



BNP PARIBAS

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ISLAMIC COMMODITY MURABAHAH DEPOSIT ACCOUNTS PRODUCT SCHEDULE

Note: This Product Schedule is only applicable to Commodity Murabahah Term Deposit Accounts

This document constitutes a Product Schedule as referred to in the Agreement. The provisions of this Product Schedule shall only apply to the extent you have elected for, and from the time we have agreed to open, an Islamic Deposit Account for you as indicated in any Account Opening Documentation.

This Product Schedule supplements the BNP Paribas General Islamic Banking Terms and Conditions (the "**Conditions**"). Capitalised terms not otherwise defined in this Product Schedule shall have the meaning given to them in the Conditions.

In the event of any inconsistency between the provisions of this Product Schedule and the Conditions, this Product Schedule shall prevail.

The terms in this Product Schedule shall be supplemented by the relevant Electronic Terms corresponding to each Electronic Platform by which the Shariah Compliant Account is accessed or used at any point in time.

ABOUT THIS DOCUMENT

This Product Schedule supplements and should be read in conjunction with the Conditions and, in particular, Clause 2.1(g), Clause 5 (*Fees and Taxes*), Clause 6 (*Indemnity and Exclusion of Liability*), Clause 7 (*Termination*) and Clause 14.4 (*Variation*) of the Conditions.



Part A – General

1. ISLAMIC COMMODITY MURABAHAH DEPOSIT ACCOUNT

Subject to and in accordance with the terms of this Product Schedule, the relevant Operational Materials, the relevant Electronic Terms and the Conditions, we agree to provide to you the Islamic Commodity Murabahah Deposit Account.

A Commodity Murabahah Deposit Account is a Time Deposit.

2. PROHIBITION OF RIBA

- 2.1. The imposition and taking of *Riba* (usury) are prohibited in Islam on any lending and borrowing. All references to "interest" in the context of usury in the Agreement is deleted and, to be replaced with "profit" (where applicable).
- 2.2. Notwithstanding the provisions of the Agreement, you and us recognise and agree that the principle of the payment of interest is repugnant to Shariah and accordingly, to the extent that laws of Malaysia would impose, whether by contract or by statute, any obligation to pay interest, you and us irrevocably, unconditionally and expressly waive and reject any entitlement to recover interest from each other. Further, each of you and us agree that no payments, fees, charges, costs or expenses to be paid to the other in relation to a Shariah compliant Account is intended or shall be construed as a payment of interest.

3. SHARIAH COMPLIANCE

- 3.1. You represent and warrant, at all times until the termination of the Agreement, that you are satisfied that the provisions of the Agreement, each transaction document and each transaction do not contravene any applicable law including the principles of Shariah.
- 3.2. You agree that any dispute and/or uncertainty as to whether any provision(s), concept(s) and/or word(s) in the Agreement and this Product Schedule complies with the rules, principles and parameters of Islamic law and Shariah principles shall be conclusively determined and resolved by reference to the views of our Shariah Committee.

4. DEPOSITS & MURABAHAH TRANSACTIONS

- 4.1. **Deposits & requirement for Purchase Order (PO):** You may make deposits by first delivering to us a duly completed PO on a business day no later than 3 Business Days prior to the Purchase Date stated in that PO (or such other later date as may be acceptable to us).
- 4.2. Purchase of Commodities
 - (a) **Murabahah Transaction:** Upon receiving the PO, we (in our capacity as your agent) will purchase, at such time as we shall in our sole discretion determine, the Commodities from the Supplier (or such other supplier) at the Purchase Price set out in that PO. You are solely responsible for the selection of Commodities by us (as your agent) and for ensuring that the Commodities are "*Eligible Commodities*" (as defined below). Once the Commodities have been acquired, we (in our own capacity) will, subject to Paragraph 4.3(a), offer to buy from you those same Commodities.
 - (b) **Murabahah Contract:** A Murabahah Contract shall be created as between you and us:-
 - (i) by the delivery of an NOA by us to you and the counter-signature by you (or agent on your behalf) of the NOA; and
 - (ii) upon the terms of the relevant NOA and incorporating all of the terms and conditions of the Agreement. In the event of conflict between the terms and conditions contained in the relevant NOA and the Agreement, the terms and conditions contained in relevant NOA shall prevail.
 - (c) **Payment for the Commodities by you:** You will deposit into our account such funds as may be necessary for us to complete a purchase of Commodities and to enable us to effect the payment of the Purchase Price on the relevant Purchase Date.



