

BANK GUARANTEE-*i* (KAFALAH) APPLICATION FORM

PLEASE MARK (/) IN THE BOXES WHERE APPLICABLE.

DATE OF APPLICATION:

REQUEST TYPE: ☐ New Issuance ☐ Renewal ☐ Extension ☐ Amendment of BG No.:

A. CUSTOMER DETAILS

Applicant/Customer Name: <input type="text"/> Company Name and Registration No.: <input type="text"/> <input type="text"/> Address: <input type="text"/> <input type="text"/> Email: <input type="text"/> Fax: <input type="text"/> Contact Person: <input type="text"/> Contact No.: <input type="text"/>	Beneficiary Name: <input type="text"/> Company Name and Registration No.: <input type="text"/> <input type="text"/> Address: <input type="text"/> <input type="text"/> Email: <input type="text"/> Fax: <input type="text"/> Contact Person: <input type="text"/> Contact No.: <input type="text"/>
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B. THIS SECTION IS APPLICABLE TO BANK GUARANTEE-*i* ONLY

1. Purpose of Bank Guarantee-<i>i</i> Issued: <input type="checkbox"/> Performance Bond <input type="checkbox"/> Bid/Tender Bond <input type="checkbox"/> Utility <input type="checkbox"/> Advance Payment Bond <input type="checkbox"/> Security Deposit Bond <input type="checkbox"/> Warranty <input type="checkbox"/> Retention Money <input type="checkbox"/> Payment/Financial Guarantee <input type="checkbox"/> Others: <input type="text"/>	2. Amount of Bank Guarantee-<i>i</i> Applied: Currency: <input type="text"/> Amount: <input type="text"/>
3. Format of Bank Guarantee-<i>i</i>: <input type="checkbox"/> Use Al Rajhi Banking and Investment Corporation (Malaysia) Bhd Standard BG Format <input type="checkbox"/> Use attached format (Subject to Bank Approval) <input type="checkbox"/> Supporting Document(s) (if applicable): <input type="text"/>	
4. Period of Bank Guarantee-<i>i</i>: Issue Date: <input type="text"/> Effective Date: <input type="text"/> Expiry Date: <input type="text"/> Claim Period days from expiry date: <input type="text"/>	
5. Bank's Charges: <input type="checkbox"/> Debit Account Please debit my/our Account No.: <input type="text"/> with you for all your Bank's charges, commission, fee and cash margin etc in connection with the issuance. Such charges shall include those for account of beneficiary which could not be recovered by Al Rajhi Banking and Investment Corporation (Malaysia) Berhad. <input type="checkbox"/> All banking charges outside and/or within Malaysia including advising charges (if any) are for account of: <input type="checkbox"/> Applicant/Customer <input type="checkbox"/> Beneficiary	
6. Handling over of the original Bank Guarantee-<i>i</i> to: <input type="checkbox"/> SWIFT Bank's Name: <input type="text"/> Bank's Address: <input type="text"/> <input type="text"/> <input type="text"/> SWIFT: <input type="text"/> <input type="checkbox"/> Courier to Applicant <input type="text"/> (Name and Address) under advice to us.	

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<input type="checkbox"/> Self-Collection Names of Collector : <input style="width: 100%;" type="text"/> NRIC No : <input style="width: 100%;" type="text"/>	<input type="checkbox"/> Re-issued by local bank in the country of Beneficiary Bank's Name : <input style="width: 100%;" type="text"/> <input type="checkbox"/> Al Rajhi Banking and Investment Corporation (Malaysia) Bhd Correspondent Bank
7. Additional Instructions (BG Purpose): <div style="border: 1px solid black; height: 50px; margin-top: 5px;"></div>	

