

المرفقات: ٢.

الموضوع: المراجعة مع خطاب ضمان مصدر من بنك ضامن ونماذجه

قرار الهيئة الشرعية رقم: (٩٥)

الحمد لله رب العالمين، والصلاة والسلام على نبينا محمد وعلى آله وصحبه أجمعين، وبعد:  
فإن الهيئة الشرعية لبنك البلاد في اجتماعها الثاني والتسعين بعد الثلاثمائة، يوم الثلاثاء ٢٦/٥/١٤٢٨هـ الموافق ١٢/٦/٢٠٠٧م، في مدينة الرياض بالمقر الرئيس للبنك، قد اطلعت على موضوع: المراجعة مع خطاب ضمان مصدر من بنك ضامن ونماذجه وهي:

١. اتفاقية شراء مشروط ( MASTER CONDITIONAL PURCHASE AGREEMENT ). (مرفق رقم ١)
٢. اتفاقية بيع أساسية مشروطة بإصدار خطاب ضمان ( MASTER LC MURABAHA SALE AGREEMENT ). (مرفق رقم ٢)

المرفوع من مجموعة الخزينة، وعلى توصية اللجنة التحضيرية في اجتماعها التاسع والأربعين، يوم الاثنين ١٨/٥/١٤٢٨هـ الموافق ٤/٦/٢٠٠٧م، وبعد المداولة والمناقشة في هذا الموضوع؛ قررت الهيئة إجازتها بالصيغة المرفقة بالقرار، والموقع عليها.  
وفق الله الجميع لهده، وجعل العمل في رضاه، والله أعلم، وصلى الله على نبينا محمد وعلى آله وصحبه

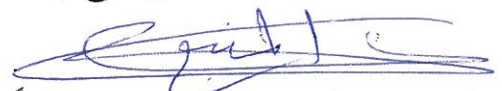
وسلم  
ب

الهيئة الشرعية

أ.د. عبدالله بن محمد المطلق (نائباً)



عبدالله بن سليمان بن منيع (رئيساً)



د. عبدالعزيز بن فوزان الفوزان (عضواً)



أ.د. عبدالله بن موسى العمار (عضواً)



د. محمد بن سعود العصيمي (عضواً وأميناً)



د. يوسف بن عبدالله الشبيلي (عضواً)



MASTER CONDITIONAL PURCHASE AGREEMENT

This MASTER CONDITIONAL PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this [\*] day of [\*], ٢٠٠[\*], by and between:

١. Bank Albilad, a Saudi Arabian Joint Stock Company incorporated under the laws of the Kingdom of Saudi Arabia, with a registered office at Al-Malaz, P.O. Box ١٤٠, Riyadh ١١٤١١, Phone [\*], Facsimile [\*], Telex [\*] (the "Buyer"); and
٢. [\*], a [\*] incorporated under the laws of [\*], with a registered office at [\*], Phone [\*], Facsimile [\*], Telex [\*] (the "Supplier").

**Preamble**

WHEREAS, Buyer wishes to buy, from to time, Commodity through Supplier on a spot or tom purchase basis with the right to exercise the option to cancel the Sale Transaction on the Value Date as per the terms and conditions of this Agreement; and

WEREAS, Supplier is willing to supply, from time to time, Commodity to Buyer on a spot or tom purchase basis with the right of Buyer to exercise the option to cancel the Sale Transaction on the Value Date as per the terms and conditions of this Agreement;

WHEREAS, Buyer and Supplier want to enter into this Agreement to govern every Sale Transaction made thereto;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, Buyer and Supplier hereto agree as follows:

١. The above preamble and the exhibits and appendices attached to this Agreement are deemed an integral part of this Agreement.
٢. Definitions:
  - a. "Business Day" means a day (other than Saturday or Sunday) on which banks are open for business in Riyadh, in London in case of any payments denominated in Sterling Pounds or, in New York City in case of any payments denominated in US Dollars.
  - b. "Commodity" means metals comprised or intended to be comprised in a Sale Transaction, excluding gold and silver.
  - c. "Confirmation of Sale" means the confirmation of sale given and sent by Supplier to Buyer on the Trade Date, as per the form set out in Exhibit A attached to this Agreement, for each Purchase Order made by Buyer.
  - d. "Delivery Instruction" means the instruction given by Buyer to Supplier, as per the form set out in Exhibit B attached to this Agreement, for each Sale Transaction.
  - e. "Holding Certificate" means the certificate, as per the form set out in Exhibit D attached to this Agreement, issued and sent by Supplier to Buyer on the Trade Date stating and confirming the ownership and title of Buyer for Commodity specified in the Confirmation of Sale.
  - f. "Purchase Order" means the order given by Buyer to Supplier, by telephone, informing and communicating the will and desire to buy certain type and quantity of Commodity.



