

Wakalah Agreement
For Bank Negara Malaysia Overnight Commodity Murabahah Programme
(Overnight CMP)

We, the successful applicants for the Overnight CMP (“**the Applicants**”) appoint Bank Negara Malaysia (“**BNM**”) (hereinafter collectively referred to as “**the Parties**” or individually as “**the Party**”) as our agent to act on our behalf for all matters relating to the purchase and/or sale of commodities in relation to the Overnight CMP subject to the following terms and conditions:

1. The Overnight CMP is issued by BNM based on the Shariah principle of Murabahah.
2. BNM is authorised and shall, as our agent –
 - (a) purchase such Shariah compliant commodities, as BNM thinks fit, equivalent to the amount indicated in our successful bid (“Purchase Transaction”) on our behalf; and
 - (b) upon completion of the Purchase Transaction, sell the purchased commodity on our behalf to BNM (acting in its capacity as the purchaser), based on the Shariah principle of Murabahah (“Sale Transaction”) –
 - (i) on immediate delivery of the commodity but deferred payment basis; and
 - (ii) at the profit indicated in our successful bid.

Each Sale Transaction shall be made on the same day on which the Purchase Transaction of the respective commodity is concluded.

3. The Parties agree that the title, ownership, right, interest and risk of the commodity shall pass to –
 - (a) the Applicants immediately upon completion of a Purchase Transaction; and
 - (b) BNM immediately upon completion of a Sale Transaction.

4. BNM may appoint another financial institution or other person as BNM deems appropriate to act on its behalf.

5. This Agreement shall be governed by the laws of Malaysia. The liabilities of the Parties in respect of this Agreement shall be as imposed by law.

6. Notwithstanding paragraph 5 above, the Parties recognize and agree that the payment of interest is repugnant to Shariah and accordingly, to the extent that laws of Malaysia would but for this sub-clause impose whether by contract or by statute any obligation to pay interest, the Parties irrevocably, unconditionally and expressly waive or reject any entitlement to recover interest from each other.

7. All disputes shall be finally settled through arbitration in accordance with the Arbitration Act 2005 before a single arbitrator at and in accordance with the Arbitration Rules of the Asian International Arbitration Centre (AIAC).