DECLARATION AND AGREEMENT

1. Subject to prior approval from the Bank, in the event that the Effective Date is backdated, we hereby confirm that there are no liabilities outstanding during the back dated period and that the authorized signatory/(ies) for this Application were present and available during the backdated period. I/We hereby agree and undertake to indemnify the Bank for all consequences and liabilities arising from the back dating and certify that we have not defaulted during the back-dated period.
2. I/We acknowledge the terms and conditions applicable to the product(s) I/we have applied for, copies of which are available at the Bank's website or upon request and have been communicated and explained to me/us and I/we agree to be bound by them.
3. I/We declare that the Bank's Personal Data Protection Notice, copies of which are available at the Bank's website or upon request have been communicated and explained to me/us and I/we agree to be bound by them.
4. I/We further confirm that all personal data that I/we have provided are all true, up-to-date and accurate. Should there be any changes to any of my/our personal data, I/we shall notify Al Rajhi Banking & Investment Corporation (Malaysia) Bhd immediately, which form available at the Bank's website or upon request;
5. I/We undertake and confirm that I am/we are in full compliance of the Strategic Trade Act 2010 ("STA") and am/are not involved/engaged in any activity(ies) prohibited by the STA, such activity(ies) to be known as "STA related activities". I/We understand that the Bank may use all information gathered for verification purposes to ensure compliance with the STA. In the event that I/we subsequently become involved in the STA related activities, I/we undertake to immediately notify the Bank in writing of such involvement/engagement. I/We acknowledge and agree that the Bank shall take such action as is deemed necessary, including notifying the regulators of the STA (which includes but is not limited to the Ministry of International Trade and Industry) of my/our involvement/engagement in the STA related activities. I/We accept that the Bank may at its discretion decline our application, without any further reference to us. I/We agree and acknowledge that the Bank is absolved of all and any liabilities to me/us in this regard.
6. I/We shall comply with the Foreign Exchange Administrative ("FEA") Rules relating to dealings in currency, financing & guarantee, payment, security & financial instrument, and export of goods at all times.

SIGNING AUTHORITY & ACCEPTANCE OF TERMS AND CONDITIONS

The Terms and Conditions hereinafter appearing shall regulate and govern the relationship between Al Rajhi Banking and Investment Corporation (Malaysia) Bhd [Registration No. 200501036909 (.719057-X)] (hereinafter referred to as "the Bank or you or your") and ourselves as the Applicant named *above / in the attached document.

The Applicant/Customer hereby appoints the Bank acts as a guarantor where the Bank will guarantee the Applicant/Customer project or performance that in accordance with *Shariah* principle of *Kafalah* for the purpose of issuing Bank Guarantee-*i* upon and subject to the Terms and Conditions herein contained.

IN CONSIDERATION of you agreeing at our request to issue / renew / extend or to request your correspondent bank or your overseas branch to issue / renew / extend a Bank Guarantee-*i* ("the Guarantee") which expression shall include any fresh/renewed/extended/ certified true copies of the Guarantee given by you in replacement thereof and or any amendments/supplements thereto in favour of BG Beneficiary which shall include its successors and assigns for the Guaranteed Sum,:-

1. We, the Applicant, inclusive of our successors in title and assigns HEREBY AGREE AND UNDERTAKE to indemnify and keep indemnified, you, your successors in title and assigns, from any loss, costs expenses, damages, claims, actions and/or proceedings of any kind whatsoever, including but not limited to any legal costs (on a Solicitor client basis) and /or expenses incurred by you for whatsoever reason, in consequence of and/or arising from the issuance/renewal/extension of the Guarantee by you and/or from any payment made by the Bank under the Guarantee, actually incurred or suffered by you in connection with or in any manner arising out of the Guarantee issued/renewed/extended by you and we agree that our liability aforesaid shall be continuing liability and shall remain in full force and effect until the expiry of the claim period or the Guarantee given by you is released by the Beneficiary and returned to you, and your liability under the Guarantee has been fully discharged. Where there is more than one applicant, the liability of all co-applicants in this Application shall be joint and several. A party utilizing the credit facility of another party for issuance/renewal of the Guarantee is deemed a co-applicant.
2. In the event that you are required to issue in favour of your correspondent bank or your overseas branch a counter guarantee in consideration of their issuance of the Guarantee in favour of the Beneficiary, the obligation to indemnify you as set out herein shall extend to all liabilities, claims and demands, actions and proceedings, losses and expenses including legal costs on a solicitor client basis and any other liabilities of whatsoever nature, amount and description which may be made, taken or suffered by you in relation of such counter guarantee.
3. For avoidance of doubt, we agree that any counter guarantee given by you to your correspondent bank/your overseas branch shall in all respects be considered valid and enforceable. We confirm that we shall not challenge any payment made by you under or in connection with the counter guarantee given by you.
4. WE AGREE that you may make payment under the Guarantee of any sum or sums of money, plus any withholding taxes or levies, without requiring or obtaining any evidence or proof that the amount claimed or requested by the Beneficiary or the amount paid is due and payable to the Beneficiary and without any notice or reference to or further authority from us and that we would not dispute the validity of any such claim, request or payment.