- (d) **Physical delivery of Commodities:** The Commodities comprised in a PO shall be capable of physical delivery. You may request for physical delivery of the Commodities provided we shall have received: (i) such instruction from you; and (ii) payment for the Commodities. If you have requested for physical delivery but we have not received payment for the Commodities, you expressly authorise us to dispose of the Commodities, at such time and in such manner as we may in our absolute discretion determine.

You will bear all costs associated with the physical delivery of the Commodities (including but not limited to the funding costs, delivery costs, storage costs and insurance/takaful). You shall, on demand, indemnify us against any funding or other costs, loss, expenses or liability sustained or incurred by us as a result of your request for the physical delivery of the Commodities and your failure to make payment for the Commodities (including your failure to comply with your obligation to effect the payment of such Commodities to the Supplier).

- (e) **Additional costs:** We will inform you of any additional costs incurred by us (and in respect of which we shall, at your cost, provide any supporting documents or evidence reasonably requested by you) promptly following the purchase of any Commodities by us from the relevant Supplier. You will, immediately on demand, reimburse us for any additional costs incurred in relation to the purchase of Commodities in the currency in which they were incurred or promptly settle such additional costs on our behalf if requested to do so by us.

4.3. Sale of Commodities

- (a) **The Notice of Offer and Acceptance (NOA) on the sale of Commodities by you:** Once we have acquired the Commodities (on your behalf) and provided that:-

- (i) we have not received from you a request for physical delivery of the Commodities; and
- (ii) you have opted to sell the Commodities to us by ticking the relevant box in the PO,

we will offer to buy those same Commodities from you by issuing to you an NOA. The NOA will set out the Deferred Price and the Deferred Payment Date.

- (b) **The Notice of Offer and Acceptance (NOA) to be counter-signed Immediately:** Immediately upon your (or your agent's) receipt of such NOA, you (or your agent on your behalf) shall deliver to us a duly counter-signed NOA by 3.00 p.m. on the same day on which we delivered that NOA to you (or at such other time as we may agree) ("**Closing Time**"). You and us agree that time is of the essence in the consummation of each Murabahah Contract. Any NOA that is not received by us duly counter-signed and before the Closing Time is void. You shall indemnify us on demand and hold us harmless from and against all claims, suits, actions, funding and other costs, expenses, taxes, liabilities, losses and damages of whatsoever nature suffered or incurred by the us resulting from your failure to send the counter-signed NOA within the time specified or at all.

- (c) **Failures in delivery or payment:** Neither you nor us shall be liable to the other in respect of a failure to make a delivery of the Commodities or payment on the due date if such failure is caused (directly or indirectly) by an error or omission of an administrative or operational nature, and funds or the Commodities (as the case may be) were available to such of you or us to enable you or us to make the relevant payment or delivery when due, provided that such error or omission is remedied within three (3) Business Days of receipt of a notice served by the non-defaulting party requiring the defaulting party to rectify such failure.

5. TERMS APPLICABLE TO THE MURABAHAH TRANSACTIONS

- 5.1. **Conditions on Commodities:** All transactions on any Commodities and all sales of Commodities by you to us, must satisfy the conditions and requirements below:

- (a) **Eligible Commodities:** The Commodities are Eligible Commodities.



- (b) **Maturity:** Commodities may be sold to us (as purchaser) on deferred payment term for such period as mutually agreed between you and us.
- (c) **Currency:** The proceeds from any Murabahah Transaction will be in Ringgit Malaysia (or such other currencies as you and us may agree from time to time).

