

IMPORTANT: Customer is required to read these Terms and Conditions before completing the Application Form.

1. STANDARD TERMS AND CONDITIONS

1.1 Application of Terms and Conditions for Gold-i

This general Terms and Conditions applies to the Customer who wishes to purchase and sell physical Gold with purity levels of 99.99% and/or 999.9%, in Ringgit Malaysia with Al Rajhi Banking & Investment Corporation (Malaysia) Bhd ("Bank").

1.2 Definitions

Account Opening Requirement	Customer's Current Account or Savings Account opened and maintained with the Bank (to facilitate the payment for the Gold via direct debit or to credit the sale proceeds of the Gold), as the case may be;
Business Day	The buying and selling of Gold shall only be conducted during trading hours on business days that banks and financial institutions licensed under the Islamic Financial Services Act 2013 are open for business as determined by the Bank from time to time;
Bank's Selling Price	The prevailing Gold price quoted by the Bank in Ringgit Malaysia that Gold is sold to the Customer;
Bank's Buying Price	The prevailing Gold price quoted by the Bank in Ringgit Malaysia that Gold is bought from the Customer;
Customer	means the Bank's Customer(s) who maintains an Account(s) with the Bank and shall include individuals, companies, partnerships, sole-proprietorship, clubs, societies and associations and where applicable, personal representatives and successors-in-title unless specified otherwise in these Terms and Conditions from time to time and has purchased Gold from the Bank;
Eligibility	<ul style="list-style-type: none"> Individual and/or joint account holders (resident and non- resident) aged 18 years and above Non individual account holders.
Gold	Physical Gold in the form of a bar, wafer, medallion, collectible items, coins and/or in other forms deemed fit that the Bank may offer from time to time;
Minimum Initial Purchase	10 grams;
Subsequent Purchase or Sale	A minimum of 5 grams and in multiples of 5 grams;
Gold Purchase	Gold purchases shall be based on the Bank's Selling Price and payment shall be via direct debit from the Customer's account.
Gold Sale	Gold may be sold to the Bank at the Bank's Buying Price on the condition that it is in good condition (e.g. not dented, not chipped, without scratch marks or broken seals) and is accompanied either with the original receipt or other relevant documents evidencing the initial purchase from the Bank, which is acceptable to the Bank. The Bank may exercise its' discretion to request for a

letter of indemnity from the Customer and any other supporting documents such as police reports if required by the Bank.

The Bank does not guarantee that it will at all times, purchase the Gold from the Customer whenever the Customer wishes to sell the Gold to the Bank.

The Bank will purchase the Gold from the customer on a best effort basis, and does not guarantee that it will at all the times re-purchase the Gold from Customer who wishes for the gold supplier to purchase the Gold.

Safekeeping Service (or Service) The service offered by the Bank to safe keep the Gold on behalf of the Customer is subject to payment of certain fees chargeable based on the calculations as provided in Clause 3 herein.

1.3 Applicable Shariah Contracts

Customers have two (2) methods to purchase and sell the Gold. The applicable Shariah contracts are as follows:-

- (a) *Musawamah* whereby the payment for and delivery of Gold shall be immediate (as defined in Clause 2.1 herein);
or
- (b) *Wakalah* or Agency whereby the Customer appoints the Bank as the agent to purchase or sell the Gold on the Customer's behalf and to safe keep the Gold purchased.

2. GOLD-i

2.1 *Musawamah* Contract

The buying and selling of Gold is based on the Shariah contract of *Musawamah* whereby the Bank will offer to sell the Gold and the Customer will buy the Gold from the Bank at the Bank's Selling Price and the delivery and payment of the Gold shall be immediate upon conclusion of the purchase at the designated branch.

2.2 *Wakalah* Contract

- 2.2.1 The buying and selling of Gold is concluded by the Bank as the agent for the Customer. The Customer also may appoint the Bank as the Customer's agent to safe keep the Gold.
- 2.2.2 Customer will be given a receipt for every purchase of Gold made from the Bank as an acknowledgement of the purchase.
- 2.2.3 Customer is required to maintain either a savings or current account with the Bank (hereinafter referred to as the "Account") in order to facilitate the payment for the buying and selling of Gold. All payments made in relation to the transaction(s) shall be made through the Account. The specific terms and conditions of the Account shall remain valid and binding.
- 2.2.4 Customer is able to take physical delivery of the Gold purchased. For Customers who require the Bank to safe keep Gold on his behalf, a completed Safekeeping Service Form must be submitted to the Bank. The Safekeeping Service will incur a cost as determined by the Bank from time to time and is subject to storage availability. The Bank reserves the right to refuse to accept the Customer's request for such Service at the Bank's discretion. Customers are advised to check with the Bank for further information regarding the Safekeeping Service.
- 2.2.5 Save and except due to the negligence of the Bank, the Bank shall not be liable for any damage or losses to the Gold kept by the Bank on behalf of the Customer. If it is determined or proven that the damage or losses to the Gold was due to the Bank's negligence, the Bank will replace the Gold with Gold of similar weight and quality. In the event of the non-

availability of Gold of similar weight and quality, the Customer will be compensated with the value of the Gold at the prevailing gold price as at the date of the payment.