- g. "Sale Cancellation" means the sale cancellation, as per the form set out in Exhibit C attached to this Agreement, by which Buyer exercises the option to cancel the Sale Purchase as per the terms and conditions of this Agreement.
  - h. "Sale Transaction" means the agreement between Supplier and Buyer for the spot or tom purchase of Commodity with the right of Buyer to exercise the option to cancel the Sale Transaction as per the terms and conditions of this Agreement.
  - i. "Taxes" means any tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing or other authority exclusively in the jurisdiction of Supplier or where the Commodity is being sold and includes any commission, penalty or other charge payable or claimed in respect thereof.
  - j. "Total Price" means the total price of Commodity for each Sale Transaction as specified in the Confirmation of Sale.
  - k. "Trade Date" means the day when Buyer places the Purchase Order and receives the Confirmation of Sale and Holding Certificate from Supplier.
  - l. "Value Date" means the day when the sold Commodity should be transferred and delivered to order of Buyer as per the Delivery Instruction.
٣. From time to time, Buyer may place Purchase Orders to buy certain Commodity and inquire Supplier to provide Buyer with a Confirmation of Sale and Holding Certificate for the purchased Commodity.
  ٤. Upon receiving the Confirmation of Sale and Holding Certificate by Buyer on the Trade Date, a Sale Transaction is deemed to be made between Buyer and Supplier for the Commodity specified in the Confirmation of Sale with the right of Buyer to exercise the option to cancel the Sale Transaction as per the terms and conditions of this Agreement.
  ٥. Buyer shall issue a Delivery Instruction on the Trade Date, instructing Supplier to deliver the purchased Commodity to the order of Buyer on the Value Date, as specified in the Delivery Instruction form, with full title guarantee together with the warrants and title documents. Effecting delivery of Commodity by Supplier shall be subject to the following conditions:
    - a. Supplier should not deliver the Commodity before ١٢:٠٠pm (Riyadh time) on Value Date; and
    - b. Buyer has not exercised the option to cancel the Sale Transaction as per clause ٦ of this Agreement.
  ٦. For each Sale Transaction, Buyer may exercise the right to cancel the Sale Transaction by sending a Sale Cancellation to Supplier at any time before ١٢:٠٠pm (Riyadh time) on the Value Date. By sending the Sale Cancellation form, the Sale Transaction shall be deemed cancelled and all rights and obligations for that particular Sale Transaction shall be deemed void.
  ٧. Buyer shall be liable for any storage and safe custody charges which shall arise if Commodity under the relevant Sale Transaction is held by Supplier for the account of Buyer for more than one London business day from the Value Date under the relevant Sale Transaction.



٨. The Total Price of any Sale Transaction, which is due and payable by Buyer, shall be free and clear of any Taxes.
٩. Annex ١ contains a list of authorised trading personnel of Supplier and Buyer. Both parties agree that Sale Transactions under this Agreement will only be entered into on behalf of Supplier and Buyer by the persons identified in Schedule ١. If any party wishes to verify the identity of any person purporting to be one of the people identified in Schedule ١, any party can do so by making a return telephone call to the telephone number specified in Annex ١. Both parties also agree to notify each other in accordance with the stipulations set below if any of the persons or contact numbers in Annex ١ change.
١٠. Notwithstanding any other provision to the contrary in any other agreement executed or to be executed between Buyer and Supplier, both Buyer and Supplier agree to waive any right to receive interest upon any outstanding payments owed to each other under the relevant Sale Transaction and this provision shall prevail over any conflicting provision contained in any other agreement signed or to be signed between Buyer and Supplier.
١١. Both Buyer and Supplier agree, as an ongoing obligation for the duration of this Agreement, to keep the terms of any Sale Confirmation or any Sale Transaction strictly confidential save to the extent that (a) such information is already in the public domain or enters into the public domain without breach of the confidentiality obligations contained herein by either Buyer or Supplier, (b) the disclosure of confidential information relating to any Sale Confirmation or any Sale Transaction to which it relates made hereunder is required by a governmental or regulatory body having lawful authority to do so, is necessary or desirable for the purpose of seeking professional advice or is required by law or court order or (c) both Buyer and Supplier waive such reciprocal duty of confidentiality by prior mutual agreement.
١٢. Both Buyer and Supplier represent and covenant (on the date hereof and deemed to be repeated on each occasion that a Sale Transaction is entered into hereunder) that: (i) each of Buyer and Supplier has the legal capacity to enter into the arrangements set out in this Agreement and/or any Sale Confirmation and any Sale Transaction entered into hereunder; (ii) the execution by each Buyer and Supplier of this Agreement and/or any Sale Confirmation and any Sale Transaction entered into hereunder and each document delivered by Buyer or Supplier pursuant to it is, or will be, duly authorised; (iii) this Agreement and/or any Sale Confirmation and any Sale Transaction entered into hereunder will be binding upon, and enforceable against, each Buyer and Supplier (subject to generally applicable insolvency laws, applicable restrictions upon enforcement due to public policy and principles of equity in each party's respective jurisdictions) and will not violate the terms of any legal agreement to which either Buyer or Supplier is a party to; and (iv) each Buyer and Supplier has and will at all material times maintain all necessary authorisations, approvals, licences and consents required to enable it lawfully to perform its respective obligations under this Agreement and/or any Sale Confirmation and any Sale Transaction entered into hereunder.
١٣. Buyer and Supplier agree that neither party's rights or obligations arising under this Agreement or under any Sale Confirmation or any Sale Transaction made hereunder shall be capable of being assigned without the prior written consent of the other party.
١٤. Any notice given hereunder or pursuant to any Sale Transaction made hereunder shall be in writing using the communication details set out below or to such other telex or facsimile number as either party shall previously have notified to the other. Notice by telex or