5.2. **Transfer of Ownership and Title (purchase by you from Supplier)**

- (a) In relation to a purchase of Commodities by you (through us as your agent) from the Supplier, ownership of, and title to, the relevant Commodities (together with all rights and obligations relating to those Commodities, including the benefit of all of the Supplier's warranties and representations which are capable of being so transferred) shall immediately be transferred, passed to and be vested in you, on the Purchase Date with the passing of the same to us (in each case subject to and in accordance with the terms and conditions of the purchase of the Commodities by us (as your agent) from the Supplier).
- (b) No warranty is given by us relating to the Commodities (whether arising by implication, by law or statute or otherwise) and, without prejudice to the generality of the foregoing, any such warranty or representation is hereby expressly excluded to the extent permitted by law.

5.3. **Transfer of Ownership and Title (sale by you to us)**

- (a) Ownership of, and title to, the relevant Commodities (together with all rights and obligations relating to those Commodities, including the benefit of all of the Supplier's warranties and representations which are capable of being so transferred) shall immediately be transferred, passed to and be vested in us, on the Purchase Date immediately following the passing of such title, ownership, rights and interests to you from the Supplier as set put in Paragraph 5.2 above.
- (b) The Commodities which is the subject of any Murabahah Contract shall be sold by you to us (as the purchaser) upon terms identical to those applicable to the sale of such Commodities by the Supplier to us (as your agent) other than in relation to (i) the amount of the Deferred Price to be paid by us to you for such Commodities and (ii) the deferred payment basis applicable to such payment.
- (c) The Commodities are sold by you to us on an as-is where-is basis and we shall have the right to request for physical delivery of such Commodities once it has been purchased from you.

5.4. **Transfer of Risk**

- (a) Risk in all Commodities purchased by us (as your agent) from the Supplier will pass to you at the time when title to such Commodities passes to you pursuant to Paragraph 5.2 (*Transfer of Ownership and Title (purchase by you from Supplier)*) (subject to and in accordance with the terms and conditions of the purchase of the Commodities by us (as your agent) from the Supplier).
- (b) The risk in all Commodities purchased by us from you will pass to us at the time when title to such Commodities passes to us pursuant to Paragraph 5.3 (*Transfer of Ownership and Title (sale by you to us)*) (subject to the risk in all Commodities having passed you).

5.5. **Acceptance of Commodities:** You agree that upon delivery or transfer of the Commodities from the Supplier, you are deemed to have accepted such Commodities unconditionally and without reservations and shall have no further remedy against us in respect of their quality, condition, quantity, description, title or otherwise.

5.6. **Waiver of claims:** Without prejudice to Paragraph 5.5 (*Acceptance of Commodities*), you waive any claims which you may have against us in respect of any loss or damage which you, your directors, officers, employees or agents may suffer by reason of, or arising out of or in connection with, us having placed an order for purchase of Commodities with a Supplier, having taken title or having failed to take title to the Commodities or having sold the Commodities to us. After the creation of a Murabahah Contract, we shall have no liability in respect of loss, damage or deterioration of any Commodities in transit.



