the counter cash or cheque transaction at any branch subject to verification of the identity of the Customer.
- d) The Bank reserves the right to impose a charge(s) on Dormant Account(s) at its absolute discretion.
- e) Account(s) are subject to the Unclaimed Monies Act 1965.

## 9. CHANGE OF TERMS AND CONDITIONS

The Terms and Conditions herein are not exhaustive. The Bank reserves the right to add, modify or delete any of the these Terms and Conditions by notifying the Customer of the proposed changes via written notice, notices posted on the Bank's website, notices posted at the Bank branches, press advertisements or electronic means and such notification shall be subject to the acceptance or rejection of the Customer. An acceptance of such notification shall be implied from the Customer should the Customer remain silent for a period of twenty-one (21) calendar days from the date of such notification. Should the Customer choose to reject such notification, such rejection from the Customer shall be provided within twenty-one (21) calendar days from the date of such notification in writing and pursuant thereto, the Account will be closed. In the event the Account is closed pursuant to this clause, this



agreement shall forthwith be terminated and the Bank shall pay the remaining balance of monies in the Account to the Customer.

For the avoidance of doubt, any additions, modifications or deletions made pursuant to this clause shall, subject to the acceptance of the Customer as per the preceding paragraph, be binding on the Customer. In the event of any inconsistency, any such additions, modifications or deletions shall prevail over these Terms and Conditions

## 10. CLOSURE OF ACCOUNT

We may close or terminate the Account upon occurrence of any of the following events by giving you a reasonable notice to the effect:-

- (i) bankruptcy or liquidation of the Customer; or
- (ii) the Customer commits breach of any of the terms and conditions herein; or
- (iii) involvement or suspected involvement in money laundering activity as prohibited under the Anti-Money Laundering and Anti-Terrorism Financing Act, 2001; or
- (iv) the Customer does not or refuses to accept any variation, change and amendment to these Terms and Conditions; or
- (v) any changes to the law and/or regulatory requirements from time to time which may directly or indirectly affect the Account or market conditions which result in the Bank being no longer viable to continue offering this Account; or
- (vi) such other events which in the opinion of the Bank that shall make it improbable for the Customer or the Bank to be able to observe and perform its respective obligations under these Terms and Conditions.

## 11. DISCLOSURE

You hereby irrevocably agree that information of the Account, the conduct thereof and related information thereto, and information on any prospective accounts, facilities and services which you may open with or obtain from us from time to time, may be:

- (a) disclosed to any person we consider necessary for purposes related to the provision of the Account or facilities, or the operating procedures of the Bank (which shall include any accounting, client relationship or risk management functions), including and without limiting to any member of Al Rajhi Bank's group of companies, service providers, strategic business partners or any other third party;
- (b) where relevant, disclosed or shared with any bureaus or agencies established or to be established by Bank Negara Malaysia (including Central Credit Reference Information system or "CCRIS") or by other regulatory authorities, central depository or depository agent in relation to the securities industry;



- (c) disclosed to any potential assignee, guarantors and/or security providers (prospective or otherwise) and any person the Bank believes in good faith to be tendering payment for monies on your behalf; and
- (d) disclosed to such other person or persons as may be required by law.

In respect of the Customer's personal data (as defined under the Personal Data Protection Act 2010), the Bank may disclose such information to such third parties as provided in the Bank's Personal Data Protection Notice as served to the Customer and/or as consented by the Customer and/or as allowed by any law.

## 12. GENERAL TAX

Without in any way affecting any of the provisions in these Terms and Conditions, the Customer acknowledge and agree that if any kind of service tax or any tax, charge or levy of a similar nature is required by any law to be paid in respect of any financing, banking services or provision of account provided by the Bank under or in relation to, these Terms and Conditions, such tax, charge or levy shall be included in the Indebtedness and shall be paid by the Customer.

In the event the Customer fails to pay to the Bank the abovementioned tax, the Bank is hereby authorised at any time to debit from any of the Customer's account maintained with the Bank towards payment of the said tax subject to written notification to the Customer.