facsimile shall be deemed effective at the time of transmission of the telex or facsimile, provided that the appropriate answerback or transmission report shall have been received.

<u>Party</u>	<u>Address</u>	<u>Facsimile</u>	<u>Telex</u>
.....	.....	.....	.....
	FAO: Precious Metals Operations		
Bank Al Bilad	[ ]	[ ]	[ ]
	FAO:		

١٥. Buyer and Supplier expressly acknowledge that failure by either party to sign any Sale Confirmation made pursuant to this Agreement shall not invalidate the oral agreement to sell the Commodity concluded by telephone on the Trade Date. Confirmations made hereunder shall be in substantially the same form as that set out in Appendix A hereto.

١٦. Both Buyer and Supplier expressly agree that this Agreement and/or any Sale Confirmation made hereunder are governed by, and shall be construed in accordance with, English law subject to the requirement that, if any provision of English law directly applicable to this Agreement or to any Sale Confirmation made hereunder is expressly contrary to the rules of Islamic Shariah law, then the relevant rule of Islamic Shariah law shall prevail over the conflicting provision of English law. Any dispute or claim arising in connection with this Agreement or any Sale Confirmation or Sale Transaction entered into hereunder shall be finally resolved by means of binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said ICC Arbitration Rules and any such arbitral award obtained shall be final and binding upon both parties. The place of such arbitration shall be London and the language of such arbitration shall be English.

**IN WITNESS** whereof the duly authorized representatives of the Buyer and Supplier have executed this Agreement on the date first above written.

**Signed For and on Behalf of BANK ALBILAD**

By : .....

By : .....

Name :

Name :

Title :

Title :





Date : .....

Date : .....

Signed For and on Behalf of .....

By : .....

By : .....

Name :

Name :

Title :

Title :

Date : .....

Date : .....

Exhibit A

Confirmation of Sale

FROM: [\*]  
ATTENTION: [\*]  
EMAIL: [\*]  
FAX NUMBER: [\*]  
TELEPHONE NUMBER: [\*]

Transaction Reference Number: [\*]  
Related Reference: [\*]

DATE: [\*]

TO: Bank Al Bilad, Riyadh ("Buyer")  
FAX NUMBER: [\*]  
YOUR REF: [\*]

Dear Sirs,

The purpose of this Confirmation of Sale is to confirm the terms and conditions of the Sale Transaction entered into between us according to the Purchase Order received from you on the Trade Date specified below. We hereby confirm the sale of the Commodity (as defined below) by us to you as follows:

Commodity:	[detailed description of commodity]
Quantity of Metal:	[GOZ ]
Price per Unit in USD:	[USD ]
Commission Price:	[ ]
[Total Price in USD]:	[USD ]
Value Date:	[ ]
[Deliverer of Commodity]:	[ Account]
[Location]:	[ ]

Once legal title to the Commodity identified above has been transferred to you and the Holding Certificate has been issued, the Commodity will be held in storage by us to your order pending receipt of further instructions from you and a copy of the relevant Holding Certificate will be sent to you and no transaction whatsoever shall be carried using the Commodity following its sale to you and prior to any disposal by you to a third party or your exercise of the Sale Cancellation option.

This Confirmation of Sale and Sale Transaction shall be subject to the terms and conditions of the Master Conditional Purchase Agreement dated [\*] (the "Agreement") and all terms used in this Confirmation of Sale shall have the same meaning ascribed to them in the Agreement.

Payment Instructions:

[Account with Institution]: [Currency Account]  
We, [\*], executed this Transaction as principal.

Please notify any discrepancies to us within ۲ Business Days. You will be deemed to have accepted the contents of this Sale Confirmation if you fail to notify us of any discrepancies.

**Exhibit B**  
**Delivery Instructions**

FROM: Bank Al Bilad, Riyadh  
TELEPHONE NUMBER: [\*]  
FAX NUMBER: [\*]  
OUR REFERENCE: [\*]  
  
TO: [\*]  
FAX NUMBER: [\*]  
TELEPHONE NUMBER: [\*]  
ATTENTION: [\*]  
  
DATE: [\*]

Dear Sirs,

We refer to our purchase of Commodity as per the Sale Confirmation reference number [\*] dated [\*] on the Trade Date, which is specified below:

Commodity:	[detailed description of commodity]
Commodity Description:	[ ]
Quantity of Metal:	[GOZ ]
Trade Date:	[ ]
Value Date:	[ ]

We hereby instruct you to deliver the Commodity with full title together with the title documents held to our order and which forms the subject of the Sale Transaction to the Purchaser for value on the Value Date by delivery of the Commodity to the Purchaser's account with you.

