

SALAM CONTRACT

THIS SALAM CONTRACT is made on this [●] day of [●]

BETWEEN:

(1) **DUBAI ISLAMIC BANK PJSC**, a public joint stock company duly established and validly existing under the laws of the United Arab Emirates, represented by Mr. [●], in his capacity as [●], (hereinafter referred to as the **"Purchaser"**);

AND

(2) **[Seller]**, having address at [●], (hereinafter referred to as the **"Seller"**);
(each a **"Party"** and together the **"Parties"**).

Recitals:

- (1) WHEREAS, the Purchaser is duly licensed by the Central Bank of UAE to undertake Islamic banking activities and has agreed, pursuant to the terms of this Contract, to purchase the Commodities from the Seller;
- (2) WHEREAS, the Seller wishes to sell the Commodities to the Purchaser on the terms set out in this Contract. The purchase and sale of the Commodities, under this Contract, shall culminate in the provision of a Salam Facility to the Seller; and
- (3) WHEREAS, the purpose of the Transaction Documentation is to provide financing to the Seller.

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions and Construction of Contract

In this Contract, unless the context otherwise requires, capitalized terms shall have the meanings ascribed to them in Schedule 3 to this Contract.

- 1.2 Except where the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting a gender shall include every gender and reference to persons shall include natural persons, bodies corporate and unincorporated organizations.
- 1.3 The headings of clauses are included for convenience only and shall not effect the interpretation of this Contract.
- 1.4 The Schedules and the Application Form shall form part of this Contract and shall have effect as if set out in full in the body of this Contract.
- 1.5 References in this Contract to any other agreements and documents shall be construed as a reference to such agreements or documents as amended, supplemented or restated, novated or replaced from time to time.
- 1.6 Except otherwise stated, references to times shall mean references to UAE time

2. SALE AND PURCHASE OF COMMODITIES

- 2.1 The Seller hereby sells and the Purchaser hereby purchases (by way of Salam) the Commodities, free of any Encumbrances, pursuant to the terms and conditions of this Contract and the General Terms and Conditions contained in the Application Form.
- 2.2 The Commodities have been sold by the Seller to the Purchaser for the Salam Purchase Price. The Salam Purchase Price is payable by the Purchaser to the Seller in accordance with Clause 5 of this Contract.
- 2.3 The Seller shall deliver the relevant Quantity of the Commodities to the Purchaser in accordance with Clause 6 of this Contract.

3. CONDITION OF COMMODITIES

3.1 The Seller undertakes to provide the Commodities such that:

- (a) each Quantity of Commodities supplied on each Delivery Date shall comply with the specifications set out in the Delivery Schedule;
- (b) the Commodities shall conform with the highest quality standards; and
- (c) the Seller shall be responsible for all apparent and latent defects in respect of the Commodities whether such defects were present prior to the Delivery Date of the (defective) Quantity of Commodities or subsequent to the Delivery Date of the (defective) Quantity of Commodities.

4. TITLE TO THE COMMODITIES

4.1 Upon signing of this Contract the title to the Quantity of Commodities shall immediately pass to the Purchaser. However, the risk in relation to such Commodities shall pass to the Purchaser only upon delivery of such Quantity of Commodities pursuant to the Delivery Schedule.

5. SALAM PURCHASE PRICE

- 5.1 The Salam Purchase Price shall be the entire consideration payable by the Purchaser to the Seller for the purchase of the Commodities under this Contract. The Salam Purchase Price includes all delivery costs, insurance costs, taxes and other related expenses.
- 5.2 Subject to Clause 5.3 of this Contract, the Salam Purchase Price shall be paid by the Purchaser to the Seller within 3 (three) days of the date of this Contract.

- 5.3 The Salam Purchase Price shall be payable by the Purchaser to the Seller after the Seller has, to the satisfaction of the Purchaser, complied with the following:
- (a) furnished all Security Documents listed in the Application Form;
 - (b) furnished any other documents, information or evidence required by the Purchaser in respect of the Seller's employment or business; and/or
 - (c) furnished cheques, promissory notes or guarantees in respect of the Seller's obligations under the Transaction Documents.
- 5.4 If required by any law or regulation, the Purchaser shall deduct from the Salam Purchase Price, any tax or other costs or fees levied by a government department, in respect of the transaction envisaged by the Transaction Documents.