- 2.2.6 The Customer is free to transfer his Gold to any person ("New Owner") as a gift, sale or otherwise. All terms and conditions of the Gold - i shall apply to the New Owner. "Person" is defined to include a natural person or corporation or such other legal entity as recognised by law.
- 2.2.7 If the Customer wishes to transfer his Gold to the New Owner while the Gold is being kept with the Bank, the Customer must remove the Gold from the Bank's safe. If the New Owner requires the Bank to safe keep the Gold on his/her behalf, the New Owner must maintain an Account with the Bank, produce a letter or notice of transfer of the Gold ownership and complete and submit the relevant forms as prescribed by the Bank. The Bank shall issue a new receipt and the New Owner shall accept and sign the new Terms & Conditions.
- 2.2.8 Subject to Clause 2.2.9, the Customer may sell the Gold to the Bank or to the gold supplier through the Bank acting as agent of the Customer under the *Wakalah* contract. On a best effort basis, the Bank may purchase the Gold from the Customer at the Bank's Buying Price or source for a Supplier to purchase the Gold. The Bank does not guarantee the purchase nor does the Bank guarantee that the supplier will purchase the said Gold.
- 2.2.9 The Bank may appoint an independent party to verify and test the Gold for purity prior to accepting the offer of sale from the Customer.
- 2.2.10 For Gold that is safe kept by the Bank, the Customer can trade with the Bank during banking hours without prior notice.

For Gold that is safe kept by the Customer, the Customer has to provide at least three (3) Business Days' prior written notice to the Bank, if the Customer intends to sell his Gold to the Bank.

The notice period is for the Bank to authenticate and verify the purity of the Gold.

- 2.2.11 Gold sold by the Customer must be free from of all encumbrances and must not have been acquired through unlawful means.

3. SAFE KEEPING SERVICE

3.1 Safekeeping Service for *Musawamah* Contract

Subject to Clause 2.2.4 herein, the Bank may offer to safe keep the Gold for the Customer who does not wish to take physical delivery of the Gold.

3.2 Safekeeping Service for *Wakalah* Contract

Subject to Clause 2.2.4 herein, the Customer who purchases Gold via *Wakalah* contract may appoint the Bank to safe keep the Gold on the Customer's behalf and/or allow the Bank to remove the Gold from the Bank's safe to sell it based on the Customer's instruction and authorization.

3.3 Safekeeping Fee

- 3.3.1 The Customer will be charged a Safekeeping fee of 0.50% p.a. of the value of gold commencing from the date of purchase. Subsequent renewal of the Service will be on every first (1st) calendar day of a new calendar year.

- 3.3.2 For Customers who wish to safe keep the Gold with the Bank, a fee of 0.50% per annum will be charged to the Customer. It will be calculated on monthly basis commencing at the beginning of the safe-keeping service period in accordance with the following formula:

Formula:

Total weight of Gold X 0.50%* X (number of remaining months/12 months) X Bank Buy per gram price on purchase day

* additional government sales & services tax may be included **(if applicable)**

Example:

Assuming Customer A safe keeps 1kg of Gold purchased on 15 May 2018 at the Bank's Buy price per gram of RM 160.00, customer A will be charged RM 466.67 for 2018.

- 3.3.3 For Customers who opt to continue the Safekeeping Service in the following year, the fee is chargeable at the beginning of the year, on annual basis in accordance with the following formula:

Formula:

Total weight of Gold X 0.50%* X (12 months/12 months) X Bank Buy Price per gram as at January 1st of the new calendar year.

* additional government sales & services tax may be included **(if applicable)**

Example:

Assuming 1 kg of Gold is safe kept on 1 Jan 2018, and the Bank's Buy Price per gram is RM 150.00, Customer A will be charged RM750.00 for 2018.

- 3.3.4 Should the Customer wish to terminate the Safekeeping Service, the Bank shall refund the fee for the remaining months to the Customer.

