

المرفقات: ١٠

الموضوع: اتفاقية باللغة الإنجليزية لحساب الاستثمار بالبيع الآجل

قرار الهيئة الشرعية رقم (١٣/أ)

الحمد لله رب العالمين، والصلاة والسلام على نبينا محمد وعلى آله وصحبه أجمعين، وبعد:
فإن الهيئة الشرعية لبنك البلاد في اجتماعها الخامس والسبعين بعد الثلاثمائة، المنعقد يوم
الأربعاء ٢٤/١٠/١٤٢٧هـ الموافق ١٥/١١/٢٠٠٦م، في المبنى الرئيس للبنك بالرياض،
قد اطلعت على اتفاقية حساب الاستثمار بالبيع الآجل باللغة الإنجليزية المرفوعة من
مجموعة الخزينة.

وبعد المداولة والمناقشة ودراسة الاتفاقية، قررت الهيئة -بالأغلبية- إجازتها وفق الصيغة
المرفقة بالقرار شريطة الالتزام بالضوابط وإجراءات العمل المبينة في القرار رقم (١٣).
وفق الله الجميع لهده، وجعل العمل في رضاه، والله أعلم، وصلى الله على نبينا محمد وعلى
آله وصحبه وسلم.

الهيئة الشرعية

الشيخ أ.د. عبدالله بن محمد المطلق (نائباً)



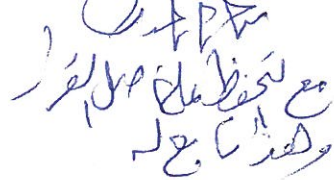
الشيخ: عبدالله بن سليمان بن منيع (رئيساً)



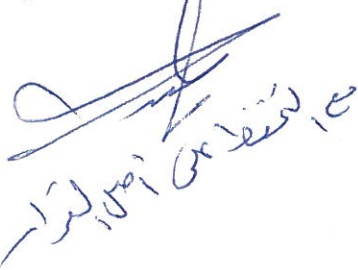
الشيخ د. عبدالعزيز بن فوزان الفوزان (عضواً)




الشيخ أ.د. عبدالله بن موسى العمار (عضواً)



الشيخ د. محمد بن سعود العصيمي (عضواً وأميناً)



الشيخ د. يوسف بن عبدالله الشبيلي (عضواً)



DIRECT INVESTMENT AGREEMENT

Praise be to God, the Lord of all worlds; prayers and peace be upon our prophet Mohammed, his household and all his companions;
now therefore,

This agreement has been entered into on this _____ day of _____ (month),
_____ (year), by and between:

١. _____ Commercial registration _____, issued in _____, on _____, with address at: PO Box _____, postal code: _____, Tel. No: _____, Fax No.: _____, duly represented in signing this agreement by: _____, in his capacity as _____, hereinafter referred to as the "Investor"; and
٢. Bank AlBilad, Commercial registration No. ١٠١٠٢٠٨٢٩٥, issued in Riyadh, on _____ with address at: PO Box ١٤٠, Postal code: ١١٤١١, Tel. No.: +٩٦٦ ١ ٤٧٩ ٨٨٨٨, Fax No.: +٩٦٦ ١ ٤٧٩ ٨٨٩٨, duly represented in signing this agreement by: Mr. Amr Mostafa, in his capacity as General Manager - Treasurer, hereinafter referred to as "Bank AlBilad".

RECITALS

Whereas the Investor desires to invest it's funds in commodity trading from time to time; and whereas Bank AlBilad is capable, experienced and has the necessary technical and manpower capabilities in the field of investment of funds in the local and the global markets; and whereas the Investor desires to benefit from Bank AlBilad experience in this field,

Now therefore, both the Investor and Bank AlBilad, in their respective full legal capacities, have agreed that Bank AlBilad, in its capacity as an agent to the Investor, shall purchase commodities in cash from a third party supplier, and when the Investor desires to sell these commodities, Bank AlBilad shall purchase them on credit from the Investor in it's capacity as the owner, in accordance with the terms and conditions set out in this Direct Investment Agreement, hereinafter referred to as "Agreement" as follows:

١. The above recitals shall form an integral part of this Agreement.

صفحة ٢ من ٩
المرفق (١) للقرار (١٣/أ)

٢. Terms and Conditions Related to Appointment of Agent.

- ٢,١. Under this agreement, the Investor hereby appoints Bank AlBilad as it's agent to purchase on its behalf and upon its request, any of the following commodities (Platinum & Palladium Group and/or Base Metals) or any other commodities.
- ٢,٢. When the Investor desires to enter into any purchase transaction, it shall advise Bank AlBilad by delivering Form (١) (or the information contained in form (١)) to Bank AlBilad by telephone (subject to recording of the telephone call), E-mail, SWIFT or The Dealing System. Receipt of such advice from the Investor shall constitute an authorization for Bank AlBilad to purchase the commodity on behalf of the Investor.
- ٢,٣. On the Value Date, the Investor shall deliver to Bank AlBilad the entire amount of the purchase transaction, through bank money transfer.
- ٢,٤. In its capacity as agent to the Investor, Bank AlBilad will purchase one type of the commodities stated under paragraph ٢,١ above in the amount requested by the investor. Upon such purchase, the commodity will be legally owned by the Investor with all the contractual effects of holding title. In the event of diversity of types of commodities mentioned in the [Authorization to Purchase] Form (١) as stated in paragraph ٢,١ above, Bank AlBilad in its capacity as an agent to the investor, shall select the commodity or commodities in a timely manner.
- ٢,٥. Bank AlBilad will advise the Investor of the purchase transaction of the respective commodities purchased (Form ٢) forwards a copy of their designation documents immediately upon conclusion of the purchase transaction, or notifies the Investor accordingly in either one of the means stated under paragraph ٢,٢ above, provided, however, that such notification shall include the information contained in Form (٢).
- ٢,٦. Upon completion of Commodity purchase on behalf of the Investor, the Investor may choose one of the following action to be done
- A- To sell the commodity to Bank AlBilad.
- B- To appoint bank albilad as an agent in selling the commodity to another party.
- C- To keep the commodity in his possession.
- ٢,٧. Upon purchase of a given commodity and the purchase price is found to be lower than the amount has been requested to be invested, the balance of the amount that has not been invested shall be immediately returned to the Investor.

٣. Terms and Conditions Related to the Sale to Bank AlBilad:

- ٣,١. Following the receipt by the Investor of the notification of purchase from Bank Al Bilad, if the Investor desires to sell the subject commodity on credit to Bank AlBilad, the Investor shall issue an offer to sell to Bank Al Bilad before ٣ o'clock of the day of receipt of the respective notification of purchase of the commodity from Bank AlBilad. Such sale to Bank AlBilad by the investor shall be

المرفق (١) للقرار (١/١٣) صفحة ٣ من ٩

processed by delivering Form (٣) .Upon the completion of such sale; the commodity is legally owned by Bank AlBilad with all the contractual effects of holding such title.

- ٣,٢. It's not permissible that Bank AlBilad or any of its employees to act as an agent if the client chooses action (A) in article ٢,٦ to avoid being the bank controls both sides of the contract.
- ٣,٣. On the maturity date of each transaction arranged under this Agreement, all due amounts shall be delivered to the Investor, through bank money transfer, and Bank AlBilad will not deduct any amount from the full due amount due to the investor.
- ٣,٤. If the Investor does not forward it's offer to sell before ٣ o'clock on the day of purchase, either because the Investor does not desire to sell or for any other reason, then the Investor shall bear the risk of loss resulting from differences in commodity prices and all expenses related to retain the commodity such as storage and any other expenses resulting from holding title to the commodity.