- 5.7. **Indemnity:** You shall indemnify us on demand and hold us harmless from and against all claims, suits, actions, costs, expenses, taxes, liabilities, losses and damages of whatsoever nature relating to or arising out of or in connection with us having placed an order for purchase of Commodities with a Supplier, having taken title to the Commodities or having sold the Commodities to us under the Agreement or any Murabahah Contract.
- 5.8. **Multiple Murabahah Contracts:** Multiple Murabahah Contracts shall not be entered into simultaneously on the same Commodities.
- 5.9. **Cancellation of Murabahah Contracts:** A Murabahah Contract shall be cancelled without any liability whatsoever on us if for any reason title to the relevant Commodities is not passed to us by the Supplier on the applicable Deferred Payment Date.
- 5.10. **Miscellaneous**
- (a) **Permits, approvals, licenses, and consents:** You shall obtain and maintain, as your sole cost and expense, all necessary authorisations, permits, exchange control approvals, licenses and all other consents required by you in connection with and in order for you to undertake the Murabahah Transactions and shall provide copies of such to us.
 - (b) **SST:** All sums payable by you under any Murabahah Transaction shall be deemed to be exclusive of any sales and service tax/ goods and services tax ("**SST**") levied, where applicable, in respect thereof and all sums payable to you under any Murabahah Transaction shall be deemed to be inclusive of SST, where applicable. For the purposes of the interpretation of this Clause, any reference to SST shall be a reference to SST charged under any Malaysian or United Kingdom legislation or to any similar sales or turnover tax levied or imposed by the governments of the United Kingdom or Malaysia or government of any other jurisdiction where the Commodities are traded. All amounts payable by you under the Agreement do not yet include SST. Where SST is imposed or increased and you receive a tax invoice or other applicable document, instrument or request for payment for SST and/or SST is imposed by any tax authority, you shall bear and pay the SST to us or reimburse us such SST at the prevailing rate as applicable, as the case may be. You shall pay the amount for such supply together with SST thereon, if applicable (both without any deduction or set-off), on a timely basis and in such manner and within the time period stipulated in the tax invoice or request for payment for SST.
 - (c) **Rules of the Exchanges:** It is agreed and acknowledged that the Agreement and each Murabahah Transaction is not intended to be, and shall not be, governed by any the rules of the London Metal Exchange (including its successor) or any other exchanges on which the Commodities is traded (as the same may be supplemented or amended from time to time) and is an OTC (over-the-counter) contract.
 - (d) Time wherever mentioned shall be of the essence.

6. REPRESENTATIONS

You represent and warrant at all times until the termination of the Agreement that:

- (a) the source(s) of funds paid to us for us to purchase Commodities under a Murabahah Transaction is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction, binding upon or applicable on you. You will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times;
- (b) in respect of each Murabahah Transaction,:
 - (i) you have not created and shall not create any charge or encumbrance, and have not granted and shall not grant any third-party rights, over your interest in the Commodities which is the subject of a Murabahah Transaction; and
 - (ii) you shall not take any steps which may impair the quiet possession of the purchaser of the Commodities after completion of the sale without due cause.

The above form part of Clause 2.2.1 of the Condition as if specifically incorporated therein.



This Product and Product Schedule are intended to be Shariah-compliant. Both you and us agree, acknowledge and undertake that no proceeds from the sale of the Commodities or any transactions contemplated by this Product Schedule shall be invested and/or utilised in any non-Shariah compliant securities or financial instruments

7. TERMINATION

Clause 7 (Termination) of the Conditions shall extend and apply to a Murabahah Contract and all references to "Account" and "Product" shall include a Murabahah Contract and references to "closure of Account" shall include a termination of any Murabahah Contract. Clauses 3, 4.2(c), 4.2(d), 5.7 and 6 of this Product Schedule, shall survive and continue in full force and effect notwithstanding the termination of this Product Schedule, any Murabahah Contract and/or the banker-customer relationship between you and us.

