

MASTER PURCHASE AGREEMENT FOR THE ISSUANCE OF THE GOVERNMENT INVESTMENT ISSUE

This Agreement is intended to govern each Purchase Transaction made between the Government of Malaysia, as represented by the Minister of Finance (hereinafter referred to as "the GOM") and the parties listed in Appendix I (hereinafter referred to as "the Seller") for the purpose of the issuance of the Government Investment Issue (GII) in the Islamic Interbank money market.

WHEREAS

- A. Pursuant to section 2A of the Government Funding Act 1983 [Act 275], the GOM may issue instruments in accordance with Syariah principles as approved by the Syariah Advisory Council;
- B. In accordance with section 3(1) of the Government Funding Act 1983, the Minister of Finance is authorized to receive investments and to create and issue instruments evidencing such investments, on behalf of the Government of Malaysia;
- C. Bank Negara Malaysia is authorised under sections 5(2)(i) and 69 of the Central Bank of Malaysia Act 2009 [Act 701] to act as the financial agent of the Government;
- D. Pursuant to section 3(1A) of the Government Funding Act 1983, the Minister of Finance appoints Bank Negara Malaysia to act on its behalf under this Agreement (hereinafter referred to as the "the Agent");
- E. The Seller is desirous to sell and the GOM is desirous to purchase, from time to time, the Assets in accordance with the terms of this Agreement and the Purchase Confirmation in Appendix II)

NOW IT IS HEREBY AGREED as follows :-

1. DEFINITIONS

Agent	Bank Negara Malaysia;
Assets	the assets as more particularly described in the Purchase Confirmation in Appendix II;
Seller	such person or persons as may be specified in item (ii) of the Purchase Confirmation in respect of each sale and purchase transaction;

Purchase Confirmation	a confirmation in the form set out in Appendix II to be issued by the Agent to the Seller specifying the price of the Assets at each Purchase Transaction and the date of payment of each Purchase Transaction;
Purchase Price	means the purchase price of the securities as specified in the Purchase Confirmation
Purchase Transaction	each and every purchase of the Assets made by the GOM from the Seller in accordance with the Master Purchase Agreement;
Purchase Transaction Date	the date on which any particular Purchase Transaction is entered by the parties as specified in the Purchase Confirmation;

2. APPLICABILITY

This Agreement shall govern each Purchase Transaction affected in the Islamic interbank money market for the issuance of the Government Investment Issue which is in accordance with Syariah principles between the GOM and the Seller specified in the Purchase Confirmation.

3. INTERPRETATION

- 3.1 Any reference to "this Agreement" is a reference to this Agreement including the appendices or, as the case may be, the relevant agreement as amended, supplemented or novated from time to time.
- 3.2 Any reference to "law" includes the constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, by-law, governmental directions, orders or guidelines or other legislative measure in Malaysia.
- 3.3 References to the singular number shall include reference to the plural number and vice versa.
- 3.4 Words denoting one gender include the other gender.
- 3.5 The table of contents, headings in this Agreement are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.

4. PURCHASE OF ASSETS BY THE GOM

- 4.1 The Seller agrees to sell and the GOM agrees to purchase from time to time the Assets at the relevant Purchase Price upon the terms and conditions set out in this Agreement and the Purchase Confirmation.
- 4.2 Upon completion of each Purchase Transaction, the Agent shall issue to the Purchaser the duly completed Purchase Confirmation and such Purchase Confirmation duly executed by the Parties shall constitute a valid and binding agreement between the Parties in relation to each Purchase Transaction.

5. PURCHASE PRICE

In respect of each Purchase Transaction, the GOM shall pay the full amount of the Purchase Price to the Seller through the Agent for the amount to be specified in the Purchase Confirmation on the Transaction Date or on such future date as may be agreed by the parties as may be specified in the Purchase Confirmation.

6. OWNERSHIP AND PASSING OF TITLE

In respect of each Purchase, the title to and property in the Assets the subject of the Purchase shall pass to the GOM immediately on the Transaction Date as specified in the Purchase Confirmation issued in relation to each Purchase Transaction.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

8. SEVERABILITY

Any terms, conditions, stipulations, provisions, covenants or undertakings in this Agreement which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof.

9. MODIFICATION

The GOM through its Agent may at any time by notice to the other party vary or amend the terms or conditions of this Agreement and such variation or amendment shall take effect on the date as mentioned in such notice or if no date is mentioned the date of such notice.

10. DISPUTE RESOLUTION

Any dispute, difference, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof shall be settled, in so far as it is possible, by mutual consultation and consent unless unavoidable

in which event either party may refer the question to a tribunal as may be agreed between the disputing parties or to a Malaysian Court of competent jurisdiction.