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5. In the event, the Guarantee to be issued by you is subject to and is to be governed by the laws of a jurisdiction other than laws of Malaysia and should the demand subsequently be made by the Beneficiary under the Guarantee, we agree and authorise you at your own discretion obtain a legal opinion on the validity and enforceability of the Guarantee, prior to you, making payment in accordance with the Beneficiary's demand. We further agree that we shall bear entire cost of obtaining such an opinion and that we shall indemnify you for any actual loss or expense whatsoever suffered by you due to any delay in the payment of the Guaranteed sum to the Beneficiary caused by you having to obtain such an opinion. For the avoidance of doubt, you are not obliged to obtain such an opinion and in the event of payment under the Guarantee without such an opinion having been obtained, our agreement to indemnify you, in accordance with terms herein shall nevertheless apply with full force and effect.
6. We agree that your obligations stipulated under clause (5) above, shall not be affected in any way by: (i) the illegality, invalidity, or unenforceability of or any defect in any provision of any document relating to the Guarantee, whether on the grounds of non-authorization, or for any other reason whatsoever; (ii) any amendment or other modification to the Guarantee; or (iii) the liquidation, bankruptcy or other incapacity imposed on us, or any change in the constitution, amalgamation or reconstruction which affect us or the extinction of any or all of our indebtedness for any reason whatsoever.
7. Any demand, notification or certificate given by you specifying the monies due and payable under or in connection with any of the provisions of this Agreement shall, in the absence of manifest error, be conclusive and binding on us. Without prejudice to the foregoing, we shall pay on demand to you such sums of monies as you have specified to be due and payable notwithstanding that such sums may not have been properly due under the Guarantee for any reason or that the Guarantee is void, invalid, illegal or otherwise not enforceable against you.
8. Without prejudice to the generality of our aforesaid indemnity, we hereby authorise you at your discretion and without reference to us to:
 - (a) in the event that you are required to make payment under the Guarantee in a currency other than the Ringgit Malaysia (the "foreign currency"), to purchase the foreign currency at such rate of exchange (prevailing exchange rate at the particular time of exchange) on our behalf and charge the Ringgit Malaysia equivalent to our account;
 - (b) set off any money in your hand belonging to us or debit against any account which we now or may hereafter have with you to effect payment of any amount of our liabilities under this Indemnity and to recover any or all of the monies which we owe to the Bank under this Indemnity
 - (c) debit or earmark at any time and without reference to us any or all of our accounts with you by way of payment in advance of all costs, expenses and liabilities which you may incur in relation to or in respect of the Guarantee / Counter Guarantee including but not limited to the amount of any and all sums which you may make to the Beneficiary of the Guarantee as well as the amount of all charges, commission and profit accrued in relation to or in respect of the issuance / renewal /extension of the Guarantee. The aforesaid advance payment is an absolute and unconditional payment and you shall not be obliged, under any circumstances whatsoever, to refund the same to us. You shall be at liberty to utilize or otherwise deal with the advance payment in any manner as you deem fit and we confirm that we have no further title, interests, rights or benefits to the moneys comprising the advance payment. If the Guarantee / Counter Guarantee expires in accordance with the terms therein without you having made any payment thereunder to the Beneficiary of the Guarantee or to your correspondent bank or your overseas branch (in the case of Counter Guarantee), you will pay to us a sum equivalent to such proportion of the advance payment relating to such part of the amount of the Guarantee / Counter Guarantee which is unpaid, less all your applicable charges, commission and fees. The abovementioned advance payment shall not discharge or otherwise affect any other claims for reimbursement, payment, profit, expenses and/or costs that you have or will have against us in respect of any instrument which you have issued or will issue at our request, or in respect of any credit or banking facilities or other accommodation which you have granted or will grant to us.
9. All moneys payable hereunder by us to you shall be paid to you in full and free of any present or future taxes, levies, duties, charges, fees or withholdings and without set-off or counter claim or any restriction, condition or deduction whatsoever but shall include any profit payable to you at your prevailing lending rate from the date such payments are due to the date of actual payment.