## 13. ANTI MONEY LAUNDERING, ANTI TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT, 2001 ("AMLA")

13.1 The Customer represents and warrants that:

- (i) unless and until the Customer notifies the Bank to the contrary in writing:
  - (a) the Customer is the Account holder;
  - (b) no person other than the Customer has or will have any interest in the Account or any credit balance therein; and
  - (c) all monies which will be credited into or debited from the Account shall come from a lawful source of activity and not unlawful activities, as defined under the AMLA.
- (ii) on notification that the Customer is an intermediary for other persons:
  - (a) the Bank may require, and the Customer agrees and undertakes to provide verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of



verifying the information provided by the Customer, which copies may thereafter be retained by the Bank;

- (b) the Customer further declares and certifies that the necessary “know-your-client” checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Customer that the monies, funds or collateral are from a lawful source of activity and not unlawful activity as defined under the AMLA; and
- (c) it is further hereby clearly agreed and understood that the provision of details of the Customer’s beneficiary shall not make the Customer’s beneficiary a client of the Bank and the Bank shall be entitled to hold the Customer as the principal.

13.2 In addition to Clause 13.1(i) above, the Customer hereby agrees and undertakes irrevocably and unconditionally that:

- (i) the Customer shall disclose and furnish to the Bank any information required or deemed necessary and to the satisfaction of the Bank in a timely manner within the period specified by the Bank, whether or not for purposes of complying with laws, rules, regulations, directives and guidelines of BNM and or given, made or established by the Bank;
- (ii) pending receipt of information by the Bank from the Customer and until received and verified thereof to the satisfaction of the Bank and or the relevant authorities, the Bank shall neither be obliged to proceed with any transactions nor accept any monies into the Account or facilitate any transfer of monies from the Account, (“**Assets**”). In relation to Assets already in the possession of the Bank, the Bank shall be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to the Customer shall be returned to the Customer after the Bank receives satisfactory clearance from the relevant authorities;
- (iii) the Customer will not use the Account or any credit balance therein for money laundering or violate any laws relating to money laundering as defined under the AMLA; and

in no event shall the Bank be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the exercise of their duties under the laws for the time being in force, in particular but not limited to its statutory duties under the AMLA.



#### 14. STATEMENT OF ACCOUNT

- 14.1 We will be sending monthly statement to your registered email address via e-statement services. The statement will be in PDF format and to be self-printed by you.
- 14.2 The e-statement is also available for view or print via Internet Banking (<https://www.alrajhi24seven.com.my>). e-Statement via Internet Banking applies to individual accounts only.
- 14.2 Printed Statement of Account will only be issued at branches via the counter or send to you via post upon written request subject to charges as provided in Clause 15.2. Take note that we will not send the printed Statement of Account via post for dormant account or inactive account for a certain period as determined by us or if the postage is unclaimed or returned for any reason whatsoever.

#### 15. MISCELLANEOUS

- 15.1 These Terms and Conditions, Account Opening Form, Withdrawal Form, Agency Appointment Form, other forms, records and documents related to this Account and such other specific conditions which may be applicable to the Account shall form part of the Terms and Conditions governing the operations of this Account. These documents shall be deemed as final, conclusive and binding on you.

- 15.2 We will inform you the relevant charges for banking services provided under this Account. You can also find out about these charges by contacting us or viewing our website at [www.alrajhibank.com.my](http://www.alrajhibank.com.my)

We may change the charges from time to time by giving you a 21 days' notice in advance. If you do not agree with the changes, you may at any time within 21 days from the date of the notice of change, close the Account. We will deem that you have agreed with the changes if you do not revert or close the Account within 21 days from the date of the notice.

