

**MASTER WAKALA AGREEMENT
FOR INVESTMENT**

Between

(As the “Muwakkil”)

And

Noor Islamic Bank PJSC

(As the “Wakil”)

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This Master Wakala Agreement is made and executed on ____/____/____ by and between:

[Name]: _____

[Address]: _____

(Hereinafter referred to as the “Muwakkil”)

and

Noor Islamic Bank PJSC

P.O. Box 8822,

Dubai.

U.A.E.

(Hereinafter referred to as the “Wakil”)

It is hereby agreed as follows:

1. **PREAMBLE**

Whereas the Muwakkil wishes to appoint the Wakil to be the agent of the Muwakkil with respect to the investment of the Muwakkil’s funds as part of the Wakil’s pool of treasury funds pursuant to the terms and conditions set out in this Agreement and in compliance with the rules and principles of the Islamic Shari’a as determined by the Shari’a Supervisory Board of the Wakil (the “**Board**”) and embodied in this Agreement.

2. **DEFINITION AND INTERPRETATION**

2.1 The following terms and conditions shall have the meanings assigned to them herein unless the context requires otherwise:

“**Acceptance**” means the acceptance sent by the Muwakkil to the Wakil in the form set out in the second part of Schedule 1, or any other form that may be accepted as such by the Wakil.

“**Aggregate Anticipated Profit**” means, in relation to a Wakala Transaction, the aggregate profit expected to be earned by the Wakil on behalf of the Muwakkil in respect of the relevant Wakala Amount for the entire Wakala Period calculated in accordance with the Anticipated Profit Rate.

“**Anticipated Profit**” means Aggregate Anticipated Profit and/or Periodic Anticipated Profit.

“**Anticipated Profit Rate**” means the rate of the Anticipated Profit to be generated by the Wakil in relation to the Wakala Transaction for the Muwakkil as specified in an Offer.

“Business Day” means the days on which the Muwakkil and the Wakil are open for business.

“EIBOR” means the arithmetic mean (rounded upwards to four decimal places) of the EIBOR screen rate, being the UAE Interbank Dirham Offered Rate for Dirham displayed on the appropriate page of the Reuters screen, or such other method of calculating EIBOR, as the Wakil shall determine in its reasonable discretion.

“Investment Date” means the date on which the Wakala Amount is received by the Wakil, in relation to a Wakala Transaction specified in the Offer, or the date on which a new Wakala Transaction is entered into pursuant to the automatic roll-over provisions in Clause 4.4 below.

“Maturity Date” means the proposed date on which the Maturity Proceeds of the Wakala Transaction are to be paid to the Muwakkil, as specified in the Offer.

“Maturity Proceeds” means the amount due to the Muwakkil on the Maturity Date, calculated in accordance with the Offer and the provisions of clause 4.

“Offer” means the investment offer sent by the Wakil to the Muwakkil in the form set out in the first part of Schedule 1, or any other form that may be accepted as such by the Wakil.

“Periodic Anticipated Profit” means, in relation to a Wakala Transaction, the amount of profit payable by the Wakil to the Muwakkil at the end of each Profit Period in respect of the relevant Wakala Amount calculated in accordance with Clause 5.6.

“Profit Period” means, in relation to a Wakala Transaction, the period for the payment of Anticipated Profit selected pursuant to Clause 5.5.

“Roll-over Notice” means a notice delivered by the Wakil to the Muwakkil pursuant to Clause 4.4 below substantially in the form set out in Schedule 4.

“Wakala Amount” means the proposed amount to be invested in relation to a Wakala Transaction.

“Wakala Period” means, in respect of a Wakala Transaction, the date falling on and from the Investment Date to and including the Business Day immediately preceding the relevant Maturity Date

“Wakala Transaction” means the Wakala Amount invested by Muwakkil from time to time in accordance with the terms of an Offer made and accepted pursuant to the terms of this Agreement.

