



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

These general terms and conditions applies to Customer who wish to purchase and sell Gold in the purest available gold commodity quoted in Ringgit Malaysia with the Bank.

1.2 Applicable Shariah Contract

There are two (2) ways of purchase and sale of Gold by the Customer. The respective Shariah contract shall be as follows:-

- (a) Musawamah sale 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 will appoint the Bank as the agent to purchase or sell the Gold on his behalf and to safe keep the Gold purchased.

Account Opening Requirement	Customer is required to maintain an account with the Bank (either a savings account or current account) 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 & Designated Branch	The buying and selling of Gold shall only be done on banking day which banks and financial institutions licensed under the Islamic Banking Act, 1983 are open for business in Kuala Lumpur and at the designated branches on non banking day as determined by the Bank from time to time;
Bank's Selling Price	The prevailing Gold price quoted by the Bank in Ringgit Malaysia per Gram for the selling of Gold by the Bank to the Customer;
Bank's Buying Price	The prevailing Gold price quoted by the Bank in Ringgit Malaysia per gram for the buying of Gold from the Customer;
Eligibility	<ul style="list-style-type: none"> • Individual account holder/ joint account holders (resident and non-resident) aged 18 years and above • Non individual account holder.
Gold	Gold in the form of a bar, wafer, medallion, collectible items, coins and in other forms and weight as the Bank may offer from time to time;
Minimum Initial Purchase	10grams;
Subsequent Purchase or Sale	5 grams and in multiple of 5 grams;
Gold Purchase	Gold purchase shall be based on the Bank's Selling Price and the mode of payment shall be via direct debit from the Customer's account.
Gold Sale	<p>Gold may be sold to the Bank at the Bank's Buying Price on the condition that it must be in good condition (eg not dented, chipped, scratch marks or broken seal) and be accompanied with the original receipt as proof that the Gold was initially purchased from the Bank or such other documents evidencing the initial purchase.</p> <p>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.</p>



On best effort basis, the Bank will purchase the Gold or source for the gold supplier to purchase the Gold. The Bank does not guarantee the gold supplier will purchase the Gold.

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

2. Gold - i

2.1 Musawamah Contract

The buying and selling of Gold is based on the Shariah contract of Musawamah sale 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 agent for the Customer. The Customer may appoint the Bank as his agent to safe keep the Gold.

2.2.2 The Bank shall record the conversation made between the Customer and the Bank to ensure any disputes arising from the transaction can be investigated. Should there be any losses due to Customer's negligence, the Customer shall be responsible for the losses incurred if any.

2.2.3 Customer will be given receipt for every purchase of Gold made from the Bank as an acknowledgement for the purchase.

2.2.4 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 relating to the transaction(s) shall be made through the Account. The specific terms and conditions of the Account shall remain valid and binding.

2.2.5 Customer is able to take physical delivery of the Gold purchased. For Customer who requires the Bank to safekeep Gold on his behalf, Customer must complete the Safekeeping Service form and submit to the Bank. There will be costs involved for the Safekeeping Service. The Safekeeping Service is subject to storage availability and Gold weightage requirement as determined by the Bank from time to time and the Bank may refuse to accept the Customer request for such Service. Customer is advised to check with the Bank for further information regarding the Safekeeping Service.

2.2.6 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 proved that the damage or losses to the Gold is due to the Bank's negligence, the Bank will replace the Gold with similar weight and quality. In the event of non availability of such similar gold in weight and quality then, the Bank will compensate the Customer with the value of the Gold at the prevailing gold price as at the date of the payment.

2.2.7 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 natural person or corporation or such other legal entity as recognised by the law.

2.2.8 If 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 to 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 on the new Terms & Conditions.

- 2.2.9 Subject to Clause 2.2.10, 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 best effort basis, the Bank may purchase the Gold from the Customer at the Bank's Buying Price or source for supplier to purchase the Gold. The Bank does not guarantee the purchase nor does the Bank guarantee that the supplier will purchase the Gold.
- 2.2.10 The Bank may appoint an independent party to verify and test the Gold for purity prior to the Bank accepting the offer from the Customer. The Gold to be offered for sale to the Bank must be in good condition (e.g not dented, chipped, scratch marks or broken seal).
- 2.2.12 For Gold that is safe kept by the Bank, the Customer can trade with the Bank during the banking hours without prior notice.