This Delivery Instructions and Sale Transaction shall be subject to the terms and conditions of the Master Conditional Purchase Agreement dated [\*] (the "Agreement") and all terms used in this Delivery Instructions shall have the same meaning ascribed to them in the Agreement.

For and on behalf of  
Bank Al Bilad

.....  
cc: to the Purchaser  
For and on behalf of

.....  
.....

Please confirm your agreement to the terms set out above by signing below.

For and on behalf of  
Bank Al Bilad



**Exhibit C**  
**Sale Cancellation**

FROM: Bank Al Bilad, Riyadh  
TELEPHONE NUMBER: [\*]  
FAX NUMBER: [\*]  
OUR REFERENCE: [\*]  
  
TO: [\*]  
FAX NUMBER: [\*]  
TELEPHONE NUMBER: [\*]  
ATTENTION: [\*]  
  
DATE: [\*]

Dear Sirs,

We refer to our purchase of Commodity as per the Confirmation of Sale reference number [\*] dated [\*] on the Trade Date, which is specified below:

Commodity:	[detailed description of commodity]
Commodity Description:	[ ]
Quantity of Metal:	[GOZ ]
Trade Date:	[ ]
Value Date:	[ ]

And as per the terms and condition of the Master Conditional Purchase Agreement interred into between us on [\*], particularly clause ٦ of the Agreement, We hereby exercise our right to cancel the above mentioned Sale Transaction. Accordingly, the above mentioned Sale Transaction is deemed cancelled and void.

This Sale Cancellation and Sale Transaction shall be subject to the terms and conditions of the Master Conditional Purchase Agreement dated [\*] (the "Agreement") and all terms used in this Sale Cancellation shall have the same meaning ascribed to them in the Agreement.

For and on behalf of  
Bank Al Bilad

**Exhibit D**  
**Holding Certificate**

We confirm that ..... was the sole legal owner of the Commodity below held at [location of storage] immediately before transfer of legal title to Bank Al Bilad.

Commodity:	[description of commodity]
[Location]:	[ ]
[Price Per Unit]:	[USD ]
[Quantity of Metal]:	[GOZ ]
[Total Price in USD]:	[USD ]
Transaction Reference Number:	[ ]
Contract Date:	[ ]
Value Date:	[ ]

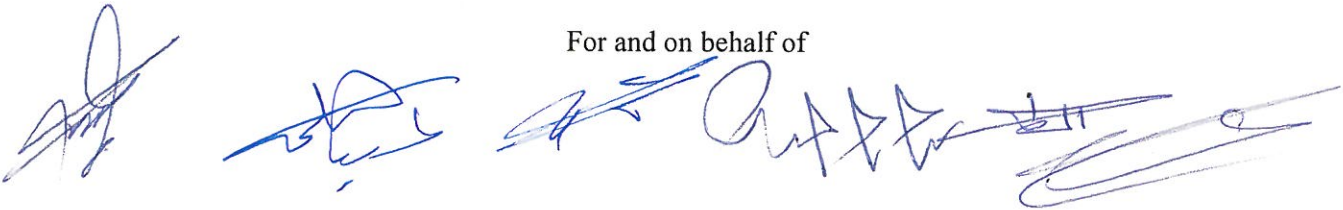
The Commodity identified above has been sold to Bank Al Bilad, Riyadh on [insert Value Date].

As of the Value Date, legal title to the Commodity is transferred to Bank Al Bilad and the Commodity identified above is held in storage by us for the account of Bank Al Bilad pending receipt of further instructions from Bank Al Bilad.

Bank Al Bilad shall be liable for any storage and safe custody charges which shall arise if the Commodity is held by us for its account for more than one London business day from the Value Date.

Bank Al Bilad shall be responsible for price risks associated with the ownership of the Commodity as long as the Commodity is held for Bank Al Bilad.

For and on behalf of





Annex ١

List of Authorised trading personnel of each party:

Representatives of .....

Name

Telephone

**Representatives of Bank AlBilad – Saudi Arabia (“Bank”)**

Name

Telephone

- |                       |                               |                |
|-----------------------|-------------------------------|----------------|
| ١. Adel Ali Bin Fayek | – Head of Islamic Investments | +٩٦٦ ١ ٤٧٦٣٦١٠ |
| ٢. Mhanna Abalkhail   | – Islamic Investments         | +٩٦٦ ١ ٤٧٦٣٩٦١ |
| ٣. Adel Al Somali     | – Islamic Investments         | +٩٦٦ ١ ٤٧٦٤٢٣٦ |
| ٤. Sultan Al Hammad   | – Islamic Investments         | +٩٦٦ ١ ٤٧٦٤٢٥٨ |

.....  
For and on behalf of  
.....