6. DELIVERY OF COMMODITIES

- 6.1 In accordance with the Delivery Schedule, on each Delivery Date:
- (a) the Seller shall, at the Seller's cost, deliver to the Purchaser, the relevant Quantity of Commodities at such address notified by the Purchaser to the Seller or by crediting the relevant commodity account of the Purchaser as directed by the Purchaser; and
 - (b) subject to the Purchaser taking delivery and possession of a Quantity of Commodities from the Seller, all risks relating to such Quantity of Commodities shall pass to the Purchaser.
- 6.2 From the date of this Contract, the Seller shall be absolutely and irrevocably obliged to deliver all Commodities as set out in the Delivery Schedule: (a) notwithstanding any change in the price of such Commodities or any other matter or thing whatsoever; and (b) free from all Encumbrances.

7. GENERAL TERMS AND CONDITIONS

The Parties hereby agree that this Contract shall always remain subject to the general terms and conditions ("**General Terms and Conditions**") as set out in the Application Form as section named 'General Terms and Conditions'. For avoidance of doubt, the Application Form including the General Terms and Conditions shall form a part of this Contract and shall have effect as if set out in full in the body of this Contract.

8. EVENT OF DEFAULT

- 8.1 If an Event of Default occurs, the Purchaser may, by serving a Default Notice, at any time thereafter be entitled to require the Seller to deliver the Outstanding Commodities immediately.
- 8.2 In addition to the remedies that the Purchaser is entitled to pursue upon the occurrence of an Event of Default under Clause 8.1 of this Contract, the Purchaser shall be entitled to enforce any of the relevant Security Documents or pursue any remedy under the law or contract in order to recover the Outstanding Commodities and/ or any amount due and payable by the Seller to the Purchaser under this Contract and/or any other Transaction Document.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Contract and the Transaction Documents and the construction, performance and validity hereof and thereof shall be governed by the laws and regulations of the Emirate of Dubai and the applicable Federal Laws of UAE to the extent that these laws and regulations do not conflict with the principles of Sharia, in which case the latter shall prevail. The Parties hereto agree to be bound by the principles of Islamic Sharia, as published by the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI), and as interpreted by the Fatwa and Sharia Supervisory Board of the Dubai Islamic Bank.
- 9.2 The Seller irrevocably agrees for the benefit of the Purchaser that the courts of the Emirate of Dubai shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Contract and the Transaction Documents and, for such purposes, irrevocably submits to the jurisdiction of such courts. The Purchaser may commence enforcement proceedings in respect of the Transaction Documents or this Contract in Dubai or any jurisdiction other than the Emirate of Dubai.

This Contract has been entered into on the date stated at the beginning of this Contract.

SIGNATORIES

The Purchaser

Dubai Islamic Bank PJSC

By: [•]

The Seller

[•]

By: [•]

DIB SAMPLE DOCUMENT

Schedule 1
Delivery Schedule

Sl. Number	Delivery Date	Quantity of Commodities	Detailed Specifications of Commodities [HS Code 74071000]
	[to be filled]	[to be filled]	[to be filled]

Salam Purchase Price

Salam Purchase Price for the above mentioned Quantity of the Commodities shall be AED [●] (in words[●]) which shall be payable by the Purchaser within three (3) days of signing of the Salam Contract.

DIB SAMPLE DOCUMENT

Schedule 2
DEFAULT NOTICE

Date []

[Name and
Address of Seller]

Subject: Salam Contract dated [] between Dubai Islamic Bank PJSC and [insert name of customer] (the “Contract”).

Sir,

This is with reference to the Contract. The terms that have been defined in the Contract and used in this letter shall have the same meaning as that stated in the Contract.