2.2 The Schedules to this Agreement form an integral part hereof.

2.3 References to Clauses and Schedules are references to clauses of and schedules to this Agreement.

2.4 Any calculation of Anticipated Profit by the Wakil shall be calculated on the basis of the actual number of days elapsed and a year of 360 days.

3. WAKALA TERMS AND CONDITIONS

3.1 The Muwakkil appoints the Wakil to be its agent for investment of the Muwakkil’s funds through and as part of the Wakil’s pool of treasury funds. The Wakil is hereby authorized to enter into Shari’a Compliant transactions on behalf of the Muwakkil and for the Muwakkil’s account and to do all acts as fully as the Muwakkil could do itself with respect to such transactions through purchase agreements, sales agreements

or other agreements and to negotiate on behalf of the Muwakkil in relation thereto and to exercise on the Muwakkil's behalf all other related powers necessary to enable it to fulfill its obligations under this Agreement.

- 3.2 The Muwakkil as principal shall bear all the risks associated with the acts of the Wakil as agent for the Muwakkil except those risks resulting from the Wakil's willful misconduct or gross negligence.
- 3.3 Wakala Transactions shall be carried out for and on behalf of the Muwakkil but in the name of the Wakil, or in the name of such agent as the Wakil selects.
- 3.4 The Wakil shall submit to the Muwakkil true, complete and accurate documents evidencing each transaction carried out by the Wakil pursuant to this Agreement after completion of each transaction.

4. IMPLEMENTATION OF WAKALA TRANSACTION

- 4.1 On any Business Day during the business hours of both parties, either party may notify the other by telephone or any other media of its willingness to enter into a Wakala Transaction. The Wakil shall then send the Muwakkil a duly executed Offer.
- 4.2 If the Muwakkil is willing to enter into the proposed Wakala Transaction, it shall send the Wakil a duly executed Acceptance.
- 4.3 The Muwakkil shall pay the Wakala Amount in respect of an accepted Wakala Transaction on the relevant Investment Date.
- 4.4 (i) Pursuant to paragraph 3 of the Acceptance, the Muwakkil may, in respect of a Wakala Transaction (the "**Current Wakala Transaction**"), elect to roll-over:
 - (a) the entire Maturity Proceeds into a new Wakala Transaction for the same tenor as the Current Wakala Transaction, on commercial terms to be notified by the Wakil to the Muwakkil a Roll-over Notice within five Business Days following the Investment Date of the new Wakala Transaction; or
 - (b) the Wakala Amount into a new Wakala Transaction for the same tenor as the Current Wakala Transaction, on commercial terms to be notified by the Wakil to the Muwakkil in a Roll-over Notice within five Business Days following the Investment Date of the new Wakala Transaction.

In this event, the amount of the Aggregate Anticipated Profit in respect of the Current Wakala Transaction shall, subject to Clause 5.2, be transferred to the Muwakkil to the Account details set out in the Acceptance relating to the Current Wakala Transaction.

(ii) The Wakil shall not roll-over the Maturity Proceeds or the Wakala Amount (as relevant) in respect of a Current Wakala Transaction if, at least one Business Day before the Maturity Date of the Current Wakala Transaction, the Wakil receives from the Muwakkil written notice (a "**Payment Notice**") instructing the Wakil to pay the relevant Maturity Proceeds or Wakala Amount (as applicable) on the Maturity Date of the Current Wakala Transaction.

- (iii) If the Wakil receives a Payment Notice from the Muwakkil in accordance with paragraph (ii) above:
 - (a) the Roll-over Notice delivered pursuant to paragraph (i) above in respect of the relevant Wakala Transaction shall be automatically terminated and considered null and void;

- (b) to the extent a Roll-over Notice has not yet been delivered by the Wakil pursuant to paragraph (i) above, the Wakil shall have no obligation to deliver to the Muwakkil a Roll-over Notice in respect of the new Wakala Transaction; and
- (c) the Wakil shall pay to the Muwakkil the Maturity Proceeds in respect of the relevant Current Wakala Transaction in accordance with Clause 4.6 below.