.....  
Please confirm your agreement to the terms set out above by signing below.

For and on behalf of  
Bank Al Bilad

.....

**MASTER LC MURABAHA SALE AGREEMENT**

This Master LC Murabaha Sale Agreement (this "Agreement") is made and entered into as of this [\*] day of [\*], ٢٠٠[\*], by and between:

٣. Bank Albilad, a Saudi Arabian Joint Stock Company incorporated under the laws of the Kingdom of Saudi Arabia, with a registered office at Al-Malaz, P.O. Box ١٤٠, Riyadh ١١٤١١, Phone [\*], Facsimile [\*], Telex [\*] (the "Seller"); and
٤. [\*], a [\*] incorporated under the laws of [\*], with a registered office at [\*], Phone [\*], Facsimile [\*], Telex [\*] (the "Purchaser").

**Preamble**

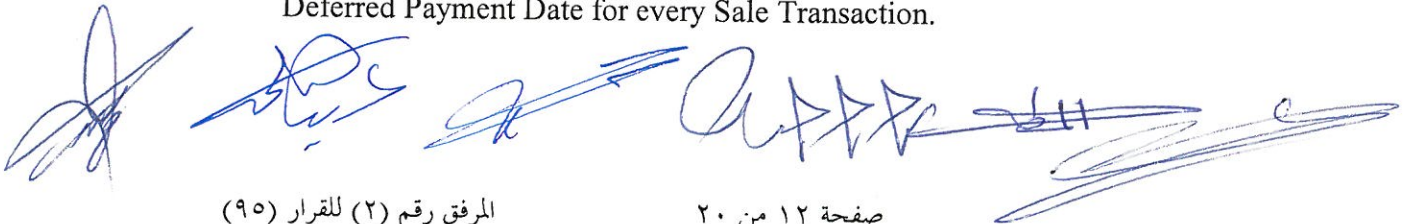
WHEREAS, Seller wishes to sell, from time to time, Commodity to Purchaser on a deferred payment basis guaranteed by LC as per the terms and conditions of this Agreement;

WHEREAS, Purchaser is willing to purchase, from time to time, Commodity from Seller on a deferred payment basis guaranteed by LC as per the terms and conditions of this Agreement; and

WHEREAS, Seller and Purchaser want to enter into this Agreement to govern every Sale Transaction made thereto;

Now, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereto agree as follows:

١. The above preamble and the exhibits attached to this Agreement are deemed an integral part of this Agreement.
٢. Definitions:
  - a. "Business Day" means a day (other than Saturday or Sunday) on which banks are open for business in Riyadh, in London in case of any payments denominated in Sterling Pounds or, in New York City in case of any payments denominated in US Dollars.
  - b. "Commodity" means metals comprised or intended to be comprised in a Sale Transaction, excluding gold and silver.
  - c. "Confirmations" means, collectively, the Sale Confirmation and the Purchase Confirmation for each Sale Transaction.
  - d. "Deferred Payment Date" means the payment due date of Total Price for Sale Transaction.
  - e. "Delivery Instruction" means the instruction given by Seller to its broker or the holder of the Commodity, as per the form set out in Exhibit C attached to this Agreement, for each Sale Transaction to deliver the Commodity to the order of the Purchaser.
  - f. "Issuing Bank" means the bank, acceptable to Seller, which is instructed by Purchaser to issue LC for the benefit of Seller for each Sale Transaction.
  - g. "LC" means an irrevocable standby letter of credit for the benefit of Seller, as per the form set out in Exhibit E attached to this Agreement, issued by Issuing Bank pursuant to the instructions of Purchaser to guarantee payment of Total Price on the Deferred Payment Date for every Sale Transaction.