This is to inform you that an Event of Default has occurred under Schedule 3 of the Contract. Specifically, you have:

[insert details of other Event of Default]

Accordingly, we the Purchaser, pursuant to Clause 8.1 of the Contract, call on you to deliver the Outstanding Commodities being *[insert details of Outstanding Commodities]* immediately;

If you fail to comply with this Default Notice, the Purchaser shall initiate appropriate legal action.

Yours faithfully,

Dubai Islamic Bank

Schedule 3

Definitions

Capitalized terms used in the Contract shall have the meanings indicated below:

“**AED**” and “**Dirhams**” mean the lawful currency of the UAE.

“**Application Form**” means the application form completed by the Seller and submitted to the Purchaser whereby the Seller has requested the Purchaser to purchase the Commodities from the Seller and enter into the Transaction Documents in order to avail of a Salam Facility.

“**Business Day**” means a day on which the Purchaser is open for general business in the UAE.

“**Commodities**” means Copper Rods of Grade A as per ASTM B49-08 \BSEN 1977:1998 standards of 8MM Thickness in coils of up to 4.5 Metric Tons (MT) (to be referred as **Copper**).

“**Contract**” means this Salam Contract including all schedules herein duly executed by the Seller and the Purchaser.

“**Default Notice**” means a notice to be sent by the Purchaser to the Seller, upon the occurrence of an Event of Default, by such notice, the Purchaser shall call on the Seller to comply with Clause 8 as a remedy for the occurrence of the relevant Event of Default and such notice shall be substantially in the form set out in Schedule 2 of this Contract.

“**Delivery Date(s)**” means a date(s) on which the Commodities are to be delivered by the Seller to the Purchaser in accordance with the Delivery Schedule.

“**Delivery Schedule**” means the schedule for delivery of the Commodities contained in Schedule 1 setting out the Quantity of the Commodities to be delivered by the Seller to the Purchaser on the relevant Delivery Date(s).

“**Encumbrance**” means any lien, pledge, mortgage, security interest, deed of trust, charge or other encumbrance or arrangement having a similar effect.

“**Events of Default**” means the events of default described in paragraph 5 of the section named ‘General Terms and Conditions’ of the Application Form.

“**Group**” means Dubai Islamic Bank PJSC and any of its subsidiaries or affiliates.

“**Outstanding Commodities**” means all Commodities that have not been delivered by the Seller to the Purchaser on any specified date.

“**Quantity**” means the quantity of Commodities to be delivered by the Seller to the Purchaser on a Delivery Date, as set out in the Delivery Schedule.

“**Salam Facility**” means a financing arrangement constituted pursuant to the Transaction Documents whereby the Seller has agreed to sell to the Purchaser the Commodities on the basis of (a) immediate payment of the Salam Purchase Price (as stated in Clause 5 of the Contract) by the Purchaser to the Seller; (b) deferred delivery of the Commodities (as stated in the Delivery Schedule) by the Seller to the Purchaser; and (c) in accordance with the principles of Sharia.

“**Salam Purchase Price**” means the purchase price set out in Schedule 1 payable by the Purchaser to the Seller, in accordance with Clause 5 of this Contract, for the purchase of the Commodities.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of the Seller or any other agreement or arrangement having a similar effect.

“**Security Documents**” means the documents executed for the purposes of creating Security in favor of the Purchaser each in the form and substance satisfactory to the Purchaser, the Security Documents to be executed are listed in the Application Form.

“**Supplier**” means the third party supplier, from whom the Seller shall purchase the Commodities.

“**Transaction Documents**” means the Application Form and this Contract.

“**UAE**” means the United Arab Emirates.

CUSTOMER'S REQUEST TO ISSUE THE MASTER SALE UNDERTAKING

From

[insert name of customer]

To

DUCAB.

Dear Sir,

Please issue a Master Sale Undertaking in my/our favour in accordance with the terms and conditions contained in the below draft of the Master Sale Undertaking.

For and on behalf of

[insert name of customer]

MASTER SALE UNDERTAKING

This Master Sale Undertaking (the "Sale Undertaking") is dated [provide date], and granted by:

DUCAB., a company, the registered office, Dubai, UAE (the "Promissor")

in favour of:

[insert name and address of customer], (the "Beneficiary").