4.5 The Wakil shall arrange for the payment and collection of funds on behalf of the Muwakkil and is hereby authorized to execute and deliver any instruments or transfers which are necessary in connection therewith.

4.6 Subject to the provisions of clause 4.4 above, the Wakil undertakes to transfer the Maturity Proceeds or the Wakala Amount (as applicable) of that Wakala Transaction on its Maturity Date to the account of the Muwakkil specified by the Muwakkil in the Acceptance relating to the Wakala Transaction unless otherwise instructed by the Muwakkil. Upon the transfer of the Maturity Proceeds in respect of a Wakala Transaction pursuant to this Clause 4.6, that Wakala Transaction will be terminated.

4.7 Where, on the Maturity Date:

- (i) the profit earned in respect of a Wakala Transaction is equal to or exceeds the Aggregate Anticipated Profit, the Wakil shall pay to the Muwakkil an amount equal to the relevant Wakala Amount plus the Anticipated Profit and shall retain any remainder thereof for its own benefit as an incentive; or
- (ii) the actual profit earned in respect of a Wakala Transaction is less than the Aggregate Anticipated Profit, the Wakil shall pay to the Muwakkil the final monies generated by the Wakil from investing the relevant Wakala Amount,

which amount may be (a) an amount equal to the relevant Wakala Amount plus any actual profit generated or (b) if losses have been incurred (unless caused by the gross negligence or willful default of the Wakil), an amount equal to the remainder of the relevant Wakala Amount.

4.8 If at any time after the Investment Date but before the Maturity Date of any particular Wakala Transaction, the Wakil believes that the profit to be generated in respect of that Wakala Transaction is lower than the relevant Anticipated Profit, the Wakil shall:-

- (i) notify the Muwakkil immediately; and
- (ii) offer in writing to pay to the Muwakkil within 14 Business Days a sum accrued as at the date of such notification and calculated in accordance with clause 4.7(ii).

4.9 If the Muwakkil accepts the Wakil's offer, it shall notify the Wakil in writing of its acceptance within two Business Days from the date of the Wakil's offer under clause 4.8(ii) and the particular Wakala Transaction shall be terminated. If the Wakil does not receive from the Muwakkil its acceptance of the Wakil's offer by the stipulated period, the Wakil's offer shall lapse and the Muwakkil shall be deemed to agree to a potentially lower Anticipated Profit on the Maturity Date.

4.10 For the avoidance of doubt, once the Wakil pays the Muwakkil as offered above, the Wakil shall not be liable to make any further payments to the Muwakkil in respect of that particular Wakala Transaction.

4.11 The currency of each Wakala Transaction shall be as agreed by both parties in the Offer.

4.12 The parties hereby notify each other that in accordance with their internal rules and procedures, all telephone calls made by or to the parties concerning any proposed Wakala Transaction may be tape recorded by the parties. Accordingly, each party consents to the recording of the telephone conversations in connection with this Agreement or any potential Wakala Transaction and (b) agrees that recordings may be submitted in evidence in any proceedings relating to this Agreement or any Wakala Transaction.

5. **PROFIT PERIODS**

5.1 Subject to Clause 5.2 below, the Muwakkil shall in each Acceptance for a Wakala Transaction select a Profit Period for:

(a) that Wakala Transaction; and,

(b) if Clause 4.4(i)(b) above applies, the immediately following Wakala Transaction,

of 1 month, 3 months or a period equal to the Wakala Period of that Wakala Transaction.

5.2 The Muwakkil shall not be entitled to select a Profit Period for a Wakala Transaction where it has opted in the relevant Acceptance to rollover the entirety of the Maturity Proceeds of that Wakala Transaction pursuant to Clause 4.4(i)(a) above.