10. Unless otherwise agreed in writing, we undertake to deposit with or pay to you on demand, either before or after issuance of the Guarantee such sum or sums of money as you may from time to time require in your sole discretion for the purpose of security, additional security (where security has been given) or for any other for which you may think it advisable or necessary. We undertake, at your request, to effect in your favour such security as you may require and to execute, complete and deliver to you such documentation as you may require.
11. If under any applicable law or regulation, or if judgment or order is given or made for the payment of any amount due under the Guarantee in a currency other than Ringgit Malaysia or such other currency specified by you, we will indemnify you against any losses incurred or suffered by you as a result of any variation having occurred in the rates of exchange between the date at which such amount is converted into such currency for the purposes of such payment, judgment or order and the date of actual payment. For the purpose of this clause, "rate of exchange" means the rate at which you are able on or about the date of such payment to purchase, in accordance with your normal practice, the currency of obligation with the currency of payment.
12. The terms and conditions herein are not intended to diminish or reduce your rights and interests under the applicable law and shall not prejudice our obligations to you as provided herein.
13. Where the format of the Guarantee is given by us to you, you are under no responsibility or liability to us to ensure the accuracy, legality or completeness of the format/text and any translation thereof. Where the aforesaid translation is supplied or given by us to you(whether translated by us or otherwise), we confirm that we shall bear the risk of such translation and shall at all times keep you fully and completely indemnified from and against all liability, claims and demands, actions and proceeds, losses and expenses including but not limited to all legal costs on solicitor and client basis which may be incurred by you and all bank charges, costs, disbursements, expenses arising out of such translations.
14. You may at any time without our consent but with prior notice to us or any other person assign or transfer all or any part of your rights and/or obligations under this Agreement to any person you deem fit. We may not assign or transfer any or all of our rights and/or obligations under this Agreement without your prior written consent.
15. For the avoidance of doubt, we confirm that if you agree to accede to our request to renew/extend the Guarantee and/or to amend / supplement the Guarantee, all the terms and conditions which govern the initial application for issuance of the Guarantee shall continue to apply in respect of the renewed / extended / amended / supplemented Guarantee. We also acknowledge that you have the sole discretion whether or not to renew, extend, amend or supplement the Guarantee and that if you do renew, extend, amend or supplement the Guarantee, you may impose any additional terms and charges you deem fit and we agree to abide by such additional terms and to pay for such additional charges that you may impose. We further agree that in the event that we request for amendments or modifications to the terms of the renewed Guarantee, it is our duty to procure the written consent of the Beneficiary to such amendments, modifications or supplements and to furnish you with satisfactory proof of the same.
16. For all intents and purposes, the BG shall be exclusively applied towards the purpose stated in this Application Form and shall at all times be used for Shariah compliant purposes and this 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 this Terms and Conditions.

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The Parties confirm that they do not have any objection as to the Shariah compliance of this 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 this Terms and Conditions. So far as it does not contradict the above, this Terms and Conditions shall be governed by the Malaysian law and the Parties will submit to the non-exclusive jurisdiction of the courts of Malaysia.

17. As the payment of interest is forbidden by the principles of Shariah, accordingly, to the extent that Malaysian law would impose whether by contract or by statute any obligation to pay interest, the Parties hereby irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from each other.
18. The expression "we" or "our" includes any company or association or individual person or body of persons, corporate or unincorporated. All references to "we", "our" and "us" shall be deemed to include "I", "my" and "me". All references to the Guarantee shall include renewed or extended Guarantee and all amendments and supplements thereto. The expression "the Bank" includes the Bank, its related corporations including branches and where applicable in its context to its correspondent banks. In addition, "Parties" means collectively the Bank and the Applicant and "Party" shall refer to either of them.

We confirm we have read and agree to the above terms.

Authorized Signature/s & Company Stamp With Registration Number (for company)		For Bank Use Only
<div></div>	<div></div>	<div></div>
Signature	Company Chop	Signature Verified By