(Each a "Party" and together the "Parties")

Recitals

WHEREAS the Beneficiary wishes to purchase the Commodities (defined below) from the Promissor; and

WHEREAS the Promissor undertakes to sell the Commodities to the Beneficiary or its Agent on each Exercise Notice Dates set out in column 1 of Schedule 2 at the Sale Price (defined below) as applicable to the sale on a relevant Exercise Notice Date.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined expressions

The following terms have the meanings given below:

"Acceptance Notice" means the acceptance notice substantially in the form of Part-2 of Schedule 1 which shall be issued by the Promissor in accordance with Clause 2.1(i) of this Sale Undertaking

"Agent" means any person duly appointed by the Beneficiary as the Agent to exercise rights of the Beneficiary pursuant to this

Sale Undertaking.

."Authorisation" means any authorisation, consent approval, resolution, license, exemption, filing, notarisation or registration.

"Commodities" means Copper Rods of Grade A as per ASTM B49-08 \BSEN 1977:1998 standards of 8MM Thickness in coils of up to 4.5 Metric Tons (MT) (to be referred as **Copper**).

"DMCC Tradeflow" means the centralized internet based online commodities title receipt system developed by Dubai Multi Commodities Center Authority (the **DMCCA**) that offers participants the ability to make use of some or all of the services offered therein.

"Exercise Notice" means a notice substantially in the form set out in Part 1 of Schedule 1 ('Form of Exercise Notice') pursuant to which the Beneficiary (or the Agent for and on behalf of the Beneficiary) may, in accordance with the Tentative Schedule of Sale, oblige the Promissor to sell the Commodities to the Beneficiary the relevant Quantity of Commodities on the relevant Exercise Notice Date.

"Exercise Notice Date" means the exercise notice date mentioned in the relevant Exercise Notice and as provided in Column 1 of Schedule 2 of this Sale Undertaking headed Exercise Notice Dates on which date the Promissor shall sell to the Beneficiary (or the Agent for and on behalf of the Beneficiary) the relevant quantity of Commodities in accordance with Clause 2.1 of this Sale Undertaking.

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, operations, property, financial condition or prospects of the Promissor;
- (b) the ability of the Promissor to perform or comply with any of its material obligations under the Sale Undertaking; or
- (c) the validity or enforceability of the Sale Undertaking.

"Sale Agreement" means a sale agreement to be concluded in respect of each Exercise Notice Date by the exchange of the Exercise Notice and the Acceptance Notice.

"Sale Price" means the Sale Price as mentioned in the relevant Exercise Notice, the aggregate amount of which shall not exceed AED [.] payable by the Beneficiary to the Promissor in accordance with Clause 2.1(ii) of this Sale Undertaking.

"Tax" means any present or future tax, zakat, levy, duty, charge, fee, deduction or withholding in the nature of tax, whatever called, wherever imposed, levied, collected, withheld or assessed by any federal, state or local government authorities and shall include, without limitation, any penalty payable in connection with any failure to pay or any delay in paying the same.

"Tentative Schedule of Sale" means the schedule of tentative sale of Commodities in the form set out in Schedule 2.

"Warrant" means the title document to the relevant Commodities issued on the DMCC Tradeflow evidencing the ownership and possession of such relevant Commodities by the holder of such Warrant at the relevant point of time.

1.2 Construction of certain terms

- (a) Unless a contrary indication appears any reference in this Sale Undertaking to:
 - (i) the "**Promissor**" and the "**Beneficiary**" shall be construed so as to include its successors in title;

- (ii) "assets" includes present and future properties, revenues and rights of every description;
 - (iii) a "law" includes any law (including common or customary law), statute, constitution, decree, judgment, treaty, regulation,
 - (iv) directive, by-law, order or any other legislative measure of any governmental, intergovernmental or supranational body, agency,
 - (v) department or regulatory, self-regulatory or other authority or organization;
 - (vi) a "person" includes any person, firm, company, corporation, federal, state or local government authorities or any agency
 - (vii) thereof or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (ix) a time of day is a reference to [Emirate] time unless otherwise specified.
- (b) Section, Clause and Schedule headings are for ease of reference only.