- 15.3 Where the maintenance of an account has become illegal or impractical, we will be entitled to close the Account and pay the profit (if any) for the credit balance and refund the balance remaining in that Account to you. You hereby agree to waive the right for the refund of any service charges or fees incurred (if any) in relation to the Account. In the event that the Account is closed pursuant to this clause, the Account shall forthwith be terminated.
- 15.4 We may transfer and/or assign any of its rights and/or obligations under any account and related document to any party.
- 15.5 We are not liable for any fraudulent act of any party, unless we are aware of and is a party to such act.



- 15.6 We shall not be liable for consequential loss direct or indirect unless such consequential loss is directly caused by the Bank's gross negligence or willful misconduct.
- 15.7 You represent and warrant to the Bank that for so long as any account is in existence, (a) it has the power and authority to open, operate and maintain the Account; (b) its opening, operating and maintaining the Account does not infringe any law or regulation nor any document or agreement binding on it; (c) its obligations under any account and any related agreements thereto constitute its legal, valid, binding and enforceable obligations;
- 15.8 All information furnished by you herein do not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading;
- 15.9 Provided that the Bank issues to you a seven (7) days prior written notice, you authorise the Bank to combine, consolidate or merge all or any of your accounts with us and may apply, set off or transfer any sum outstanding to the credit of any such accounts in or towards satisfaction of any sum then due from you to the Bank and unpaid and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the rate of exchange then prevailing. The Bank shall not be obliged to exercise any of its rights under this clause herein which shall be without prejudice and in addition to any right of set off, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise). In exercising the Bank's rights and/or obligations above or as required by the law, the Customer hereby agrees to bear all the necessary costs and expense (including costs and expense on solicitors-and-client basis) incurred by the Bank and hereby authorises the Bank to deduct from the credit balance in the Account towards payment of such costs and expense and in the event of no or insufficient balance, to pay the Bank and reimburse the Bank (if the Bank so opt to disburse), on the Bank's first demand.
- 15.10 For all intents and purposes, these Terms and Conditions is intended to be a Shariah compliant document in accordance with the relevant Shariah contract and shall be construed in accordance with the Shariah principles.

Each Party has independently made its own assessment as to the Shariah compliance of these Terms and Conditions. The Parties confirm that they do not have any objection as to the Shariah compliance of these Terms and Conditions and they irrevocably and unconditionally agree that they will not raise any claim, objection as to matters of Shariah non-compliance in respect of or otherwise in relation to any of the provisions of these Terms and Conditions.

So far as it does not contradict the above, these Terms and Conditions shall be governed by the Malaysian law and the Parties will submit to the non-exclusive jurisdiction of courts of Malaysia.

- 15.11 It is hereby declared that nothing in these Terms and Conditions shall oblige the Bank or the Customer, respectively, to pay or to receive interest (by whatever means or name called) on any amount due or payable to another party or to do anything contrary to Shariah



principles.

- 15.12 All profit payments by the Bank to the Customer herein shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law.
- 15.13 It is hereby agreed that the computation and payment of *Zakah* is your responsibility.
- 15.14 This Account is protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.
- 15.15 In the event of the Bank crediting the account of the Customer by error, the Bank will be entitled at any stage to reverse the said entry and/or to claim the said amount from the customer.
- 15.16 Customer hereby agrees that the Bank reserves the right to debit the Account(s) without notice in the event the Bank needs to recover funds under any one the following scenarios:-
- (i) Payment by Mistake caused by the sender;
  - (ii) Erroneous payments made by the Originating Financial Institution due to technical or operational errors that are no fault of the sender;
  - (iii) Erroneous payments by the System Operator which may be due to technical or operational errors;
  - (iv) Unauthorised or fraudulent payment instructions that were not initiated by the sender;  
or
  - (v) Payment instructions which have been induced by dishonest or fraudulent means for the benefit of a party other than the party intended by the sender.

Should there be insufficient funds in the Account(s) to pay all such sums, the full amount of such deficiency shall be immediately due and payable by you.