5.3 A Profit Period for a Wakala Transaction shall not extend beyond the Maturity Date of that Wakala Transaction.

5.4 A selection of a Profit Period by the Muwakkil in an Acceptance is irrevocable. If the Muwakkil fails to select a Profit Period in an Acceptance, the Wakil shall select a Profit Period which is equal to the Wakala Period for that Wakala Transaction.

5.5 Unless the Muwakkil has elected to roll-over the entirety of the Maturity Proceeds pursuant to Clause 4.4(i)(a) above, the Wakil shall pay to the Muwakkil on the last day of each Profit Period the Periodic Anticipated Profit for that Wakala Transaction.

5.6 The Periodic Anticipated Profit in respect of a Wakala Transaction shall be an amount equal to the outcome of the Profit Period divided by the Wakala Period of that Wakala Transaction multiplied by the Aggregate Anticipated Profit for that Wakala Transaction.

6. **REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other that:

(i) it has the legal capacity to enter into this Agreement and the Wakala Transactions contemplated under this Agreement;

(ii) the execution by it of this Agreement has been duly authorized;

(iii) this Agreement and each Wakala Transaction contemplated under this Agreement will be binding and enforceable upon it and will not violate the terms of any other agreement, instrument or document to which it is a party or which is binding upon it or any applicable law or regulation; and

(iv) it has and will at all times maintain all authorizations, approvals, licenses and consents required to enable it lawfully to perform its obligations under this Agreement.

7. **SET OFF**

The Wakil shall have the right, at any time upon giving notice to the Muwakkil, to set off and apply any balance standing to the credit of any account of the Muwakkil or any of its affiliates with the Wakil up to a maximum amount equal to the Investment Amount and any other indebtedness owing to the Muwakkil or any of its affiliates by the Wakil (in each case, whether or not subject to notice, matured or owing by a different branch or office and in whatever currency) against any liabilities of the Muwakkil or any of its affiliates (of whatever nature) owed to the Wakil and the Wakil may convert the currency or any such credit balance as may be necessary for this purpose.

8. **GOVERNING LAW AND JURISDICTION**

- 8.1 This Agreement shall be governed in all respects in accordance with the laws of the Emirate of Dubai and applicable federal laws of the United Arab Emirates (to the extent applicable in the Emirate of Dubai) save to the extent these conflict with the rules and principles of the Islamic Shari'a, when the latter shall prevail. The parties hereto agree to be bound by exclusive determination of the Board as to whether any such conflict exists, and if it does the appropriate provision(s) of the Islamic Shari'a to be applied.
- 8.2 The parties hereto hereby submit to the non-exclusive jurisdiction of the courts of the United Arab Emirates for the purpose of any proceedings arising out of or in connection with this Agreement.

9. **GENERAL PROVISION**

- 9.1 Notices
- (a) Unless otherwise specified in this Agreement, all notices in connection with this Agreement shall be in writing in English and made to the addresses and details set out in Schedule 2.
- (b) Any notice received on a day, which is not a Business Day for the addressee, shall be deemed to have been served on the immediately following Business Day.
- (c) The Muwakkil hereby agrees to indemnify and hold the Wakil harmless against all liabilities, costs, claims, losses, damages or expenses which the Wakil may suffer or incur as a result of acting upon any instructions received by fax under the signature of the Muwakkil or a purportedly authorized officer or representative of the Muwakkil. Notwithstanding anything to the contrary in this Agreement, the Wakil shall be entitled but not obliged, to rely upon and act in accordance with any instructions which may from time to time be given by facsimile purported to be signed by the Muwakkil or on behalf of the Muwakkil without the need for any inquiry by the Wakil as to, the authority of the person(s) making or purporting to give any such instruction or authenticity of any signature and regardless of the circumstances prevailing at the time of such instruction.