2 SALE UNDERTAKING

- 2.1 The Promissor hereby irrevocably and unconditionally undertakes to sell to the Beneficiary (either directly or through the Agent acting for and on behalf of the Beneficiary) the Commodities on each relevant Exercise Notice Date and undertakes that on the date of receipt of the Exercise Notice from the Beneficiary (or the Agent for and on behalf of the Beneficiary) in writing, whether by courier, fax, email or by letter, the Promissor shall forthwith:
- i. accept the sale of the Commodities by execution of Acceptance Notice thereby concluding a Sale Agreement whereby ownership shall immediately pass to the Beneficiary, and
 - ii. as a result of the Sale Agreement the possession of the Commodities shall immediately pass from the Promissor to the authorized Agent of the Beneficiary on DMCC Tradeflow as to be evidenced through the issuance of the relevant Warrant with respect to the subject Commodities, and the Promissor shall be entitled to receive the Purchase Price as provided for in the said Exercise Notice on date of the Sale.

For the purposes of this Clause 2.1 and the related Schedules, the Exercise Notice and Acceptance Notice shall be made in writing and, unless otherwise stated, shall be made by fax, letter, email or any other electronic mean as may be deemed appropriate by the Parties.

3 CONSEQUENCES OF EXERCISE OF RIGHTS

The Promissor hereby agrees that upon serving Acceptance Notice, the Sale Agreement shall be concluded whereby ownership shall immediately pass to the Beneficiary along with all the interests and rights related to the relevant Commodities. The Promissor shall at the same time of concluding the Sale Agreement pass possession of the Commodities to the Beneficiary (or the Agent for and on behalf of the Beneficiary) as to be evidenced by the transfer and delivery of the relevant Warrant with respect to the subject Commodities to the authorized Agent of the Beneficiary on DMCC Tradeflow, free and clear of any encumbrance created by or through or as a result of any action or inaction of the Promissor but otherwise on an 'as is, where is' basis.

4 GENERAL TERMS AND CONDITIONS

The Promissor hereby confirms that this Master Sale Undertaking shall always remain subject to the general terms and conditions (“**General Terms and Conditions**”) as set out in Schedule 3 hereto.

5 GOVERNING LAW

This Sale Undertaking is governed by and shall be construed in accordance with the laws of the United Arab Emirates to the extent these laws are not inconsistent with the principles of Sharia, as set out in the Sharia Standards published by the Accounting and Auditing Organization of Islamic Financial Institutions and as interpreted by the Fatwa & Sharia Supervisory Board of Dubai Islamic Bank, in which case principles of Sharia will prevail.

6 JURISDICTION

The Promissor irrevocably agrees for the benefit of the Beneficiary that the courts of the UAE shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Sale Undertaking and, for such purposes, irrevocably submits to the jurisdiction of such courts.

7 WAIVER OF IMMUNITY

To the extent that the Promissor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

IN WITNESS WHEREOF this Sale Undertaking has been signed on behalf of the Promissor and is intended to be and is hereby delivered by it as a deed on the date specified above.

THE PROMISSOR

DUCAB.

Schedule 1
PART-1
FORM OF EXERCISE NOTICE

To: [•] (the "**Promissor**")

Dear Sirs

We refer to the Master Sale Undertaking given by you dated [insert date] ("**Sale Undertaking**").

Unless the context requires otherwise, capitalized terms used in this Exercise Notice and not defined herein shall have the same meanings as in the Sale Undertaking.