For Gold that is safe kept by the Customer, the Customer has to provide sufficient notice to the Bank if the Customer intends to sell his Gold to the Bank:-

Branches	Number of days required
Klang Valley Branches	3 Business days
Outstation Branches (exclude Sabah & Sarawak)	3 Business days
Sabah & Sarawak Branches	3 Business days

The notice period is necessary for the Bank to arrange for the authentication of the Gold to determine its purity and authenticity.

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

3. SAFE KEEPING SERVICE

3.1 Safekeeping Service for Musawamah Contract

Subject to Clause 2.2.5 herein, the Bank may offer to safe keep the Gold for the Customer who does not wish to take delivery of the Gold.

3.2 Safekeeping Service for Wakalah Contract

Subject to Clause 2.2.5 herein, Customer who purchases Gold via Wakalah contract may appoint the Bank to safe keep the Gold on his behalf and/or to allow the Bank to remove the Gold from the Bank's safe to sell it based on the Customer's instruction and authorization. Customer is advised to check with the Bank for further information regarding the Safekeeping Service.

In the event the Safekeeping Services is not available, the Customer is required to collect the Gold from the Gold Service Centre at Bangsar Branch within two (2) Business Days for Klang Valley or five (5) Business Days for outside of Klang Valley from the date of purchase. No Takaful coverage will be provided by the Bank for collection of Gold beyond the stipulated period and the Customer is fully responsible for the risk of non-collection of Gold. The Bank also reserves the right to debit the Customer's account for Safekeeping fee due to non collection of Gold.



3.3 Safekeeping Fee

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

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

Formula:

Prevailing gold value X 0.50% *X (number of remaining months/12 months)

Example:

Assuming Customer A invested RM180,000-00 for 1kg of Gold on 15 May 2014. Customer A will be charged RM525 for 2014.

*exclusive of GST

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

Formula:

Prevailing gold value X 0.50%* X (12 months/12

months) Example:

Assuming the Gold value is RM210,000-00 for 1kg of Gold on 1 Jan 2015, Customer A will be charged RM1,050 for 2015.

*exclusive of GST

3.3.4 Should the Customer wishes to terminate the Safekeeping Service, the Bank shall refund the fee of 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 in the month of January of the subsequent year.

3.4 Takaful Fee for Safekeeping Service

3.4.1 For Customer who wishes to safe keep Gold with the Bank, the Bank shall charge Takaful fee at the commencement of the Safekeeping Service in accordance with the following formula:

Formula:

Assuming the actual cost to the Bank per gram is RM0.24

1000G X RM0.30 (round up to nearest 10sen) X (6/12 months)

Example:

Based on the scenario above, Customer A, who invested 1kg of Gold on e.g. 15 June 2012 will need to pay RM150 for 2012 for the Takaful fee.

3.4.2 For Customer who continues to opt for the Safekeeping Service for the following year, the Takaful fee is chargeable at the beginning of the year, on annual basis in accordance with the following formula:



Assuming the actual cost to the Bank per gram is RM0.28

Formula: $1000G \times RM0.30$ (round up to nearest 10sen) \times (12/12 months)

Example:

Based on the scenario above, Customer A, who invested 1kg of Gold will need to pay RM300 for 2013 for the Takaful fee.

4. DELIVERY AND COLLECTION

4.1 Customer is required to collect the Gold from the branch where 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 maintained the account ("Domicile Branch") subject to fees and charges as prescribed by the Bank.

4.2 For Customer who requires to have his Gold delivered to the Domicile Branch must adhere to the following Business Days and the instruction to deliver to the Domicile Branch must reach the Bank before 3pm:-

Branches	Number of days required
Klang Valley Branches	3 Business Days
Outstation Branches (exclude Sabah & Sarawak)	5 Business Days
Sabah & Sarawak Branches	7 Business Days

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 Gold purchased by the Customer shall be provided for free during the prescribed period. Customer is to assume or bear the risk and liabilities relating to his Gold should he fail to collect it within the prescribed period as the Takaful coverage will not be provided after such period.