- h. "Purchase Confirmation" means the confirmation issued and sent by Purchaser to Seller, as per the form set out in Exhibit B attached to this Agreement, acknowledging and confirming the terms of Sale Transaction provided in the Sale Confirmation.
  - i. "Sale Acceptance" means the acceptance of Seller to sell Commodity to Purchaser as specified in clause ٨ of this Agreement.
  - j. "Sale Confirmation" means the confirmation issued and sent by Seller to Purchaser, as per the form set out in Exhibit A attached to this Agreement, providing the terms upon which Purchaser will purchase from Seller the Commodity and containing, *inter alia*, details of the quantity, type and description of Commodity, Total Price and Deferred Payment Date.
  - k. "Sale Transaction" means any agreement between Seller and Purchaser for the tom or spot purchase of Commodity on a deferred payment basis guaranteed by LC as per the terms and condition of this Agreement.
  - l. "Total Price" means the amount payable by Purchaser for the purchased Commodity on the Deferred Payment Date, which includes any value added tax, sales tax or other similar tax with respect thereto.
  - m. "Trade Date" means the day when Seller conveys to Purchaser its wish to sell certain type and quantity of Commodity, Confirmations are exchanged between the Seller and Purchaser and the Purchaser procures issuance of an LC acceptable to the Seller which shall be issued directly to the Seller by the LC issuing bank.
  - n. "Value Date" means the day when title to the sold Commodity should be transferred and delivered to Purchaser.
٣. From time to time, Seller may wish to sell to Purchaser and Purchaser may request to buy from Seller a certain type and amount of Commodity. Seller and Purchaser may convey and communicate to each other their respective request and wish by telephone.
  ٤. In the event that Seller wishes to sell the requested Commodity and enter into a Sale Transaction, Seller shall advise Purchaser, by telephone, the proposed terms thereof, and if such terms are acceptable to Purchaser, Purchaser shall advise Seller, by telephone, of its acceptance.
  ٥. Upon the acceptance to purchase the Commodity by Purchaser as provided in clause ٤ of this Agreement, Seller shall issue and send to Purchaser a Sale Confirmation on Trade Date.
  ٦. Purchaser shall review the Sale Confirmation received from Seller and if Purchaser finds that the Sale Confirmation accurately reflects the terms that have been conveyed and accepted by telephone, Purchaser shall issue and send to Seller a Purchase Confirmation and an LC guaranteeing the Total Price of the Sale Transaction before ٦:٠٠pm (Riyadh time) on Trade Date.
  ٧. Seller shall issue a Delivery Instruction on Trade Date, instructing its broker to deliver title to the purchased Commodity to Purchaser on Value Date with full title guarantee together with the warrants and title documents. Effecting delivery of Commodity by the broker shall be subject to the conditions setout in clause ٨ of this Agreement.

المرفق رقم (٢) للقرار (٩٥) صفحة ١٣ من ٢٠

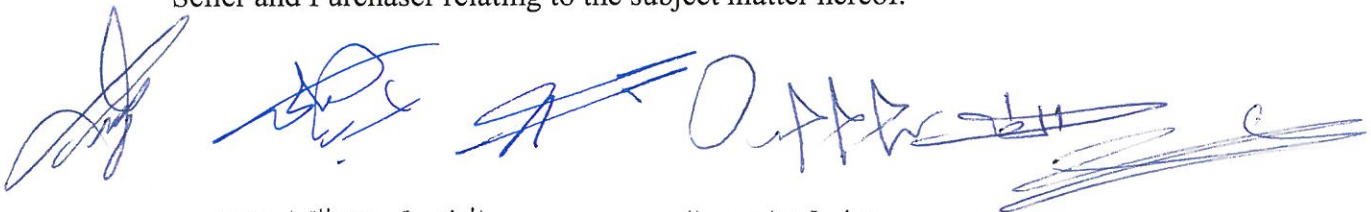


٨. In case Seller, for whatever reason, did not receive the Purchase Confirmation and/ or LC before ٦:٠٠ pm (Riyadh time) on Trade Date as specified in clause ٦ of this Agreement, the Sale Transaction subject to such Purchase Confirmation and/ or LC shall be deemed cancelled. Seller, however, shall have the right to accept that Sale Transaction, which has been cancelled, by sending a Sale Acceptance to Purchaser before ١٢:٠٠ pm (Riyadh time) on Value Date and Purchaser shall be bound to conclude the Sale Transaction according to such Sale Acceptance. Otherwise, all Confirmations shall be cancelled and void and Seller shall cancel the Delivery Instruction given to its broker
٩. In case a Sale Transaction is cancelled due to negligence or misconduct of the Purchaser , Seller may impose a penalty on Purchaser, to be agreed upon, to recover all fees and cost related to such Sale Transaction .
١٠. Purchaser shall pay Seller the Total Price for each Sale Transaction on the Deferred Payment Date and in accordance with the payment instructions specified by Seller in the Sale Confirmation.
١١. Risk in and title over Commodity shall pass to Purchaser upon delivery in accordance with the Delivery Instruction.
١٢. Seller and Purchaser represent and covenant to each other that:
  - a. It has the legal capacity to enter into this Agreement and Sale Transactions hereby contemplated;
  - b. Its execution of this Agreement and each document delivered by it under this Agreement is and will be duly authorized;
  - c. This Agreement and each Sale Transaction entered into pursuant to the terms and conditions of this Agreement will be binding on and enforceable against it (subject to generally applicable insolvency laws and principles of equity) and will not violate the terms of any agreement to which it is party; and
  - d. It has and will at all times maintain all authorizations, approvals, licences and consents required to enable it to lawfully perform its obligations under this Agreement.
١٣. Seller represents and covenants that it has not created and will not create any charge or encumbrance, and has not granted and will not grant any third party rights, over its interest in such Commodity, unless the Sale Transaction has been cancelled pursuant to clause ٨ of this Agreement.
١٤. Purchaser agrees not to sell the purchased Commodity back to the supplier or broker of Seller.
١٥. The representations and covenants in this Agreement shall be deemed to be repeated on each Sale Transaction.
١٦. All sums payable by Purchaser hereunder and under each Sale Transaction shall be paid without set-off, withholding, counterclaim or deduction whatsoever and shall be free from any tax or other deductions whatsoever, unless any such deduction shall be compelled by law. In such event, Purchaser shall pay to Seller such further amounts, as may be necessary, in order that the net amounts received by Seller, after such deduction, withholding or tax, shall equal the amounts which would have been received in the absence of such deduction, withholding or tax.