- 3.3.5 The Gold price shall be valued on the day of the commencement of the Safekeeping Service. Annual valuation of the Gold price shall be on the first calendar day of the subsequent year.

3.4 Takaful Fee for Safekeeping Service

- 3.4.1 The Bank shall charge a Takaful fee at the commencement of the Safekeeping Service for Customers who wish to safe keep Gold with the Bank in accordance with the following formula:

Formula: Total weight (gram) X RM0.30 per gram X (No. of remaining months/12)
1000g X RM0.30 (X (6/12 months))

Example:

Based on the scenario above, Customer A, who invested 1kg of Gold on e.g. 15 June 2018 will need to pay RM150 for 2018 for the Takaful fee.

- 3.4.2 The Takaful fee is chargeable at the beginning of the year, on annual basis in accordance with the formula below for Customers who opt to continue:

Formula: 1000g X RM0.30 X (12/12 months)

Example:

Based on the scenario above, Customer A, who invested 1kg of Gold will need to pay RM300 for 2018 for the Takaful fee.

- 3.4.3 The Customer shall ensure his/her account is active and has sufficient balance to enable the Bank to deduct the annual Safekeeping and Takaful fee and any other charges (if any). The Bank may deduct the customer's Account to collect the outstanding amounts at any other time should the Account have sufficient balances to perform the deductions. The Bank may also collect the outstanding amounts from the sales proceeds when the Customer requests to sell his gold safe kept by the Bank.
- 3.4.4 The Bank may refuse to allow the customer to withdraw his/her physical Gold being safe kept by the Bank if the Customer has any outstanding charges due to the Bank. The Customer will be advised to settle the outstanding charges prior to collecting the Gold.

4. DELIVERY AND COLLECTION

- 4.1 The Customer is required to collect the Gold from the branch where the purchase transaction has been made. Alternatively, under the *Wakalah* contract, the Customer can choose to have the Gold delivered to the branch where the Customer maintains an Account ("Domicile Branch") subject to applicable fees and charges.
- 4.2. A Customer who requires to have the Gold delivered to the Domicile Branch is required to provide sufficient notice of three (3) Business Days' written notice to the Bank and the instruction to deliver the Gold to the Domicile Branch must reach the Bank before 4pm.
- 4.3 Customer is advised to collect his Gold at the Domicile Branch within the period as prescribed in Clause 4.2. Limited Takaful coverage for the purchased Gold shall be provided for free during the prescribed period. The Customer is to bear any risk and liabilities relating to his Gold should he/she fail to collect it within the prescribed period.
- 4.4 Should the Customer be unable to collect the Gold within the prescribed period, the Gold shall be kept by the Bank and the Customer shall be charged the Safekeeping fee for the period until the Gold is collected. The Bank reserves the right to debit the relevant Safekeeping fee and Takaful fee from the Customer's account.
- 4.5 The Customer shall examine the Gold to ensure that it is of the correct weight and in good condition before acknowledging receipt of the Gold and leaving the Bank's premises. Gold already collected is strictly non-returnable and non-exchangeable. The Bank will not safe-keep Gold that has been taken out of the Bank's premises.
- 4.6 Customer must be present to collect his Gold and must show proof of identification to the satisfaction of the Bank. Customers are not allowed to nominate a third party. The Bank reserves the right to refuse such third party collection. Customer acknowledges that despite the Bank taking reasonable precautions, the Gold may be collected by any other person (whether authorised or otherwise) and in this circumstance, save and except due to negligence or fraud by the Bank or its employees, the Bank shall not be held liable or responsible for any loss or damage incurred or suffered by the Customer.
- 4.7 For corporate customers, partnerships, sole-proprietorship, clubs, societies and associations and where applicable, personal representatives and successors-in-title, only the authorised person named in the mandate, Board resolution or other relevant documentations are allowed to deal with the Bank.

5. TERMINATION OF SAFE KEEPING SERVICE

5.1 The Bank reserves the right to refuse withdrawals of the Gold if the signature of the Customer cannot be verified to the satisfaction of the Bank. The Bank shall not be responsible for any loss or damage arising from this refusal.

5.2 Withdrawal requests can be made on a Business Day by the Customer at the Gold Service Centre or any branch.

The collection of Gold for Customer at the Gold Service Centre will be ready not later than three (3) Business Days upon receipt of notice of withdrawal. The address of GSC is as follows:-

Lot G02 (East Wing), Ground Floor BRDB Tower
Bangsar Shopping Centre,
59000 Bangsar, Kuala Lumpur

For collection of Gold for Customers within or outside the Klang Valley, the delivery and collection of Gold at the Domicile Branch shall follow the prescribed time as stated in Clause 4.2.