4.4 If the Customer is unable to collect the Gold within the prescribed period the Gold shall be kept by the Bank and the Customer shall be charged with a safekeeping fee for the period until the Gold is collected. The Bank reserves the right to debit from the Customer's account the safekeeping fee.

4.5 Customer shall examine the Gold to ensure that it is in the correct weight and good condition before acknowledging receipt of the Gold and leaving the Bank's premises. Gold collected are strictly non-returnable and non-exchangeable.

4.6 Customer must be present to collect his Gold and must show proof of identification to the satisfaction of the Bank. Customer is not allowed to nominate any third party except in special circumstances subject to satisfactory documentary evidence. The Bank reserves the right to refuse such third party collection. Customer acknowledges that despite the Bank's reasonable precautions, the Gold may be collected by any other person (whether authorised or otherwise). In this circumstance, save and except due to negligence or fraud by the Bank or its employee, the Bank shall not be held liable or responsible for any loss or damage incurred or suffered by the Customer.

4.7 For corporate Customer, only the authorised person named in the mandate or Board resolution is allowed to deal with the Bank.



5. TERMINATION OF SAFE-KEEPING SERVICE

- 5.1 For Customer wishes to withdraw his Gold from the Bank's safe, the Customer is required to complete and submit the withdrawal form to the Bank. The Bank reserves the right to refuse such withdrawal if the signature of the Customer cannot be verified to the satisfaction of the Bank and the Bank shall not be responsible for any loss or damage arising from the Bank refusing to allow such withdrawal by reason of the Bank not being satisfied as to the genuineness of the signature of the Customer.
- 5.2 Withdrawal application can be made on a Business Day at AFFLUENT BRANCH (GSC) for Customer within Klang Valley or at the respective Domiciled Branch for Customer residing outside the Klang Valley.

The collection of Gold for Customer in Klang Valley 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

The collection of Gold for Customers 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 For Customer who purchased Gold under a joint account, the joint account holders may give a mandate to the Bank authorizing the other joint account holder(s) or all parties to deal directly with the Bank for all Gold related transaction 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 be continuing and shall remain in force until a written termination notice from joint account holders terminating such authority has been received and confirmed by the Bank to be in order.
- 6.3 The Bank shall not be liable to the Customer or any third party and 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 For Customer other than individual account holder or joint account holders, the Customer must provide a mandate or board resolution authorising the authorized personnel of the Customer to deal directly with the Bank for all Gold related transaction on behalf of the Customer.
- 7.2 The Bank's authority to act shall be based on the mandate or board resolution (as the case may be) as provided under Clause 7.1 shall be continuing and remain in force until a written mandate or board resolution terminating such authority has been received and confirmed by the Bank to be in order.



8. RETURN ON INVESTMENT

The Customer agrees and is aware of the existence of 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 HIS OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. 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 In respect of buying and selling of Gold via Wakalah contract, should the Bank is able to buy or sell the Gold from its gold supplier below or above the price as stated in the Bank's letter of appointment as agent, the price difference shall be treated as commission to the Bank.

9.3 In the event the Gold price is quoted at an incorrect rate due to clerical mistake, fraud or negligence of the Bank or with incorrect information or oversight of product information, the Bank shall have the right to cancel any purchase of Gold quoted at the incorrect price and the money shall be refunded to the Customer and the Gold shall be returned to the Bank.

10. MISCELLANEOUS

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

Fees and charges when due shall be debited from the Customer's account. The Bank may change the fees and charges from time to time by giving the Customer a twenty-one (21) days' notice in advance. The Bank shall deem that the Customer has 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 Any amendments to these Terms and Conditions (material or otherwise) shall be deemed effected upon due notice to the Customer. Any notification from the Bank to the Customer may be given by ordinary or registered post to the Customer's last known address or by any other medium as may be deemed practicable by the Bank from time to time. Notice shall be deemed to be received by the Customer within five (5) Business Days from posting if sent by ordinary or registered post or if notice is given by any other medium, the Customer shall be deemed as duly informed. Any amendments shall be deemed to have been accepted unless the Customer objects thereto in writing within the twenty one (21) days from the date of notification of the amendments.

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 act.

10.4 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.

10.5 The Bank shall not be liable for any consequential loss.

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 Zakah 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.