

SCHEDULE 3
Utilisation Request

[to be issued by the Customer]

Date:

To: **Al Rajhi Banking & Investment Corporation (Malaysia) Bhd**

Dear Sirs,

RE:

We refer to the Facility(ies) constituted by the Facilities Agreement dated _____ (“the Facilities Agreement”) made between your good selves as the Bank and ourselves as the Customer. Terms defined in the Facilities Agreement shall have the same meanings herein.

We hereby:

- (a) give you notice of our request to make a drawdown of the Facility(ies) for a sum of RM _____ only on _____ and hereby authorise you to release the said sum in accordance with the terms of the Facilities Agreement;
- (b) confirm that:
 - (i) the conditions contained in clause 2.3.1 of the Facilities Agreement are satisfied as at the date hereof and we know of no reason why it should not be satisfied as at the date referred to in (a) above;
 - (ii) the representations and warranties contained in clause 9.1 of the Facilities Agreement if repeated at the date of this Request with reference to the facts and circumstances subsisting at the date of this Request would be true and accurate in all respects; and
 - (iii) no event of default mentioned in clause 11.1 of the Facilities Agreement has occurred which constitute, with the lapse of time and or the giving of notice and/or a relevant determination would constitute a default.
- (c) give you notice to disburse the Facility(ies) pursuant to this Utilisation Request as follows:-
 - Amount : _____
 - Value Date : _____
 - Tenor : _____

To be credited / pay to

Beneficiary Name :
Account No. :
Banker :
Address :

Please debit to our Current Account No : _____ for the charges incurred and the differential amount (if any). We enclose copy of Sale/Delivery Order/Invoice for your action.

- (d) irrevocably authorize you to utilize the Sale Proceeds as payment for the related products and we hereby authorize you to debit our Account No: maintained with Al Rajhi Bank where all the Sale Proceeds are credited and to make payment directly to the supplier(s) in accordance with the invoices received.
- (e) indemnify you, and to hold you harmless from and against any and all damages, liens, judgments, penalties, liabilities and expenses (including all fees and charges of internal or external counsel with whom you consult and all expenses of litigation and preparation therefor) which you actually incur and/or which is asserted against the Bank by any person, state, country, entity or governmental authority, international governmental organization or other relevant authority (collectively referred to as "Sanction Authorities") arising from or incurred in connection with any violation of sanctions or laws of any Sanction Authorities, and authorise you to debit our account(s) with you towards payment of the same. This indemnity shall survive payment any amounts made hereunder.

Yours faithfully,
For and on behalf of

SALE AGENCY

Date:

Time:

From:

To: **Al Rajhi Banking & Investment Corporation (Malaysia) Bhd**

RE: APPOINTMENT AS AGENT

We refer to the Sale Transaction dated _____ which was concluded on _____ and we hereby appoint you to be our agent to sell the Commodities on our behalf to any third party provided that the third party is not yourself or the original supplier. The sale of the Commodities must be in cash with an amount of not less than _____ (RM _____).

We authorize you to collect the proceeds of sale of the Commodities and credit the sale proceeds into our account no _____ / any of our account(s) with Al Rajhi Bank / to the third 3rd party account, details of which are as follow:-

Account holder :

Account No. :

Account Bank :

Your appointment as our agent shall automatically terminate upon the completion of the above mentioned Sale Transaction.

Thank you.

Signed for and on behalf of

Name :

Designation :