8. DEFINITIONS AND INTERPRETATION

8.1. The following definitions apply in this Product Schedule.

Commodities	means Shariah compliant commodities that are acceptable to you and us (or as may be agreed upon by you and us from time to time) and, in relation to a Murabahah Transaction, as further set out in an NOA;
Deferred Payment Date	means the date on which we will pay you the Deferred Price and, in relation to a Murabahah Contract, the date set out in an NOA for that Murabahah Contract;
Deferred Price	means the price at which we will purchase Commodities from you and, in relation to a Murabahah Contract, the price set out in the NOA for that Murabahah Contract;
Eligible Commodities	means Commodities that satisfy the following conditions:- (i) The Commodities must be already in existence and owned by the relevant seller of the Commodities evidenced by documents or certificate of ownership from the Supplier. Ownership of the Commodities shall be evidenced by indicia documents of title made out in your name or our name (as your agent) or by crediting and debiting a commodity account. (ii) The Commodities purchased should be assets recognized by Shariah, valuable, identifiable, deliverable physically and acceptable to both you and us, (iii) No Murabahah Transaction can be made on any Commodity that is: (A) non-Shariah compliant e.g., consists of pork, alcoholic drinks, tobacco. (B) a Ribawi item (example, gold and silver within the same type and category or within the same category but of different type on deferred basis). (C) an asset to be constructed or asset under construction. (D) an asset which is a debt in nature or as agreed between you and us from time to time.
Instruction	includes any instruction to us or obligation on us to enter into any Murabahah Transaction or Murabahah Contract;
Murabahah	means a sale contract with a disclosure by the seller of the commodities/asset, cost price/purchase price and profit margin;



Murabahah Contract	means, an individual contract created between you and us pursuant to Paragraph 4.2(b) (<i>Murahahah Contract</i>) by the exchange of an NOA between you and us in relation to the sale of Commodities by you to us;
Murahahah Transaction	means a purchase of the Commodities by you on a cash basis and followed by a sale of the Commodities by you to us on a spot delivery date (of the Commodities) and a deferred cash consideration payment;
NOA or Notice of Offer and Acceptance	means the notice to be issued by us to you offering to purchase the Commodities from you (which notice shall be in substantially the form set out in Appendix 2 or in such other form mutually agreed);
Purchase Date	means, in relation to a Murahahah Transaction, the purchase date set out in the NOA for that Murahahah Transaction;
PO or Purchase Order	means the notice to be issued by you to us instructing us, as your agent, to purchase the Commodities (which notice shall be in substantially the form set out in Appendix 1 or in such other form mutually agreed);
Purchase Price	means the price on which you (through us as your agent) will purchase Commodities from the Supplier and, in relation to a Murahahah Transaction, the price set out in the PO and the NOA for that Murahahah Transaction;
Supplier	means, in relation to a Murahahah Transaction, the third party vendor of the Commodities identified in a PO (or if not identified or nominated by you, then such other person as determined by us) and shall include but not limited to commodity trading houses, commodity exchanges, commodity brokers, industrial firms and/or their suppliers, utilised by us to purchase the Commodities.

- 8.2. References to clauses or schedules are to be construed as references to the clauses or schedules of this Product Schedule unless specifically mentioned.



APPENDIX 1 TO PART A
FORM OF PURCHASE ORDER

From: <Please insert name & company no. of Customer>

To: **[BNP Paribas Malaysia Berhad] / [BNP PARIBAS]** ("BNP Paribas")

Date: <***>

Re: Purchase Order Ref No: <*>**

We refer to the Agreement. Terms defined in the Agreement shall have the same meaning herein.

We hereby instruct you, as our agent, to purchase the Commodities on our behalf in accordance with the provisions of the Agreement on the following terms:

- a. Commodities: [Any Shariah compliant - assets satisfying the conditions and requirements set out in Paragraph 5.1 of the Product Schedule.
- b. Origin of Commodities: Various
- c. Purchase Price: <***>
- d. Purchase Date: <***>
- e. Supplier: [Any commodity broker(s) utilised by BNP Paribas for sale and/or purchase of the Commodities]
- f. Terms of Payment: Spot

We hereby confirm that we have deposited the Purchase Price amount into your account no. <***>, and accordingly, we hereby authorize you to utilise the foregoing sum to pay to the relevant Supplier.

Upon completion of the purchase of the Commodities, we wish:

(please tick (✓) one of the following boxes)

☐

to have the Commodities physically delivered to us or any third party other than BNP Paribas.