6. JOINT ACCOUNT HOLDERS

6.1 Joint account holders have the option to provide a mandate to the Bank authorizing other joint account holder(s) or all parties to deal directly with the Bank for all Gold related transactions on behalf of the joint account holders.

6.2 The Bank's authority to act based on the mandate given by the joint account holders as per Clause 6.1 shall remain in force until a written termination notice is received and confirmed by the Bank to be in order, from the joint account holders.

6.3 Save and except due to the negligence of the Bank, the Bank shall not be liable to the Customer or any third party. The Customer shall indemnify the Bank at all times against any loss, damage, claim, expense or liability, whether involving fraud or not howsoever in connection with the mandate given.

7. NON-INDIVIDUAL ACCOUNT HOLDER

7.1 Corporate account holders, partnerships, sole-proprietorship, clubs, societies and associations and where applicable, personal representatives and successors-in-title must provide a mandate, board resolution or other relevant documentations authorising the authorised personnel of the Customer to deal directly with the Bank for all Gold related transactions on behalf of the Customer.

7.2 The Bank's authority to act shall be based on the mandate, board resolution or other relevant documentations (as the case may be) as provided under Clause 7.1 shall be continuing and remain in force until a written mandate, board resolution or other documentations terminating such authority is received and confirmed by the Bank to be in order.

8. RETURN ON INVESTMENT

The Customer agrees and is aware of the risk of losses in investing in Gold as the gold price is subject to fluctuations. The Bank does not guarantee any returns on investment for the buying and selling of Gold.

CUSTOMER SHOULD RELY ON THE CUSTOMER'S OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF GOLD INVESTMENTS. IN CONSIDERING THE INVESTMENT, IT IS ADVISABLE FOR THE CUSTOMER TO CONSULT PROFESSIONAL ADVISORS.

9. GOLD PRICE

9.1 The Bank's Selling Price and Bank's Buying Price is quoted in Ringgit Malaysia per gram and is exclusive of the applicable services and local taxes, if any.

9.2 Any price difference incurred during the buying and selling of Gold via *Wakalah* contract shall be treated as commission to the Bank, should the Bank be able to buy or sell the Gold from its gold supplier below or above the price stated in the Bank's letter of appointment as an agent.

9.3 In the event the Gold price is misquoted due to a clerical mistake, fraud or negligence on the part of the Bank or as a result of incorrect information or an oversight, the Bank shall have the right to cancel the purchase of Gold. The purchase amounts shall be refunded to the Customer and the Customer is obligated to return the Gold to the Bank.

10. MISCELLANEOUS

10.1 The Bank will inform the Customer of the relevant charges for banking services related to Gold-i. The Customer can also find out about these charges by contacting the Bank or viewing our website at <https://www.alrajhibank.com.my/>

Fees and charges shall be debited from the Customer's account when due. The Bank may change the fees and charges from time to time by giving the Customer twenty-one (21) days' notice in advance. The Customer is deemed to have agreed with the changes to the fees and charges if the Customer does not revert to the Bank within 21 days from the date of the notice.

10.2 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's 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.

10.3 The Bank is not liable for any fraudulent act of any party, unless the Bank is aware of and is a party to such an act.

10.4 In the event of the Bank crediting the account of the Customer by error, the Bank will be entitled to reverse the said entry and/or to claim the said amount from the Customer.

- 10.5 The Bank shall not be liable for any consequential losses.
- 10.6 These Terms and Conditions shall be governed by and construed in accordance with Malaysian law. The parties agree to submit all disputes to the exclusive jurisdiction of the Malaysian Courts.
- Notwithstanding herein, for all intents and purposes, these Terms and Conditions is intended to be a Shari'ah compliant document in accordance with the relevant Shari'ah contract and be construed in accordance with the Shari'ah principles. The parties further agree to be bound by the Shari'ah requirements adopted by the Bank.
- In the event of any dispute concerning Shari'ah matters arising from these Terms and Conditions, the parties hereby agree to refer to Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) standards for reference and guidance.
- For avoidance of doubt, as at the date of these Terms and Conditions, the Bank's Shari'ah Committee had endorsed these Terms and Conditions to be in compliance with Shari'ah requirements.
- 10.7 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.
- 10.8 It is hereby agreed that the computation and payment of *Zakat* is the responsibility of the Customer.
- 10.9 The Customer shall be responsible for any taxes imposed by the authority (if any) with respect to buying and selling of Gold.