10. **TERMINATION**

- 10.1 This Agreement will be effective from the date of its execution by both parties and shall continue for an unlimited duration unless and until terminated by either party with or without cause upon the service of not less than 30 days written notice of termination to the other party. Any termination shall be without prejudice to the rights and obligations of either party in relation to any outstanding Wakala Transaction concluded

prior to the date of termination. The conditions of this Agreement shall remain applicable until such Wakala Transaction is settled and each party has received all amounts due to it pursuant to the Wakala Transaction.

10.2 Subject to Clause 4.4 above, each Wakala Transaction shall mature on the Maturity Date specified in the respective Offer and Acceptance. The Wakil may consider a request from the Muwakkil for premature encashment of a Wakala Transaction, but shall, subject to Clause 10.3 below, be under no obligation to accept any such request. If the Wakil declines any request by the Muwakkil to encash a Wakala Transaction before its due maturity date, then the Wakala Transaction shall continue until its stated Maturity Date, as agreed by the parties in the Offer and Acceptance for that Wakala Transaction. If the Wakil decides in its absolute discretion to accept any request by the Muwakkil for premature encashment of a Wakala Transaction, then the Wakil shall send a written notice to the Muwakkil in the form attached at Schedule 3 and the Wakala Transaction shall be subject to a revision of any Anticipated Profit Rate and administrative charges applicable to such Wakala Transaction.

10.3 If the commercial terms set out in the Roll-over Notice referred to in clause 4.4(i) are not acceptable to the Muwakkil, the Muwakkil may request an early termination of the relevant Wakala Transaction by sending the Wakil a written notice to that effect within three Business Days from receipt by it of the Roll-over Notice. In this event, the Wakil shall accept such request and terminate the relevant Wakala Transaction by sending to the Muwakkil a notice in the form attached at Schedule 3 and, accordingly, the relevant Wakala Transaction shall terminate and be subject to a revision of any Anticipated Profit Rate and applicable administrative charges.

11. CONDITIONS PRECEDENT

The Muwakkil shall provide the Wakil with certified true original specimen signature(s) of the individual(s) authorized to sign this Agreement on its behalf and all other documents required in connection herewith as may be requested by the Wakil prior to entry into the first Wakala Transaction and as may be reasonably requested from time to time thereafter.

AS WITNESS the duly authorized representatives of the parties hereto have executed this Agreement.

For and on behalf of

Authorized Signatory : _____

Name & Title : _____

Date : _____

Authorized Signatory : _____

Name & Title : _____

Date : _____

For and on behalf of
Noor Islamic Bank PJSC

Authorized Signatory : _____

Name & Title : _____

Date : _____

Authorized Signatory : _____

Name & Title : _____

Date : _____

12. SCHEDULE - 1

Form of Wakil Offer
OFFER

Date : [_____]
To : [_____] of [_____]
From : NOOR ISLAMIC BANK P J S C, P.O.BOX 8822, DUBAI.
Re: Master Wakala Agreement for Investment dated [_____] (the "Master Agreement")

We refer to the Master Agreement. Terms used in this Offer shall have the same meanings given to them in the Master Agreement.

We offer you a Wakala Transaction based on the following terms and in accordance with, and subject to, the Master Agreement.

1. Wakala Amount and currency : [_____]
2. Investment Date : [_____]
3. Tenor : [_____]
4. Maturity Date : [_____]
5. Anticipated Profit Rate : [_____]

Any profit exceeding that generated in accordance with the Anticipated Profit Rate shall be for the account of the Wakil as an incentive fee.

If you wish to accept this Offer, please countersign the Acceptance below.

The Offer and Acceptance are subject to the terms and conditions of the Master Agreement.

Please authorize us to debit your account with us or credit the amount to our following account [_____] on the Investment Date.