المرفق رقم (٢) للقرار (٩٥) صفحة ١٤ من ٢٠



١٧. Where any payment hereunder and/or under a Sales Transaction is due on a day which is not a Business Day, the due date shall be the next following Business Day; however, the amount to be paid on such day shall not be changed.
١٨. Purchaser agrees to pay on demand all reasonable costs and expenses (including legal fees) incurred by Seller in connection with the preservation and/or enforcement by action of its rights under this Agreement or any Sale Transaction, except where such costs and expenses were incurred as a consequence of a "Force Majeure".
١٩. In the event that any provision of this Agreement or any Sale Transaction shall, for any reason, be held to be invalid or unenforceable in any respect under the applicable law of the Kingdom of Saudi Arabia, such invalidity or unenforceability shall not affect any other provision hereof.
٢٠. Except for the provision of LC, neither of Seller or Purchaser shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement or under any Sale Transaction without the prior written consent of the other.
٢١. Any notice given hereunder shall be in writing using the communication details set out in Appendix [\*] attached to this Agreement or such other telex or facsimile number as both Seller and Purchaser shall previously have notified to each other. Notice by telex or facsimile shall be deemed effective at the time of transmission of the telex or facsimile, provided that the appropriate answerback or confirmation of transmission receipt shall have been received.
٢٢. Neither the Purchaser nor the Seller shall be liable to the other for delays in the performance of this Agreement or any Sale Transaction made thereto caused by circumstances beyond its reasonable control, including but not limited to, acts of God, wars, earthquakes, government restrictions or other causes beyond either the Purchaser or the Seller's reasonable control. In the event of any such delay, the performance by either shall be extended equitably based on the duration, nature or reason of the delay. Whichever of the Purchaser or the Seller shall notify in writing of any such events or circumstances promptly after their occurrence.
٢٣. This Agreement may be amended, supplemented, or otherwise modified only by means of written instrument signed by Seller and Purchaser. Any waiver of any rights or failure to act in specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.
٢٤. This Agreement and all Confirmations and data in any form, supplied by Seller in any Sale Transaction shall be treated by Purchaser as confidential. To the extent the Agreement and such Confirmations or data are retained by Purchaser, they shall be kept in a safe place and shall be made available to third parties only as authorized by the Seller in writing or pursuant to any order or request of a court or regulatory body having appropriate jurisdiction.
٢٥. This Agreement, not including the L/C, shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and in consistency with Islamic Shariah rules.
٢٦. This Agreement constitute the entire agreement between Seller and Purchaser with respect to the subject matter hereof and supersedes all prior agreements or understandings between Seller and Purchaser relating to the subject matter hereof.



٢٧. This Agreement may be executed in two identical counterparts that together shall be original and constitute one and the same instrument.

٢٨. Any dispute arising out or related to this Agreement may be instituted in a court of competent jurisdiction in the city of Riyadh, Kingdom of Saudi Arabia.

**IN WITNESS** whereof the duly authorized representatives of the Seller and Purchaser have executed this Agreement on the date first above written.

---

**Signed For and on Behalf of BANK ALBILAD**

By : .....

By : .....

Name :  
Title :

Name :  
Title :

Date : .....

Date : .....

---

**Signed For and on Behalf of .....**

By : .....

By : .....

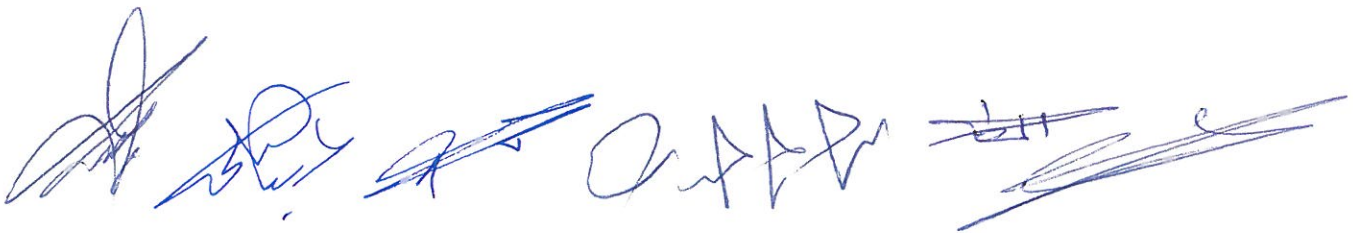
Name :  
Title :

Name :  
Title :

Date : .....

Date : .....