LIST OF PARTIES

- 1 Affin Bank Berhad
- 2 Affin Investment Bank Berhad
- 3 Affin Islamic Bank Berhad
- 4 Al Rajhi Banking & Investment Corporation
(Malaysia) Berhad
- 5 Alliance Bank Malaysia Berhad
- 6 Alliance Investment Bank Berhad
- 7 Alliance Islamic Bank Berhad
- 8 AmBank (M) Berhad
- 9 AmInvestment Bank Berhad
- 10 AmIslamic Bank Berhad
- 11 Asian Finance Bank Berhad
- 12 Bangkok Bank Berhad
- 13 Bank Islam Malaysia Berhad
- 14 Bank Muamalat Malaysia Berhad
- 15 Bank of America Malaysia Berhad
- 16 Bank of China (Malaysia) Berhad
- 17 Bank of Tokyo-Mitsubishi UFJ
(Malaysia) Berhad
- 18 BNP Paribas Malaysia Berhad
- 19 CIMB Bank Berhad
- 20 CIMB Investment Bank Berhad
- 21 CIMB Islamic Bank Berhad
- 22 Citibank Berhad
- 23 Deutsche Bank (Malaysia) Berhad
- 24 ECM Libra Investment Bank Berhad
- 25 Hong Leong Bank Berhad
- 26 Hong Leong Investment Bank Berhad
- 27 Hong Leong Islamic Bank Berhad
- 28 HSBC Amanah Malaysia Berhad
- 29 HSBC Bank Malaysia Berhad
- 30 HwangDBS Investment Bank Berhad
- 31 India International Bank (Malaysia) Berhad
- Industrial and Commercial Bank of China
(Malaysia) Berhad
- 32
- 33 J.P. Morgan Chase Bank Berhad
- 34 KAF Investment Bank Berhad
- 35 Kenanga Investment Bank Berhad
- 36 Kuwait Finance House (Malaysia) Berhad
- 37 Malayan Banking Berhad
- 38 Maybank Investment Bank Berhad
- 39 Maybank Islamic Berhad

- 40 MIDF Amanah Investment Bank Berhad
- 41 MIMB Investment Bank Berhad
- 42 Mizuho Corporate Bank (Malaysia) Berhad
- 43 National Bank of Abu Dhabi Malaysia Berhad
- 44 OCBC Al-Amin Bank Berhad
- 45 OCBC Bank (Malaysia) Berhad
- 46 OSK Investment Bank Berhad
- 47 Public Bank Berhad
- 48 Public Investment Bank Berhad
- 49 Public Islamic Bank Berhad
- 50 RHB Bank Berhad
- 51 RHB Investment Bank Berhad
- 52 RHB Islamic Bank Berhad
- 53 Standard Chartered Bank Malaysia Berhad
- 54 Standard Chartered Saadiq Berhad
- 55 Sumitomo Mitsui Banking Corporation Malaysia Berhad
- 56 The Bank of Nova Scotia Berhad
- 57 The Royal Bank of Scotland Berhad
- 58 United Overseas Bank (Malaysia) Bhd.

APPENDIX II

(To be read with the Master Purchase Agreement as displayed in the Fully Automated System for Issuing/Tendering [FAST] maintained by the Agent)

PURCHASE CONFIRMATION

1. This Purchase Confirmation supplements and forms part of, and is subject to, the Purchase Agreement as displayed in the Fully Automated System for Issuing/Tendering [FAST] in respect of the issuance of the Government Investment Issue (GII).
2. All provisions contained in the Master Purchase Agreement govern this Purchase Confirmation. Terms used in this Purchase Confirmation have the same meanings as defined in the Master Purchase Agreement unless otherwise stated herein.
3. For the purpose of the Master Purchase Agreement and this Purchase Confirmation, "Seller" means [Please insert institution's name and company's registration number here]
4. By executing this Purchase Confirmation, the parties hereby agree to be bound by the terms and conditions of this Purchase Confirmation and the Master Purchase Agreement.
5. Subject to the Master Purchase Agreement, the Seller hereby sells and the GOM hereby purchases the Asset of _____(the details of Asset) worth RM _____ at the Purchase Price of RM _____ per share.
6. The GOM shall pay to the Seller the Purchase Price mentioned in item 5 herein on the date as agreed by both the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Confirmation on [fill in the date].

.....
(Duly authorised signatory for and on
behalf of the Government of Malaysia)

.....
(Duly authorised signatory for and on
behalf of the Seller)