The Beneficiary hereby confirms to the Promissor that:

- (i) the undersigned is duly authorized to execute and deliver this Exercise Notice on behalf of the Beneficiary;
- (ii) the Beneficiary is hereby exercising its right under the Sale Undertaking and hereby calls upon the Promissor (through this Exercise Notice) to sell to the Beneficiary the following Commodities:
 - a. Specific Description of the Commodities (together with type, quantities and qualities etc);
 - b. Sale Price;
 - c. Delivery Date and Sale Price Payment Date;
 - d. Sale Price Payment details (bank account details);

Upon your acceptance by way of executing the Acceptance Notice, the Sale Agreement shall be concluded whereby ownership shall immediately pass to the Beneficiary, and the Promissor shall at the same time pass possession of the Commodities to the Beneficiary as to be evidenced through the issuance of the relevant Warrant with respect to the subject Commodities to our authorized Agent on DMCC Tradeflow.

This Exercise Notice is governed by, and shall be construed in accordance with, the laws of the United Arab Emirates.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Exercise Notice as of the

_____ day of _____

[•]

For and on behalf of

[•] (as "**Beneficiary**")

PART-2

ACCEPTANCE NOTICE

Date: [●]

To

[●] (the Beneficiary)

Dear Sir,

We refer to our Master Sale Undertaking dated [●] (the "Sale Undertaking") and your Exercise Notice dated [●].

Unless the context requires otherwise, capitalized terms used in this Acceptance Notice and not defined herein shall have the same meanings as in the Sale Undertaking.

We now hereby accept the offer in your Exercise Notice dated [-] to sell the Commodities to you in accordance with the terms of the Sale Undertaking and the Exercise Notice.

By our acceptance of your offer, a Sale Agreement is concluded on the terms and conditions of the Sale Undertaking, the Exercise Notice and this Acceptance Notice.

We hereby agree to receive the Sale Price (as set out in your Exercise Notice) on the date mentioned in the Sale Undertaking and the delivery of the Commodities shall take place according to the same.

Upon the execution of the Acceptance Notice, the Sale Agreement shall be concluded whereby ownership shall immediately pass to the Beneficiary, and the Promissor shall at the same time pass possession of the Commodities to the Beneficiary as to be evidenced through the issuance of the relevant Warrant with respect to the subject Commodities to your authorized Agent on DMCC Tradeflow.

[For and on behalf of the Promissor]

SCHEDULE 2

For the purposes of this Sale Undertaking, an Exercise Notice may be submitted by the Beneficiary on the below dates and each such date shall be referred to as an "Exercise Notice Date":

Exercise Notice Dates	Detailed Specifications of Commodities [HS Code 74071000]	Quantity of Commodities	Sale Price	Delivery and Sale Price Payment Date

Schedule 3

GENERAL TERMS AND CONDITIONS

1 REPRESENTATIONS

1.1 Status

- (a) It is a corporation, duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

1.2 Non-conflict with other obligations

The entry into and performance by it of, the Sale Undertaking do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets.

1.3 Power and authority

- (i) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Sale Undertaking.
- (ii) No limit on its powers will be exceeded as a result of the Sale Undertaking or by its entry into any Sale Agreement on each Exercise Date.

1.4 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Sale Undertaking; and
- (b) to make the Sale Undertaking admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect.

1.5 Deduction of Tax

It is not required to make any deduction for or on account of all type of Tax from any payment it may make under any Sale Agreement.

1.6 No filing or stamp taxes

Under the law of its jurisdiction of incorporation it is not necessary that the Sale Undertaking be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Sale Undertaking or the transactions contemplated by the Sale Undertaking.

1.7 No default

No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

1.8 No Immunity

In any proceedings taken in its jurisdiction of incorporation in relation to this Sale Undertaking it will not claim for itself or any of its assets immunity from suit, execution attachment or other legal process.

1.9 No misleading information

- (a) Any factual information provided is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading in any material respect.
- (b) Nothing has been omitted and no information has been withheld which may be likely to, if disclosed, adversely affect the decision of a person considering whether or not to sell to the Promissor.

1.10 Pari passu ranking

Its payment obligations under this Sale Undertaking rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

1.11 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it.

1.12 Material Adverse Change

No event or circumstance has occurred which might reasonably be expected to have a Material Adverse Effect.

1.13 Repeating Representations

The Representations are deemed to be made and repeated by the Promissor (by reference to the facts and circumstances then existing) on each Exercise Date.