## Appendix 1

### Calculation of Murabahah Sale Price and Agency Fee

#### Formula:

Purchase Price = Total End of Day Balance in CM CASA-i Account

Murabahah Sale Price = Purchase Price + Profit

Profit = Purchase Price x Profit Rate x (1 / No. of Days in Year)

Agency Fee = Purchase Price x 0.01% x (1 / No. of Days in Year)

#### Illustration:

<b>Scenario 1:</b>	<b>Scenario 2:</b>																				
End of Day Balance = RM50,000.00	End of Day Balance = RM20,000.00																				
Profit Rate =	Profit Rate =																				
<table border="1"> <thead> <tr> <th>Balance Band</th> <th>Profit Rate</th> </tr> </thead> <tbody> <tr> <td>Up to RM20,000</td> <td>0.35%</td> </tr> <tr> <td>Above RM20,000-RM50,000</td> <td>0.45%</td> </tr> <tr> <td>Above RM50,000-RM200,000</td> <td>0.55%</td> </tr> <tr> <td>Above RM200,000</td> <td>0.65%</td> </tr> </tbody> </table>	Balance Band	Profit Rate	Up to RM20,000	0.35%	Above RM20,000-RM50,000	0.45%	Above RM50,000-RM200,000	0.55%	Above RM200,000	0.65%	<table border="1"> <thead> <tr> <th>Balance Band</th> <th>Profit Rate</th> </tr> </thead> <tbody> <tr> <td>Up to RM20,000</td> <td>0.35%</td> </tr> <tr> <td>Above RM20,000-RM50,000</td> <td>0.45%</td> </tr> <tr> <td>Above RM50,000-RM200,000</td> <td>0.55%</td> </tr> <tr> <td>Above RM200,000</td> <td>0.65%</td> </tr> </tbody> </table>	Balance Band	Profit Rate	Up to RM20,000	0.35%	Above RM20,000-RM50,000	0.45%	Above RM50,000-RM200,000	0.55%	Above RM200,000	0.65%
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Note: for actual Profit Rate, please refer to the Board Rate * Profit Rate inclusive Agency Fee	Note: for actual Profit Rate, please refer to the Board Rate * Profit Rate inclusive Agency Fee																				
Number of Days in Year = 365 days Agency Fee Rate = 0.01%	Number of Days in Year = 365 days Agency Fee Rate = 0.01%																				
Profit = RM 50,000 x 0.45% x (1/365) = RM 0.62	Profit = RM 20,000 x 0.35% x (1/365) = RM 0.19																				
Murabahah Sale Price = RM 50,000 + RM 0.62 = RM 50,000.62	Murabahah Sale Price = RM 20,000 + RM 0.19 = RM 20,000.19																				
* Agency Fee = RM 50,000 x 0.01% x (1/365) = RM 0.01	* Agency Fee = RM 20,000 x 0.01% x (1/365) = RM 0.01																				
Amount payable to the Customer shall be net of the Agency Fee = RM 50,000.62 – RM 0.01 = RM 50,000.61	Amount payable to the Customer shall be net of the Agency Fee = RM 20,000.19 – RM0.01 = RM 20,000.18																				



## Appendix 2 Sale Offer and Acceptance

From: **Al Rajhi Nominee (Tempatan) Sdn Bhd**  
(acting as Agent of Customer)

Date:

To: **Al Rajhi Bank**

**CM CASA ACCOUNT-*i***  
**BULK COMMODITY BATCH NO:**

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We, on behalf of the CM CASA-*i* Account Holders (as listed overleaf) hereby sell to you the following commodities:

### **Sale Terms**

Certificate No. :

Commodity : For detail description of the Commodity, refer to the Certificate

Murabahah Sale Price (Purchase Price + Profit): refer to the list

Note:

- 1- Each account in the list appended to the Sale Offer certificate shall represent an individual commodity transaction independent of other accounts.
- 2- Terms of payment and profit calculation method are subject to the individually agreed terms and conditions.

### **Agent**

**Name and Signature of Authorized Signatory:**

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### **Acceptance**

We accept your offer as per the terms provided above.

**Al Rajhi Bank**

**Name and Signature of Authorized Signatory:**

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