---





**Exhibit A**  
**Sale Confirmation**

From : BANK AL BILAD ("Seller")  
Our Reference : [\*]  
To : [\*] ("Purchaser")  
Attn. : [\*]  
Date : [\*]

Dear Sirs,

We refer to our telephone conversation dated [\*] and confirm, hereby, the terms of the Sale Transaction, which are as follows:

- (i) Commodity: [\*] (Detailed Description of goods)
- (ii) Quantity: [\*] (Weight in oz.,ton etc.)
- (iii) Commodity Description: [\*]
- (iv) Price: USD/GBP/ SAR [\*] (Price per oz.,ton etc.)
- (v) Total Price: [\*] (Total price payable)
- (vi) Deferred Payment Date: [\*]
- (vii) Delivery Date: [\*]
- (viii) Delivery: [\*] (detailed description of warehouse, vault etc. )

Your payment of the Total Price is to be made on the Deferred Payment Date to our account with [\*].

This Sale Confirmation and Sale Transaction shall be subject to the terms and conditions of the Master LC Murabaha Sale Agreement dated [\*] (the "Agreement") and all terms used in this Sale Confirmation shall have the same meaning ascribed to them in the Agreement.

Signed .....

**Bank Al Bilad.**  
Riyadh, Kingdom of Saudi Arabia



**Exhibit B**  
**Purchase Confirmation**

From : [\*] ("Purchaser")  
Our Reference : [\*]  
To : Bank Al Bilad ("Seller")  
Our Reference : [\*]  
Attn. : [\*]  
Date : [\*]

Dear Sirs,

We refer to your Sale Confirmation dated [\*] (the "Sale Confirmation") and confirm that the Sale Confirmation accurately records our agreement over the telephone as to the terms of the Sale Transaction entered into between us, which is as follows:

- (i) Commodity: [\*] (Detailed Description of goods)
- (ii) Quantity: [\*] (Weight in oz.,ton etc.)
- (iii) Commodity Description: [\*]
- (iv) Price: USD/ GBP/ SAR [\*] (Price per oz.,ton etc.)
- (v) Total Price: [\*] (Total price payable)
- (vi) Deferred Payment Date: [\*]
- (vii) Delivery Date: [\*]
- (viii) Delivery: [\*] (detailed description of warehouse, vault, etc.)

Our payment of the Total Price will be made on the Deferred Payment Date to your account with [\*].

Upon your receipt of this Purchase Confirmation, a Sale Transaction shall be created in accordance with the terms and conditions of the Master LC Murabaha Sale Agreement dated (the "Agreement") and all terms used in this Purchase Confirmation shall have the same meaning ascribed to them in the Agreement.

Signed .....  
For and on behalf of [\*]





**Exhibit C**  
**Delivery Instructions**

FROM: Bank Al Bilad, Riyadh  
TELEPHONE NUMBER: [\*]  
FAX NUMBER: [\*]  
OUR REFERENCE: [\*]

TO: [\*] ("Broker")  
FAX NUMBER: [\*]  
TELEPHONE NUMBER: [\*]  
ATTENTION: [\*]  
DATE: [\*]

Dear Sirs,

We refer to our sale (the "Sale Transaction") of the Commodity (as defined below) to [insert name of purchaser] (the "Purchaser") on the trade date specified below ("Trade Date"):

Commodity: [detailed description of commodity]  
Commodity Description: [\*]  
Quantity of Metal: [GOZ            ]  
Trade Date: [\*]  
Value Date: [\*]

We hereby instruct you to deliver the Commodity with full title together with the title documents held to our order and which forms the subject of the Sale Transaction to Purchaser for value on the Value Date by delivery of the Commodity to the Purchaser's Commodity account with you.

For and on behalf of  
Bank Al Bilad

.....  
cc: to the Purchaser



**Exhibit D**

Irrevocable Standby Letter of Credit

To: Bank Albilad

At the request of our customer [*the name of Purchaser*], [*the address of Purchaser*] (the "Applicant"), and subject to the terms and conditions below, we hereby irrevocably undertake to pay to you (without regard to any objection, notice or claim of any kind from the Applicant or any other party or any discussion whatsoever) an amount of [*LC Amount*] on [*the Deferred Payment Date*] at [*Account Details*] or at such other account as may be notified to us by you upon written tested telex or authenticated SWIFT declaration prior to aforementioned payment date.

This Letter of Credit is available for payment at our counters at sight, but not earlier than [*Deferred Payment Date*]. Only one drawing may be made under this Letter of Credit.

Payment as detailed above will be effected by us without requirement of any documentary presentation on your part.

This Letter of Credit becomes operative subject to and conditional upon receipt of [*amount in words*] on [*Settlement Date*] into [*Specified Account Details*] and if such amount has not been received by such date the effective date of this standby letter of credit will be the date on which funds are remitted as detailed above.

This Letter of Credit will expire on [*the Deferred Payment Date*] only after payment by us in accordance with the above.

The benefit of this Letter of Credit is not assignable in whole or in part.

This Letter of Credit is not transferable.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500.

Regards,

[\*] ("Issuing Bank")