2 ASSIGNMENT AND TRANSFER

The Promissor shall not be entitled to assign or transfer its rights or obligations under this Sale Undertaking.

3 AMENDMENTS AND WAIVERS

Neither this Sale Undertaking nor any terms or conditions hereof may be amended, changed, waived, discharged, terminated or otherwise modified unless such amendment, change, waiver, discharge, termination or modification is in writing and consented to by each of the Entities and is otherwise in accordance with the terms of this Sale Undertaking.

4 ENTIRE DEED

This Sale Undertaking and any agreement, document or instrument referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings with respect to the subject matter hereof.

5 SEVERABILITY

To the extent permitted by applicable law, if a provision of this Sale Undertaking is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Sale Undertaking; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Sale Undertaking.

6 COPIES

This Sale Undertaking may be executed in any number of originals, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

7 NOTICES

7.1 Any communication to be made under or in connection with this Sale Undertaking shall be made in writing and, unless otherwise stated, may be made by courier, telex, fax or letter.

7.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each entity for any communication or document to be made or delivered under or in connection with this Sale Undertaking is that identified with its name below or any substitute address or fax number or department or officer as the entity may notify to the other by not less than **15 Business Days'** notice. Except that any Exercise Notice shall be deemed to have been delivered on the date it is faxed by the Beneficiary to the Promisor.

Promissor:

Address: **DUCAB.**
Fax: **+971 4 815 8111**
Attention: **[Promissor's Name]**
Email: **[Promissor's email address]**

Beneficiary:

Address: **[insert address of customer]**
Fax:
Attention: **[insert name of customer]**
Email: **[insert email of customer]**

7.3 Delivery

- (a) Any communication or document made or delivered by one entity to the other under or in connection with this Sale Undertaking will only be effective:
 - (i) if by way of fax, telex, when received in legible form; or
 - (ii) if by way of letter or courier when it has been left at the relevant address provided such delivery was by way of an internationally reputable courier company which retains proof of delivery;
- (b) Any communication or document to be made or delivered to the Promissor will be effective only if it is expressly marked for

the attention of (or addressed to) the department or officer identified with the Promissor's signature below
(or any substitute department or officer as the Promissor shall specify for this purpose).

7.4 English language

- (a) Any notice given under or in connection with this Sale Undertaking must be in English.
- (b) All other documents provided under or in connection with this Sale Undertaking must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Promissor, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

DIB SAMPLE DOCUMENT

AGENCY LETTER

Dated: 01-Nov-2020

To,

Back Office FZ-LLC (hereinafter the "Agent")

Building 4, Dubai Outsource Zone

PO Box 84921, Dubai

Tel: 04 4277400, Fax: 04 4291212

Dear Sir,

Re: **Appointment of Agent**

1. I/We the undersigned (the "**Principal**") refer to the Master Sale Undertaking issued by **DUCAB** in favour of the Principal dated on or about the date of this letter (the "**Undertaking**"). Terms and expressions in this letter not defined herein shall have the meaning given to them in the Undertaking.
2. The Principal hereby irrevocably appoints the Agent as the Principal's agent to perform the following services for and on behalf of the Principal (the "**Services**"):
 - (a) to:
 - (i) issue the Exercise Notices in accordance with the Tentative Schedule of Sale and purchase the relevant quantity of Commodities from the Promissor in accordance with the Tentative Schedule of Sale and thereafter take delivery of the relevant quantity of Commodities (the "**Purchased Commodities**") from the Promissor pursuant to the Undertaking (the "**Relevant Purchase**"); and
 - (ii) execute all documents and do all things required to complete the purchase of the Commodities in accordance with the terms and conditions of the Undertaking.
 - (b) Deliver the possession of the Purchased Commodities to **DUBAI ISLAMIC BANK PJSC**- for and on behalf of the Principal, to satisfy the delivery obligations of the Principal under the Salam Contract (executed between **DUBAI ISLAMIC BANK PJSC** and the Principal).
 - (c) Deal and communicate with **DUCAB** and **DUBAI ISLAMIC BANK PJSC**, and in doing so disclose to and obtain from those parties such information as the Agent may deem necessary;
 - (d) Transact with **DUCAB** for all matters related to the purchase of the Commodities in accordance with the Undertaking;
 - (e) Subject to agreement between **DUBAI ISLAMIC BANK PJSC** and the Principal (in the best interest of the Principal) and upon receiving communication from either the Principal or **DUBAI ISLAMIC BANK PJSC**, arrange the substitution of the relevant quantity of the commodities to satisfy the delivery obligation of the Principal under the Salam Contract and to do all necessary acts on behalf of the Principal to ensure purchase from an alternative broker/supplier and delivery of the substitute relevant quantity of the commodities to **DUBAI ISLAMIC BANK PJSC** under the Salam Contract or in case of inability to procure the same commodity, substitute the existing commodity under the Salam Contract with another commodity or commodities at a commodity exchange rate agreed between Dubai Islamic Bank and the Principal; and
 - (f) negotiate and procure (in the event of default, refusal, withdrawal, cancellation, repudiation of the Undertaking by the existing Promissor