٤. Obligations of Bank AlBilad:

Under this agreement, Bank AlBilad assumes the following obligations vis-à-vis the Investor:

- ٤,١. All contract forms used pursuant to this agreement shall be approved by the Sharia Committee of the Bank AlBilad.
- ٤,٢. Bank AlBilad shall act as an agent for the Investor under a restricted and limited authority in the purchase of the requested commodity;
- ٤,٣. No transaction shall be carried on the commodity following its purchase by Bank AlBilad from the third party on behalf of the Investor and prior to the sale by the Investor of the commodity.
- ٤,٤. Bank AlBilad shall not purchase the commodity from the investor if this commodity has been sold to the investor by Bank AlBilad itself in its capacity as the owner of the whole or most of this commodity.
- ٤,٥. The sold commodity shall not be of the type that cannot be deferred, such as gold or silver;
- ٤,٦. Bank AlBilad will be held responsible for any negligence, shortage or defect in the commodity purchased on behalf of the Investor.
- ٤,٧. All deals documents will be retained by Bank AlBilad, to be handed to the investor whenever requested.

٥. General Terms and Conditions:

- ٥,١. The Investor and Bank AlBilad shall supply each other with a specimen of the signature of their authorized signatory to this Agreement and relevant forms.
- ٥,٢. The terms and conditions of this Agreement are considered to be incorporated as a part of and shall apply to each and every purchase and sale transaction;

- ٥,٣. In the event that the maturity date of a payment coincides with an official holiday, the delivery of the payment shall be due the first following business day without any change in the amount due and payable.
- ٥,٤. In the event of a change by the Investor of his account numbers, it shall advise Bank AlBilad of the new account numbers at least ٣٠ days prior to the nearest pending maturity.
- ٥,٥. If the investor desires to accelerate repayment of a due amount, investor and Bank AlBilad shall discuss and try to reach a reasonable agreement regarding such change, without any obligation on part of the Bank AlBilad to accept such acceleration.

٦. Term of the Agreement:

The term of this Agreement shall be one year from the date of its signature, automatically renewable for similar terms, unless either party provide the other party with a ٣٠ days notice of termination, throughout the term of the Agreement, it shall be binding upon both parties.

٧. Applicable Law:

- ٧,١. This Agreement shall be governed by, and construed in accordance with Saudi Law and regulations to the extent that is consistent with principles of Islamic Shariah.
- ٧,٢. In the event that a dispute arises between the two parties over the interpretation, implementation, validity or termination of this Agreement, both parties shall endeavor to resolve the dispute amicably. If the parties failed to arrive at an amicable solution within ٣٠ days following either party's serving the other an advice to hold a meeting to arrive at such an amicable solution to the dispute, either party shall have the right to resort to competent judiciary authorities in the city of Riyadh in Saudi Arabia to resolve the dispute.

٨. The Relationship between the Investor and Bank AlBilad:

The relationship between the Investor and Bank AlBilad shall be determined by the terms and conditions of this Agreement.

٩. Termination of the Agreement:

- ٩,١. This Agreement shall be terminated under any of the following conditions:

- ٩,١,١. Completion of its term, as extended.
- ٩,١,٢. Breach of any conditions and failure to remedy the breach within ٣٠ days of the date of service of written notice of breach by non-breach party.
- ٩,١,٣. Mutual agreement of both parties to terminate the Agreement;

المرفق (١) للقرار (١٣/أ)
صفحة ٥ من ٩

- ٩,١,٤. Declaration of bankruptcy or liquidation of either party or appointment of a receiver or composition in bankruptcy;
- ٩,١,٥. The Investor serving Bank AlBilad ٣٠ days written notice of termination of the Agreement during its valid term;
- ٩,١,٦. The implementation of the Agreement is rendered impossible due to force Majeure where effects of which continue for a period exceeding ٣٠ continuous days.
- ٩,٢. No expiry date or early termination (as the case may be) shall affect the rights and obligations of either party hereunder in relation to any outstanding investment transaction upon which the conditions of this Agreement shall remain applicable until such investment transaction is completed.

In witness whereof, both parties have placed their hands and seals on the day and date stated above. This agreement is made in two original copies of which each party has been handed one original.