Signed:
NOOR ISLAMIC BANK P J S C

ACCEPTANCE

To: Noor Islamic Bank P J S C, PO Box 8822, Dubai
From: [_____]

1. We hereby accept the above terms.
2. In respect of the Wakala Amount, on the Investment Date (please tick one only):
 Please debit our following account with you: [_____]
 We will credit the amount to your specified account.

3. Payout and Roll-over Option (Please select only one of the following options):

Do not roll-over Maturity Proceeds on the Maturity Date. Please transfer the Maturity Proceeds to the following Account details on the Maturity Date

Account Number: [_____]

Do not roll-over the Wakala Amount for the same tenor as described above and pay the profit generated in respect of the Wakala Transaction:

Monthly

Quarterly

to the following Account details:

Account Number: [_____]

Automatic roll-over of Maturity Proceeds on the Maturity Date for the same tenor as specified in the Offer above

Automatically roll-over only the Wakala Amount for the same tenor as described above and pay the profit generated in respect of the Wakala Transaction:

Monthly

Quarterly

On the Maturity Date

to the following Account details:

Account Number: [_____]

Signed:

Name: _____

SCHEDULE - 2

Particulars of Communication

The Wakil:

Attention : HEAD OF TREASURY

Postal Address : NOOR ISLAMIC BANK P J S C,
TREASURY DEPARTMENT,
P.O.BOX 8822,
DUBAI.
U.A.E.

Fax :

SWIFT : NISLAEAD

The Muwakkil:

Attention :

Postal Address :

Fax :

SWIFT :

Or in accordance with such other contact details as one party may from time to time notify in writing to the other.

SCHEDULE - 3

Pre-mature Encashment Authorization

Date : [___/___/_____]
To : [_____]
From : NOOR ISLAMIC BANK P J S C, P.O.BOX 8822, DUBAI

Re: Master Wakala Agreement for Investment dated [___/___/_____] (the "Master Agreement")

We refer to the Master Agreement. Terms used in this Offer shall have the same meanings given to them in the Master Agreement. Upon your request, we hereby agree to your request to terminate the Wakala Transaction with Reference Number [_____] prior to the Maturity Date on the following terms:

1. Wakala Amount and currency : [_____]
2. Investment Date : [___/___/_____]
3. Revised Maturity Date : [___/___/_____]
4. Revised Anticipated Profit Rate : [_____]
5. Administration Charges : [_____]
which shall be deducted from the revised Maturity Proceeds.

Please sign the below acceptance to indicate your acceptance of the revised terms.

Signed:
NOOR ISLAMIC BANK P J S C

ACCEPTANCE

To: Noor Islamic Bank P J S C
From: [_____]

4. We hereby accept the above terms.
5. Please credit the revised Maturity Proceeds to the following account:
[_____] on the revised Maturity Date.

Signed:

Name: _____

13. SCHEDULE - 4

Form of Roll-Over Notice from the Wakil

Date : [_____]]
To : [_____] of [_____]]
From : NOOR ISLAMIC BANK P J S C, P.O.BOX 8822, DUBAI.

Re: Master Wakala Agreement for Investment dated [_____]] (the “Master Agreement”)

We refer to the Master Agreement. Terms used in this Offer shall have the same meanings given to them in the Master Agreement.

This notice is given to you in accordance with clause 4.4 (i) of the Master Agreement. This is to confirm your instructions to roll-over the below Wakala Transaction, as follows:

Current Wakala Transaction

1. Branch Code : [_____]
2. Branch Name : [_____]
3. Wakala Amount and currency : [_____]
4. Investment Date : [_____]
5. Tenor : [_____]
6. Maturity Date : [_____]
7. Anticipated Profit Rate : [_____]
8. Roll-over instructions as per Acceptance:

New Wakala Transaction

1. Wakala Amount and currency : [_____]
2. Investment Date : [_____]
3. Tenor : [_____]
4. Maturity Date : [_____]
5. Anticipated Profit Rate : [_____]

Signed:
NOOR ISLAMIC BANK P J S C