or non-availability of the commodities with the existing Promisor or insolvency/bankruptcy or legal incapacity of the existing Promisor to perform its obligations under the Undertaking) the issuance of a substitute sale undertaking or promise to sell in favour of the Principal in order to ensure the scheduled delivery of the relevant quantity of the commodities to DUBAI ISLAMIC BANK PJSC under the Salam Contract or substitute the existing commodity or commodities at a commodity exchange rate agreed between Dubai Islamic Bank and the Principal.

- (g) Enforce and/or initiate the proceedings for the enforcement of (on behalf of the Principal) the terms and conditions of the Undertaking or substitute undertaking to ensure the scheduled delivery of the relevant quantity of the commodities to **DUBAI ISLAMIC BANK PJSC** under the Salam Contract.
- (h) Coordinate and (to the extent required) request **DUBAI ISLAMIC BANK PJSC** to release the funds from the designated account of the Principal for the purpose of payment of purchase price under the Undertaking or substitute undertaking in order to purchase the required quantity of the commodities for the delivery under the Salam Contract.

3. If you are agreeable to act as our agent, please signify your acceptance in writing by return (by letter, facsimile, email or other electronic communication) to Dubai Islamic Bank - Retail Assets Operations RAO.
4. Subject to paragraph 2(c) above, the Agent shall keep all information regarding the Principal, the Undertaking and the Services confidential and shall not disclose any such information to any party without the prior written consent of the Principal.
5. This letter and the construction, performance and validity hereof and thereof shall be governed by and construed in all respects in accordance with the laws of the UAE to the extent these laws are not inconsistent with the principles of Shari'a, in which case the principles of Shari'a shall prevail. The Principal irrevocably agrees for the benefit of the Agent that the courts of the UAE shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this letter made hereunder and, for such purposes, irrevocably submits to the jurisdiction of such courts.
6.
 - a) The Agent will not be liable (including, without limitations, for negligence or any other category of whatsoever) for any action taken by it under or in connection with this Agency Letter, unless directly caused by its gross negligence or willful misconduct.
 - b) No party may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or Agent in relation to this Agency Letter and any officer, employee or agent of the Agent may rely on this clause.
 - c) The Agent's liability(if any)to the Principal shall be capped at three times the aggregate fees received by the Agent for the Principal pursuant to this Agency Letter.
7. Unless otherwise defined in this Agency Letter, the capitalized terms used in this Agency Letter have the meaning given to them the Undertaking and/or Salam Contract.

SIGNED BY:

[insert name of customer]

ACCEPTANCE BY THE AGENT

Dated:01-Nov-2020

Dear Sir,

I hereby the authorized signatory of the Agent, acknowledge and accept all above mentioned terms and conditions of the Agency Letter.

SIGNED BY:

Back Office FZ-LLC(as Agent)

Building 4,Dubai Outsource Zone

PO Box 84921,Dubai.

Tel: 04 4277400,Fax: 04 4291212

Dated: 01-Nov-2020

DIB SAMPLE DOCUMENT