Signed For and on Behalf of Investor

By :

Name :

Title :

Date :

Signed For and on Behalf of BANK ALBILAD

By :

Name : Amr Mostafa

Title : General Manager
Treasurer

Date :

Form (١)

Authorization to Purchase

From

: () Investor
Date: _____

To : Bank AlBilad

Dear Sirs,

This form is subject to the terms and conditions of the signed Agreement between us
Dated: ____ / ____ / _____. As we desire to purchase _____, and
due to your experience in this field, we hereby authorize you to purchase the following
commodities:

Description of Commodity: _____

Total Purchase price: Not to exceed () currency (), inclusive of any
expenses related to the purchased commodities.

Payment Instructions:

Transfer the amount through () to your account with
(), dated ____ / ____ / _____.

Provided that your purchase of such commodities shall be based on purchase contracts
duly approved by the Sharia Committee of Bank AlBilad Bank, and subject to your
confirmation that you would be responsible for refraining from having any dealing on the
commodities following their purchase through you for our account for the duration of our
ownership and prior to our sale of these commodities.

In the event of your acceptance of this authorization, we hope that you would kindly
confirm to us your purchase of the subject commodities and send to us copies of the
identification documents .!.

Investor: _____

Name and Signature of the Authorized Signatory: _____

صفحة ٧ من ٩

المرفق (٢) للقرار (١٣/أ)

Form (٢)

Advice of Purchase on Behalf of the Investor

From : Bank AlBilad

Date: _____

To : _____ (Investor)

Dear Sirs,

This form is subject to the terms and conditions of the signed Agreement between us

Dated: / / . And with reference to the Authorization to Purchase

Dated ____/____/____, we would like to advise you that we have purchased on your behalf the following commodities:

Description of Commodities : _____

Quantity : _____ (Weight in ounces, tons, ... etc.)

Identifying marks : _____ (commodities shall be identified by numbers or kept in custody in Al-Bilad Bank designated location)

Total Purchase Price : _____ (currency): (_____ "amount")

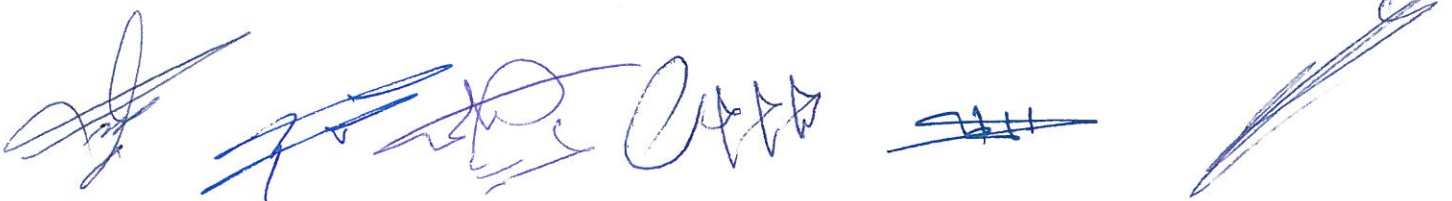
Date of Payment of Total Purchase Price: (_____)

The total purchase price to be credited to our account with (_____), dated ____/____/____.

Enclosed are documents of identification of commodities.

Bank AlBilad

Name and Signature of Authorized Signatory: (_____)



Form (٣)
Investor's Offer and Bank AlBilad Acceptance

From : _____ (investor)

Date: _____

Our Ref.: _____

To : **Bank AlBilad**

Attention: _____

This form is subject to the terms and conditions of the signed agreement between us

Dated: / / . And with reference to the mutual understanding between us, we
hereby sell to you the following commodities:

Description of Commodities : _____

Quantity : _____ Ounces

Price : _____

Total Price in (currency) : _____

Date of Deferred Payment : _____

Delivery: Commodities are reserved to your order on our behalf in _____

Payment instructions: As per written instructions.

Name: _____

Signature of Authorized Signatory: (_____)

From : **Bank AlBilad**

To : (_____)

We hereby accept to purchase the commodities as stated in your above offer, and, God willing, we will pay you a total purchase amount of _____ on the date of deferred payment ____ / ____ / _____.

Bank AlBilad

Name and Signature of Authorized Signatory: (_____)