Location for delivery:

☐

to sell the Commodities to BNP Paribas

Yours faithfully,

<Please insert name & company no. of Customer>

Duly Authorised Signatory

Name:

Title:

<***> = to insert required information

[] = Delete or amend as applicable



APPENDIX 2 TO PART A
FORM OF OFFER AND ACCEPTANCE

From: **[BNP Paribas Malaysia Berhad] / [BNP PARIBAS] ("BNP Paribas")**

To: <Please insert name & company no. of Customer>

Date: <***>

Re: Sale of Commodities by you to us (Purchase Order Ref No: <*>)**

We refer to the Agreement. Terms defined in the Agreement shall have the same meaning herein.

We hereby inform you that further to your Purchase Order per reference no. above (the "**Purchase Order**"), we confirm that the Commodities have been purchased and we hereby offer to purchase the Commodities from you on the following terms:

- a. Deal Date:
- b. Ref Number:
- c. Commodities and Origin:
- d. Quantity:
- e. Unit Price:
- f. <Location:> #
- g. Supplier's Name:
- h. Bank's Name:
- i. Purchase Date:
- j. Deferred Price:
- k. Purchase Price:
- l. Profit Margin
- m. Deferred Payment Date:

Please indicate your acceptance of the terms and conditions of this offer by signing and returning this document to us by 3.00 p.m. of the date of this document (or such other day as we may agree), after which this offer shall be deemed to have been withdrawn by us and no longer capable of being accepted.

Yours faithfully,

[BNP Paribas Malaysia Berhad] / [BNP PARIBAS]

Duly Authorised Signatory

Name:

Title:



Acceptance

We hereby accept your offer and sell the abovementioned Commodities to you with the same terms specified above subject to the terms and conditions of the Agreement.

Yours faithfully,

<Please name & company no. of Customer>

Duly Authorised Signatory

Name:

Title:

<***> = to insert required information

= May be deleted at the option of BNP Paribas



Part B – Agency For Purchase Of Commodities

You and us shall, from time to time, enter into a Murabahah arrangement where we will, upon your request, purchase Commodities on terms and conditions set out in the Agreement. You have agreed to appoint us as your agent to purchase the Commodities on a cash basis from Suppliers.

This Part B sets out the terms and conditions of the agency. Each Murabahah Transaction entered into by us as your Agent to purchase the Commodities will be governed by the terms and conditions in this Part B.

1. APPOINTMENT AS AGENT

- 1.1. You hereby appoint us as agent (and we accept the appointment as agent) to:
- (a) do and execute all acts in relation the Murabahah Transactions through purchase agreements, certificates and other instruments as you could do and execute yourself; and
 - (b) negotiate with the relevant Supplier and their clients on your behalf in relation to such Murabahah Transactions.
- 1.2. We may provide services through, or in conjunction with, one or more of our Affiliates and using any of the infrastructure and services available to the BNP Paribas Group. You authorise us to appoint any third party and any member of the BNP Paribas Group including any of our Affiliates to act as your sub-agent in executing the Murabahah Transactions. Nothing in this Part B shall absolve your duties and responsibilities to us under the Agreement.

2. FEES

You shall pay to us a one-time agency fee RM100 (and to which we confirm its adequacy) and in respect of which, we (as your Agent) agree to waive in full.

3. COMMENCEMENT AND TERMINATION

- 3.1. The appointment shall commence on the date of our actual receipt of the relevant signed Account Opening Documentation and the Account is opened.
- 3.2. This appointment shall be terminated upon closure of the Account (whichever is earlier), and without prejudice to the foregoing, either Party may terminate this appointment by giving at least 10 Business Days prior notice of termination in writing to the other Party.
- 3.3. No termination shall affect any rights and obligations of the Parties subsisting at the date of termination.

4. GENERAL

- 4.1. We agree that we will, in performing our activities herein and act in good faith. We shall not in any circumstances whatsoever be liable to you for any consequential losses, even if informed in advance of the likelihood of them being incurred (including, without limitation, economic loss, loss of goodwill, loss of business opportunity or loss of profits). Our actions on behalf of you hereunder and in connection with any Murabahah Transaction are for your account and risk (save for any gross negligence or wilful misconduct on the part of us).
- 4.2. You will indemnify us and keep us indemnified against all actions, proceedings, claims, demands, liabilities, damages, Loss, costs (including all legal costs on a full indemnity basis), fees, expenses and Taxes which we may directly or indirectly suffer or incur as a result of the purchase of Commodities under any Murabahah Transaction as your agent or any breach by you of your obligations or your failure to comply with your obligations to effect the payment of the Commodities to the Supplier in accordance with the conditions of the relevant Murabahah Transaction, unless incurred directly due to our gross negligence, wilful default or fraud. This indemnity shall survive the closure of the Account and any sums payable under it shall not be subject to any deduction whether by way of set off, counter claim or otherwise.
- 4.3. We shall not be obliged to enter into any Murabahah Transaction, nor follow any of your instruction, if, in our opinion, by entering into such Murabahah Transaction or following such instruction, we and/or any of our Affiliates would be in contravention of any applicable law (including Shariah laws and principles), policy, rule, regulation or Sanctions.



Part C – Agency for Counter-Signing Notices of Offer and Acceptance

NOTE: This C is only applicable if you have elected to appoint us as your NOA Agent.

You have agreed to appoint us as your agent ("**NOA Agent**") to do all acts as that you could do yourself with respect to the counter-signing and delivering the Notices of Assignment.

This Section 3 of Part B sets out the terms and conditions of our appointment as the NOA Agent. Each Murabahah Transaction where we act as your NOA Agent will be governed by the terms and conditions in this Section 3 of Part B.

1. APPOINTMENT AS AGENT

- 1.1. You hereby appoint us as agent (and we accept the appointment as agent) to do and execute all acts with respect to counter-signing and delivering the notices of Offer and Acceptance ("**NOA**") on your behalf in relation to any proposed Murabahah Contract in accordance with the provisions of the Agreement at the Closing Time.
- 1.2. You hereby instructs us to:-
 - (a) counter-sign and deliver any NOA on your behalf in relation to any Murabahah Contract (proposed or otherwise), provided that:-
 - (i) we have received a copy of the NOA for that Murabahah Contract; and
 - (ii) you have not informed us in writing to refrain from counter-signing the NOA in respect of that Murabahah Contract by [11am] on the date of the Closing Time of that Murabahah Contract;
 - (b) counter-sign/ sign, execute, deliver and issue the NOA on your behalf in accordance with the terms of this Section 3 of Part B;
 - (c) enter into the NOA (and hence, the Murabahah Contract) on your behalf in accordance with the terms and conditions set forth in this Agreement.
- 1.3. We are your agent for the purpose only of the counter-signing/ signing, executing, delivering and issuing of the NOA to us (as the purchaser).
- 1.4. We may provide services through, or in conjunction with, one or more of our Affiliates and using any of the infrastructure and services available to the BNP Paribas Group. You authorise us to appoint any third party and any member of the BNP Paribas Group including any of our Affiliates to act as your sub-agent in executing the Murabahah Transactions. Nothing in this Part C shall absolve your duties and responsibilities to us under the Agreement.

2. FEES

You shall pay to us a one-time agency fee of RM100 (and to which we confirm its adequacy) and in respect of which we (as NOA Agent) agree to waive in full.

3. COMMENCEMENT AND TERMINATION

Our appointment shall commence on the date of the Agreement until such time that you notify us in writing that our appointment has been terminated.

4. GENERAL

- 4.1. We will not be liable or responsible for any action taken or not taken by ourselves as NOA Agent unless directly caused by our gross negligence or wilful misconduct.
- 4.2. You will not take any proceedings against any of our officer, employee or agent in respect of any claim you might have against us or in respect of any act or omission of any kind by that officer, employee or agent in connection with the Agreement unless directly caused by our gross negligence or wilful misconduct.
- 4.3. You will indemnify us for any loss or liability incurred in acting as your agent in accordance with the terms of our appointment except to the extent that the loss or liability is caused by our gross negligence or wilful misconduct.